



Procurement procedure EASO/2018/634

Tender Specifications

Provision of Architectural and Engineering consultancy Services

Open procurement procedure to conclude a framework contract

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1. TECHNICAL SPECIFICATIONS

1.1 INTRODUCTION

The European Asylum Support Office (contracting authority) 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).

The European Asylum Support Office (Contracting authority), wishes to procure Architectural, Engineering and Project Management Services for works related to the the Contracting Authority premises in Malta, Italy, Greece, Turkey and Locations within the geographical confines of Europe. Other locations may be included under this contract and which will have the same terms as for the above mentioned locations.

1.2 SERVICES TO BE PROVIDED

Through this tender the Contracting Authority will be engaging the services of an Architectural and Civil Engineering firm. The Contractor will be expected to work on the projects assigned by the Contracting Authority.

The Contractor will need to provide the below services:

- Provide advice and recommendations review and assess the instructions and/or design brief as per Contracting Authority's requirements.
- Provide a plan of the works to be undertaken, estimated costs, and guidance on how to proceed, and also to advise on the feasibility of the project and the project requirements.

The Contractor will also be responsible for the preparation of technical specifications for any services/contracting works required for the execution of the works; and which the Contracting Authority will use in their procurement procedures. The documents prepared must include the necessary drawings, schedules, and specifications of performance or materials/workmanship in sufficient detail to enable the tenderers to prepare an offer or a quotation for the works. The Contractor may be asked to offer technical help to the Contracting Authority with the tender evaluation and adjudication of received tenders.

- Prepare indicative estimates of the cost of works construction and submit for approval to the Contracting Authority.

Should it be the case that there is a need for planning permits, the Contractor will apply on behalf of the Contracting Authority for any necessary required permits by co-ordinating with the relevant country Authorities for any relevant environmental and planning requirements. The Contracting Authority would need to be represented by the Contractor but kept informed of any proposals at all times.

The Contractor will be expected to assist in the drawing up of the necessary technical specifications and BOQs in line with relevant national legislation and EU legislation, if applicable, supervise all works carried out, and certify such works in terms of national and EU legislations.

For locations other than Malta, the Contractor will be expected to assist in the drawing up of the necessary technical specifications and BOQs in line with EU and applicable national legislation, supervise all works carried out, and certify such works in terms of applicable national and EU legislations. During the execution of the works the Contractor shall monitor the ongoing works, and any deliveries of materials on site and when applicable; provide the necessary technical information and assistance as required; inspect the works and materials (if any) delivered to the site and when necessary inspect materials and workmanship in the places of fabrication/ assembly before delivery to the site of the works. The Contractor is also expected to provide support on operation and maintenance of the building.

Following the completion of the projects the Contractor is to examine completed works for certification and be responsible to issue a certificate of practical completion or taking over, a certificate of making good defects, a final payment certificate, and other certificates as prescribed in the relative works contract. All these are to be provided as necessary and liaison with the Contracting Authority.

Prior to issuing the necessary handing over documentation the Contractor inspects the works, identifies defects and outstanding work, if any, and produces a schedule of defective and outstanding work, and makes final inspection of the works.

Aside from the services mentioned above, the Contractor may be entrusted with other services such as to provide project management services, provide an interior design service and give advice on the design, selection and installation of furniture, furnishings, fittings and equipment, provide specialist consultancy services such as mechanical and electrical engineering services, make revisions to drawings, specifications, bills of quantities, instructions or other work prepared or in the process of being prepared for the Project, in accordance with or consequent upon instructions given by the Contracting Authority that may vary the Project, such as budgets, the design brief, time frames or other unforeseen events or delay.

In summary, the scope of the assignments shall comprise of Architectural and Engineering Consultancy as required and will include:

- Provision of design drawings;
- Provision of bills of quantities;
- Consultancy and technical assistance (on and off site);
- Measurement of works;
- Project management and contract management of all works falling under the assigned tasks and any other tasks requested as necessary;
- Provision of documentation related to the project management and supervision during implementation of the work contracts;
- Drafting of technical parts of the tender specifications, technical installation drawings, testing and certification procedures for mechanical and engineering maintenance and works in line with applicable national legislation and/or applicable EU legislation;
- Assistance with the preparation of questions/requests for clarifications from/to the tenderers in all stages of procedure;
- Assistance with site visits, meeting minutes and other matters during the tendering phase;
- Technical advice in the evaluation of technical parts of tenders, adjudication of the technical parts of the received tenders, general support, advices and consultancy services related to the subject of this procurement procedure;
- Drafting of tender specifications for (de-)constructive works at offices, compounds and any other premises under design;

- Design, construction, commissioning and acceptance according to the design criteria approved by the Contracting Authority;
- Planning framework (preliminary timeframe for the execution of the projects) and preliminary design;
- Provision of project implementation plans;
- All working/construction drawings as required;
- Consultancy Report for M&E installations;
- Assessments to security Installations and M&E Installations
- Provision of artist impressions/renderings 2D and/or 3D
- Provision of scale models

The projects/assignments will be subject of the specific contracts (please see more in the point 2.5 of the Tender specifications). A number of hours for the project/assignment and total time schedule will be agreed in advance in each specific contract and may fluctuate at different phases of the projects. It is expected that during one week, the contractor will provide services for minimum of 20 hours. The Contractor must be available to work extended hours including weekends and public holidays in order to meet strict deadlines.

The Contractor is expected to be available to travel to the above mentioned countries and to any other country where the Contracting Authority has projects¹. All travel arrangements and expenses will be borne by the Contractor. If the assignment under the specific contract involves travelling a distance above 100km, the Contracting Authority shall reimburse a flat rate per person in line with the table below:

0-100 km	€0
101- 500 km	€300
501- 1500 km	€550
1501- 2000 km	€600
2001- 3000 km	€700
3001- 4000 km	€900
4001 - 5000 km	€1100
Over 5000 km	€1500

Distance means the straight-line distance (one way) between the two locations (generally office of the contractor and the place where the services are required) as calculated through the following website: <http://www.distancefromto.net>

The hotel expenses shall be reimbursed based on a flat rate of €120 per night per person inside the EU, for missions outside the EU a rate of €130 per person per night is payable; excluded any nights not considered to be part of the mission.

The daily subsistence allowance for all countries in the EU will be a flat rate of €80 per person per day travelled calculated from the day of departure until the day of return, for missions outside the EU a rate of €90 per person per day is payable; excluded any days not considered to be part of the mission.

¹ The contracting authority has estimated an amount of 80,000.00 EUR of the maximum value of the framework contract as a provision for the reimbursement of travel costs. This amount is indicative and not binding.

Time spent travelling to and from the project site are not considered working hours and therefore not billable as consultancy.

Working language of the Contracting Authority is English. Therefore, the contractor will be required to provide all the deliverables and documentation in English. Whenever the documentation in other than English language is required for the submission of permit request or for provision of services under this contract, the contractor shall provide a summary in English, in specific cases the Contracting Authority might request for a full comprehensive translation done by a sworn translator. The translation costs shall be borne by the contractor.

1.3 PRICING

The price of the specific contract must include all of the works/services to be provided. The prices of the specific contracts are fixed and not subject to revision or escalation in costs. The price of the specific contract is based on the prices of the financial offer submitted for this call.

1. The contractor shall quote on the basis of the prices of the profiles engaged in the assignment multiplied by the number of hours for the assignment.
2. A flat rate provision for direct office expenses² related to the execution of the contract may be added based on the total sum of consultancy fees involved. For specific contracts executed within the EU 3% and outside the EU 5% is allowed.
3. A provision allocated for all travel for the duration of the contract

During the implementation of the contract, the specific financial offer will be considered as the total financial cost for the Contracting Authority excluding VAT that may have to be paid to the contractor for the specific assignment/project. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.

The tenderer will bear all costs associated with the preparation and submission of the tender or specific contract. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

1.4 HEALTH AND SAFETY PLAN

The Contractor shall collaborate with the Health and Safety Authorities of the relevant country where the works are being carried out and a coordinator is to be assigned at the design phase and to be available throughout until the execution and handing over of the project to elaborate the Health and Safety Study.

The contractor will develop the Health and Safety Plan on the basis of the Health and Safety study applicable to the relevant country provided by the Health and Safety coordinator. The Contractor will ensure that the Safety Plan will be respected by the contractor and all the subcontractors during the construction works.

The Contractor shall ensure that the following materials are not used:

- Asbestos pursuant to Council Directive 76/769/EEC as amended by Directives 83/473/EEC, 85/610/EEC and 91/659/EEC,

² For example cost for: hard copies of drawings >A3, translations, visa, courier, etc.

- Arsenic derivatives in the applications described in Council Directive 76/769/EEC as amended by Directive 89/677,
- Benzene pursuant to Council Directive 98/677,
- Chlorinated Solvents pursuant to European Parliament and Council Directive 94/60/EC,
- Heavy carbon and sulphate pursuant to Council Directive 89/677/EEC,
- Mercury derivatives pursuant to Council Directive 89/677/EEC,
- Biphenyl and triphenyl and polychlorides pursuant to Council Directive 89/677/EEC,
- Methane (Ugilec 141, Ugilec 121 and DBBT) pursuant to Council Directive 91/339/EEC,
- Carcinogenic, mutagenic or toxic substances pursuant to Council Directive 76/769/EEC as amended by Directive 94/60,
- Phenol salts, benzene salts, '2-naphtylamine' and its salts pursuant to Council Directive 76/769/EEC as amended by Directive 89/677,
- Cadmium and its derivatives in the applications considered in Council Directive 91/338/EEC,
- Creosote pursuant to Council Directive 94/60/EC,
- Pentachlorophenol pursuant to Council Directive 91/173/EEC
- Substances liable to break down ozone,
- Ceramic fibres and all fibres of a diameter of less than 3 µm
- Non-encapsulated mineral wool
- Formaldehyde,
- UF foam,
- Polyurethane and polystyrene foam in the parts of the building occupied by staff,
- Any product with a rate of radioactivity above applicable national legislation or European standards. In the absence of any standards, the material must comply with the activity concentration index, as indicated in the document entitled 'Radiological Protection Principles concerning the Natural Radioactivity of Building Materials' published by the Environment Directorate General of the European Commission in 1999 (ISBN 9282883790, website:http://europa.eu.int/comm/environment/radprot/112/rp-112_en.pdf) draft European Directive.

1.5 DESCRIPTION OF RESOURCES

Technical and human resources

The contractor shall have necessary human resources to perform the contract. The contractor shall use the following main resource profiles as part of the project team to implement the specific services:

Profile:	Responsibilities inter alia:	Minimum requirements:
Key expert/ Project manager	<ul style="list-style-type: none"> -monitor and coordinate the contract and the various activities under these Technical specifications -attend coordination meetings with the participation of top management staff from the Contracting Authority and to make professional presentations of the overall development of the project, keep meeting minutes and follow up on 	<ul style="list-style-type: none"> -University degree in Engineering or Architecture (Minimum Master of Science) -Minimum 5 years of experience in project management, preferably in the field of Civil/Mechanical/Electrical/Structural Engineering or General/ Interior

	<p>any pending issues</p> <ul style="list-style-type: none"> -assistance in supervision of the works and negotiations with the contractors -responsible for the design approval, testing, commissioning, acceptance and payment certification including required services during defects notification period. -investigate all working drawings proposed and to inspect the Contractors work during construction to ensure compliance with approved plans and specifications, perform final inspection of construction and installations and recommend approval for payments, prepare the list of items to be corrected before approval, keep and maintain necessary files and correspondence as required, recommend the issuance of claims whenever the works' contractor is in default of any delays or not compliant to the tenders' specifications and conditions -The Key Expert has the obligation of storing, compiling and submitting all material to the Contracting Authority. Final payment due shall be withheld before all material required is submitted. -Preparation and submission of the reports identified in the point 1.6 	<p>Architecture</p> <ul style="list-style-type: none"> -Experience with the project management for the projects in at least 2 member states of the European Union -Very good knowledge of spoken and written English (at least C1 level).
Junior Architect	<ul style="list-style-type: none"> -Responsibilities in the field of Architecture to be assigned by the Project Manager and according the projects 	<ul style="list-style-type: none"> -University degree in Architecture -Minimum 3 years of experience as a Junior Architect, preferably in the field of General or Interior Architecture -Very good knowledge of spoken and written English (at least B2 level).
Senior Architect	<ul style="list-style-type: none"> -Responsibilities in the field of Architecture to be assigned by the Project Manager and according the projects 	<ul style="list-style-type: none"> -University degree in Architecture (Master of Science) -Minimum 5 years of experience as an Architect, preferably in the field of General or Interior Architecture OR University degree in Architecture (Bachelor's degree) -Minimum 10 years of experience as an Architect, preferably in the field of General or Interior Architecture -Very good knowledge of spoken and written English (at least B2 level).

Junior Engineer	-Responsibilities in the field of Structural, Civil, Electrical and Mechanical engineering to be assigned by the Project Manager and according the projects	-University degree in Engineering -Minimum 3 years of experience as a Junior Engineer, preferably in the field of Structural Civil, Electrical and Mechanical Engineering. -Very good knowledge of spoken and written English (at least B2 level).
Senior Engineer	-Responsibilities in the field of Structural, Civil, Electrical and Mechanical engineering to be assigned by the Project Manager and according the projects	University degree in Engineering (Minimum Master of Science) Minimum 5 years of experience as an Engineer, preferably in the field of Structural, Civil, Electrical and Mechanical Engineering OR University degree in Engineering (Minimum Bachelor of Science) Minimum 10 years of experience as an Engineer, preferably in the field of Structural, Civil, Electrical and Mechanical Engineering Very good knowledge of spoken and written English (at least B2 level).

For the specific assignments, a specialised profiles of engineering may be requested as follows:

Junior Civil Engineer	-Responsibilities in the field of Civil Engineering to be assigned by the Project Manager and according the projects	University degree in Engineering Minimum 3 years of experience as a Junior Engineer, preferably in the field of Civil Engineering Very good knowledge of spoken and written English (at least B2 level).
Senior Civil Engineer	-Responsibilities in the field of Civil Engineering to be assigned by the Project Manager and according the projects	University degree in Engineering (Minimum Master of Science) Minimum 5 years of experience as an Engineer, preferably in the field of Civil Engineering. OR University degree in Engineering (Minimum Bachelor of Science) Minimum 10 years of experience as an Engineer, preferably in the field of Civil Engineering Very good knowledge of spoken and written English (at least B2 level).
Junior Electrical	-Responsibilities in the field of Electrical Engineering to be assigned by the Project	University degree in Engineering Minimum 3 years of experience as a

Engineer	Manager and according the projects	Junior Engineer, preferably in the field of Electrical Engineering Very good knowledge of spoken and written English (at least B2 level).
Senior Electrical Engineer	-Responsibilities in the field of Electrical Engineering to be assigned by the Project Manager and according the projects	University degree in Engineering (Minimum Master of Science) Minimum 5 years of experience as an Engineer, preferably in the field of Electrical Engineering OR University degree in Engineering (Minimum Bachelor of Science) Minimum 10 years of experience as an Engineer, preferably in the field of Electrical Engineering Very good knowledge of spoken and written English (at least B2 level).
Junior Mechanical Engineer	-Responsibilities in the field of Mechanical Engineering to be assigned by the Project Manager and according the projects	University degree in Engineering Minimum 3 years of experience as a Junior Engineer, preferably in the field of Mechanical Engineering Very good knowledge of spoken and written English (at least B2 level).
Senior Mechanical Engineer	-Responsibilities in the field of Mechanical Engineering to be assigned by the Project Manager and according the projects	University degree in Engineering (Minimum Master of Science) Minimum 5 years of experience as an Engineer, preferably in the field of Mechanical Engineering OR University degree in Engineering (Minimum Bachelor of Science) Minimum 10 years of experience as an Engineer, preferably in the field of Mechanical Engineering Very good knowledge of spoken and written English (at least B2 level).
Surveyor	-Responsibilities to be assigned by the Project Manager and according the projects	University degree in Surveying Minimum 5 years of experience as an Surveyor, preferably in the field of Land Surveying Very good knowledge of spoken and written English (at least B2 level).

1.6 REPORTING

If specified in the specific contract, periodic reports must be prepared during the period of execution of the Works contract excluding the defects liability period.

At the end of each service under the specific contract, there must be a final progress report and final invoice at the end of the period of execution.

The Project Manager shall prepare and submit the following reports in both soft and hard copy (two fold) in the English Language. All submissions, including annexed maps, drawings, photos, reports etc shall be suited for reproduction. The reports will cover all the projects activities assigned and will point to all results achieved:

1.6.1 Inception Report

Inception Report shall be submitted within 1 - 3 weeks of project assignment and identification of project. The report will include detailed work plan and timetable for achieving the contract objectives and detailed methodology for carrying out the services; furthermore it will identify and address potential risks by a brief analysis.

1.6.2 Progress Report (frequency set per specific contract)

Progress reports shall be short and shall include general information on progress of the works with particular focus on information on problems encountered and corrective actions taken. The report will include the progress of the project and any potential delays and associated time and costs consequences, if any. The Project manager shall include any variations required to the project which require the Contracting Authority's approval. Furthermore the report will include minutes of site meetings and any photos which depict the progress of the works being carried out.

Payments will be withheld if not supported by a progress report.

1.6.3 Final Report

Final report shall be submitted at the end of the assignments and not later than 2 weeks after the completion of the tasks. The final report shall, particularly, comprise the following:

- a. The overall development of the project/s, the critical problems encountered the achievement of the specific and overall objectives, as well as the recommendations for future development, if any;
- b. Full description of the works progress and compilation of outputs of all Interim Reports;
- c. Financial analysis of the works contracts;
- d. Results relating to review and approvals of as-built documentation;
- e. Critical analysis of all major problems encountered and corrective actions taken;

1.6.4 Taking Over Reports

Taking Over Reports shall be submitted within two weeks after issuance of Taking Over Certificate, including the certified as-built drawings.

Different arrangements in terms of frequency and types of the reports of the may be agreed in the specific contract.

1.7 START OF THE EXECUTION OF THE WORKS

The contractor shall be required to start after the contract has been signed and the kick-off meeting has been organised. The consultations are expected to start during the month of November 2018.

1.8 PERIODIC MEETINGS

During all the phases and during the planning stage including the execution of the works, the Contractor and the Contracting Authority shall agree on a system of periodic meetings for the purpose of coordinating and monitoring the works.

Any proposals/ preliminary sketch designs put forward by the Contractor shall be reviewed and validated by the Contracting Authority representatives prior to any works being executed. The Contractor must always consult with the Contracting Authority before going ahead with any final working drawings.

These meetings shall examine the progress and carrying out of the works and analyse and resolve any problems that may have arisen. Minutes shall be drawn up by the Contractor for each meeting and signed by the parties. Particular importance shall be paid to monitoring the correct carrying out of the works in accordance with the planning.

These meetings shall be used to resolve any differences that arise and decide on modifications of any type that are necessary, raised by either party, and these will be recorded in the signed minutes and, if an agreement is reached, be binding on the parties. Both the Contracting Authority and the Contractor therefore mutually bind each other contractually with regard to the content of the minutes signed by the attendees.

In addition to face-to-face meetings, the Contracting Authority might request a video conference meeting. For this purpose the contractor is required to have Lync/Skype for Business available. Any other legacy system vis a vis codec is not supported.

1.9 DESCRIPTION OF DELIVERABLES LIKELY TO BE REQUESTED BY THE CONTRACTING AUTHORITY

Deliverables shall be specified in detail in each specific request for services. One specific contract may involve one or more deliverables. In general, the contractor will be requested to provide the following deliverables. **The non-exhaustive list is below:**

1.9.1 Preliminary design

This deliverable shall include:

Developing the Project in more detail and preparing a preliminary estimate for the Project.

Onsite survey to establish the existing dimensions are there, are different to those on plan.

Prepare a general arrangement plan at a scale of 1:50 incorporation the items, which have been discussed to date.

1.9.2 Draft of technical part of the tender specifications

This deliverable shall include:

Drafting of technical part of the tender specifications, bills of quantities, installation drawings, testing and certification procedures for mechanical and engineering, estimate for the works required.

1.9.3 Detail design development

This deliverable shall include:

Preparation of a tender package including drawings, Technical Specifications and Bill of Quantities and assistance in the evaluation of technical part of the tenders submitted to the Contracting Authority, preparation of all the drawings required for the tendering process such as the Architectural & Mechanical & Electrical drawings. This will also incorporate the alterations to the existing services. Meetings with the contractors, explaining the scope of work and reviewing the offers received. Analysis and preparation of answers to the questions/requests for clarifications to the tenderers.

1.9.4 Inspection of works and certification

This deliverable shall involve time on site to meet with the nominated contractor to inspect that the works are being carried out according to the design and also to deal with any queries which may arise as the works are ongoing.

Monitoring of the Contractor.

Preparation and certification of the Progress Reports, Payment requests and Acceptance Report.

All deliverables shall be specified in respective specific contracts. All deliverables will have to be reviewed and approved by the Contracting Authority .

2 THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

The Contracting Authority envisages awarding a framework service contract for the provision of architectural and engineering consultancy 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 the Contracting Authority and the Contractor during its period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through “specific contracts” 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 the Contracting Authority under any obligation to place an assignment. The Framework Contract does not preclude the Contracting Authority from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by the Contracting Authority staff.

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on the date on which it is signed by the last contracting party. The Contracting Authority is considered to sign as last contracting party.

The contract is expected to be signed in November 2018. However the execution of the tasks may not start before the framework contract and the specific contract have been signed by both parties. Provision of services shall take place according to the timeline which will be agreed upon prior to the start of a task.

The duration of the tasks shall not exceed 24 months.

The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

The period of execution of the tasks specified in the contract may be automatically renewed one time 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 budget is EUR 560,000.00 for a period of 4 years. This figure is only indicative and is not in any way binding on the Contracting Authority. The amount of 80,000.00 EUR of the maximum value of the framework contract is estimated for the reimbursement of travel costs (travel, DSA and accommodation). This amount is indicative and not binding.

These figures are indicative and represent the maximum possible expenditure. EASO reserves the right to 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)(e) of the RAP³, by using a negotiated procedure without prior publication of a contract notice with the successful tenderer for

³ 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

new services or works consisting in the repetition of similar services or works entrusted to the economic operator awarded the original contract by the Contracting Authority).

2.4 PLACE OF PERFORMANCE

The countries of performance of the tasks shall predominantly be Malta, Greece, Italy, Turkey or any other country indicated in the request for service and specific contract.

2.5 IMPLEMENTATION OF THE FRAMEWORK SERVICE CONTRACT

The Contracting Authority will submit a vetted request for service(s) to the contractor by formal letter⁴ specifying:

- The type of services covered by the specific contract and description of the assignment to be performed by contractor;
- The profiles of experts to expected to be engaged for the performance of the specific assignment matching the qualifications, professional experience and competency as required under the point 1.5;
- The deliverable(s) for the assignment;
- The expected timeframe (starting date and duration) of the assignment(s);
- The place of performance
- Expected travel in terms of duration and frequency

The contractor shall provide the Contracting Authority with a specific offer, duly signed, in response to the request for services by letter⁵, within a maximum of 5 working days. The specific offer shall include:

- Profiles and persons proposed for the performance of the assignment;
- A number of hours for each profile to be spent on the assignment in question;
- Timeframe of the assignment;
- Breakdown of prices and total price for the assignment to be provided as indicated in the point 1.3

The Contracting Authority shall assess the specific offer and accept or refuse and ask for completion of the specific offer.

Consequently, the Contracting Authority shall submit a specific contract to the contractor for his signature.

The contractor shall send the specific contract back to the Contracting Authority, duly signed, within 5 working days. Once the specific contract is signed by both parties the assignment can start, unless different starting date is stipulated in the specific contract.

⁴ A letter may be delivered via e-mail

⁵ A letter may be delivered by e-mail

2.6 TERMS OF PAYMENT

Pre-financing of 20% of the value of the specific contract is allowed upon request of the contractor in the following cases:

- Value of the specific contract is higher than 100,000.00 EUR; or
- The period of execution of tasks under the specific contract exceeds 6 months

In case that a pre-financed amount exceeds 60.000 EUR, the contracting authority is entitled to ask the contractor a financial guarantee equal to the pre-financed value.

One or more interim payments with a value up to 30% each may be agreed in the specific contracts. Clearance of the pre-financing amount against interim or final payment will be defined in each specific contract.

Interim payments and payment of the balance shall be made in accordance with Articles I.6 & II.19, II.21 of the draft framework service contract and in the specific contract 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 specific contract.

Payments will be executed in the terms foreseen by the Framework Contract and respective specific contracts.

2.7 GUARANTEES

No guarantees other than pre-financing guarantee referred to in the point 2.6 are foreseen under this framework contract.

2.8 LIABILITY

2.8.1 *Joint Offers*

Partners in a joint offer assume joint and several liability towards the Contracting Authority 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. The Contracting Authority 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.

2.8.2 *Subcontracting*

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

- The Contracting Authority 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 the Contracting Authority on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need the Contracting Authority's express authorisation 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 the Contracting Authority'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 Data Protection Officer of the Contracting Authority. 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 coming within the scope of the Treaties⁶, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement under the conditions laid down in that agreement⁷.

Being launched by an EU Agency, this procurement procedure is not opened to the countries parties to the Government Procurement Agreement - GPA⁸.

The rules of access to the market apply to all joint tenderers but do not apply to subcontractors.

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 the Contracting Authority .

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 the Contracting Authority's 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 the Contracting Authority has accepted the tender, it shall become the property of the Contracting Authority and shall be treated confidentially.

The Contracting Authority shall not reimburse expenses incurred in preparing and submitting tenders or specific contracts. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure. No compensation may be claimed by tenderers whose tender has not been accepted, including when the Contracting Authority decides not to award the contract.

6 "Since the United Kingdom notified on 29 March 2017 its intention to leave the Union, pursuant to Article 50 of the Treaty on European Union, the Treaties will cease to apply to the United Kingdom from the date of entry into force of the withdrawal agreement or, failing that, two years after the notification, unless the European Council, in agreement with the United Kingdom, decides to extend that period. As a consequence, and without prejudice to any provisions of the withdrawal agreement, this (description of the act) only applies until the United Kingdom ceases to be a Member State".

⁷ Namely, under the Stabilisation and Association Agreements (SAA) economic operators established in **FYROM, Albania, Montenegro, Serbia and Bosnia and Herzegovina** have been granted access to procurement procedures of EASO regardless of the value of the purchase.

Moreover, under the European Economic Agreement, economic operators established in **Iceland, Norway and Liechtenstein** have full access to procurement procedures of EASO.

⁸ Except for Iceland, Norway and Liechtenstein.

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them. 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 The Contracting Authority's 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 24/09/2018** 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 THE CONTRACTING AUTHORITY

In principle, no contact is permitted between the Contracting Authority and the tenderers during the contract award procedure. However, contacts may exceptionally be permitted – these cases are specified in the Invitation to tender (point 9).

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 the Contracting Authority in order to assess the tender; signed by an authorised agent (preferably in blue ink) etc.

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 Form⁹** is to be signed by a representative of the tenderer authorised to sign contracts with third parties.
- **Financial Identification Form¹⁰** 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 enrol 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 the Contracting Authority in writing. If the conditions for performance of the contract are no longer guaranteed as a result of these changes, the Contracting Authority 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).

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, the Contracting Authority 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

⁹ This form is available at:

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

¹⁰ The form is available at:

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

- an entity without legal personality but offering sufficient protection of the Contracting Authority '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.24 of the draft framework 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.

Economic and financial capacity of the tenderer(s)

- Criterion

Annual turnover exceeding EUR 200.000 for each of the past three years (2015, 2016 and 2017)

- Evidence

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

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, all of them, in principle, 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 50% of the contract.

Technical and professional capacity of the tenderer(s)

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

Evidence of the technical and professional capacity must be furnished on the basis of the following supporting documents:

- Criteria

- 1) Legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in the tender specifications
- 2) Minimum five years of experience in the provision of services described in the point 1.2 of the tender specifications
- 3) Necessary human resources to perform the requested services, including experience in the area covered by the contract, as specified in the point 1.5

- Evidence for selection criteria

- 1) 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 architectural services so as to assure the Contracting Authority that the contractor is ready to begin activities in accordance with the relevant legislation).

- 2) A list of at least 5 projects performed during the past 5 years and providing services under this tender specifications. The list shall include a brief description of the subject, year of implementation and value.
Minimum 2 projects are required from the past year (12 months prior the date of the invitation to tender).
- 3) At least one CV for each of the main resource profiles matching the requirements specified in the point 1.5. (i.e. Key expert/Project manager; Junior Architect; Senior Architect; Junior Engineer; Senior Engineer, Surveyor), in total 12 CVs

Section Two: Technical proposal

3.4.4 Technical conformity documentation

Qualitative award criteria 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**.

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, Contracting Authority may decide to give a zero mark for the relevant qualitative award criteria).

The following qualitative award criteria will be applied:

No	Qualitative award criteria	Maximum points (Minimum required points)
1.	<p>Quality and relevance of the methodology (e.g. ISO) for provision of high quality deliverables</p> <p>The below elements will be evaluated:</p> <p>-1.1quality assurance mechanisms put in place to guarantee the high quality of deliverables; (maximum 15 points)</p> <p>-1.2available network of resources in other countries, i.e. how the tenderer is going to ensure that the deliverables for the services delivered in Greece, Italy, Malta or Turkey are of high quality and compliant with applicable law(s). (maximum 20 points)</p>	<p>Max. 35 points</p> <p>(Min. 17.5 points)</p>
2.	<p>Case study: Describe the approach and aspects covered when assigned to refurbish ten pantry facilities for use by staff in an office environment.</p> <p>The below elements will be evaluated:</p> <p>2.1How the project manager will coordinate allocation of tasks and balance of profiles for this specific task (i.e. which profile is going to do which task, and how much time each profile will spend on each task); (maximum 15 points)</p> <p>-2.2description of the main challenges which can be encountered in the course of this task and proposed mitigating measures. (maximum 15 points)</p>	<p>Max. 30 points</p> <p>(Min. 15 points)</p>

3.	<p>Management and coordination of the future framework contract and specific contracts in order to provide timely and complete responses to the requests.</p> <p>The below elements will be evaluated:</p> <p>3.1 how the contacts between the Contracting Authority and the contractor will be handled in order to provide timely and complete responses; (maximum 10 points)</p> <p>3.2 measures to maintain flexibility in handling the urgent requests in case of multiple specific contracts signed for the assignments to be performed in parallel; (maximum 15 points)</p> <p>3.3 a standardized process description on service delivery for individual assignments; (maximum 5 points)</p> <p>3.4 methods of open book time sheet keeping in lieu to invoicing. (maximum 5 points)</p>	<p>Max. 35 points</p> <p>(Min. 17.5 points)</p>
<p>Total number of points 100 points</p>		

Tenders scoring less than 50 points of the total number of points and/or less than 50% of the points awarded for a criterion (1, 2 or 3) will be excluded from the rest of the assessment procedure.

Section Three: Financial proposal

3.4.5 Financial conformity documentation

Tenderers must use the **financial proposal form (SSF 9)** 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 the Contracting Authority by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption;
- Prices shall not be conditional and be directly applicable by following the technical specifications;
- Prices shall be quoted for each profile and shall be all-inclusive, i.e. including all relevant costs and all expenditure (e.g. information gathering, placement, periodic meetings with the Contracting Authority, etc.)

- The only reimbursable costs permitted are the travel, accommodation, daily subsistence costs and direct office costs referred to in the points 1.2 and 1.3 of the tender specifications;
- Prices shall be fixed and not subject to revision during the first year of the performance of the framework contract;
- The reference price for the award of the contract shall consist of the '**Total NET after weighting, consolidated price for evaluation**' in SSF 9 Financial proposal form;
- This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

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, the Contracting Authority may disqualify the bid. The Contracting Authority 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 following award criteria will be applied:

- **quality in terms of technical quality of the offer assessed on the basis of the Criteria specified in the point 3.4.4 (60 %);**
- and
- **price of the tender - 'Total NET after weighting, consolidated price for evaluation' - (40%)**

The contract will be awarded to the tender which offers the best value for money and reaches the highest score according to the following formula:

$$\text{Score for tender X} = \frac{\text{cheapest price}}{\text{price of tender X}} * 100 * \text{price weighting (40 \%)} + \frac{\text{total quality score (out of 100)}}{\text{for all award criteria of tender X}} * \text{quality criteria weighting (60 \%)}$$

4.2. AWARD OF CONTRACT

Information to tenderers

The Contracting Authority 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, the Contracting Authority 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

The Contracting Authority 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. The Contracting Authority 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 Contracting Authority be liable for any damages in any way connected with the cancellation.

Evidence by contractor

During the standstill period, the Contracting Authority will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in art.141(3) RAP and Articles 106 and 107 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, the Contracting Authority 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, the following evidence confirming the declaration of honour:

- 1 The Contracting Authority shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 106 of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;

- 2 The Contracting Authority shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 106 of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- 3 Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- 4 Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Contracting Authority requests it.
- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Contracting Authority may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
- 6 The Contracting Authority 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 The Contracting Authority 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 The Contracting Authority services to check this evidence.

Annexes to the Tender specifications:

Annex 1 - Standard Submission Forms

Annex 2 - Draft Framework Service Contract