

INVITATION TO TENDER No AO/014/20**Collection of National Key Enforcement Judgments related to IPR****ANNEX I — TENDER SPECIFICATIONS****1 INTRODUCTION**

The European Union Intellectual Property Office (EUIPO), ‘the Office’, which was known as OHIM until 23 March 2016, was created as a decentralised agency of the European Union (EU) to offer intellectual property rights protection to businesses and innovators across the EU and beyond. Since its foundation in 1994 the Office has been based in Alicante, in Spain, where it manages the registration of the EU trade mark and the registered Community design, unitary intellectual property rights valid throughout the EU. In cooperation with national and regional EU IP offices, users of the IP system and other institutional partners, the Office works to strengthen IP at European and international level. The EUIPO also hosts the European Observatory on Infringements of Intellectual Property Rights which brings public and private stakeholders together in the fight against piracy and counterfeiting.

2 PURPOSE AND SCOPE

The scope of the present procedure is the collection of national key enforcement judgments that are related to intellectual property rights (IPRs).

In 2014 the EUIPO, through the Observatory, started a collection of national key enforcement judgments related to IPRs from the EU Member States. The activity is implemented in cooperation with participating national IP offices (IPOs) in the EU Member States. It has not been possible to involve all the Member States in the activity and this situation leaves important gaps in the project.

The main objective of this activity is to consolidate and expand the collection of national key enforcement judgments to cover all the Member States. For this to be achieved,

the gaps need to be filled and a process for systematic updates for all Member States needs to be ensured.

The provider will assist in the collection of key judgments related to the enforcement of IPRs rendered by national courts to be included in the EUIPO's eSearch Case Law database. The main tasks of this activity include: first, providing key enforcement judgments from the Member States not participating in the project and from participating Member States that are no longer able to provide them; second, updating information on key enforcement judgments from non-participating Member States collected internally by the EUIPO.

The activity will be implemented offsite, that is, not on the EUIPO premises.

3 VOLUME

The maximum volume of the Contract is **EUR 357 000**.

Year 1: EUR 117 000

Year 2: EUR 80 000

Year 3: EUR 80 000

Year 4: EUR 80 000

TOTAL: EUR 357 000

Please note that the yearly volumes indicated are a maximum. Any financial proposal received that does not respect these maximum yearly amounts will be automatically excluded from the evaluation procedure.

The Office may exercise the option to increase the amount at a later stage via a negotiated procedure with the successful economic operator(s) in accordance with point 11.1(e) of Annex I to Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

4 TENDER GUARANTEE

The submission of a preliminary tender guarantee is not applicable to this procurement procedure.

5 PARTICIPATION

Participation in procurement procedures is open on equal terms to all natural and legal persons falling within the scope of the Treaties. This includes all legal entities

registered in the EU and all natural persons having their domicile in the EU, regardless of whether they have branches outside the EU.

Economic operators can submit a tender in reply to this invitation to tender as a sole tenderer or as a group in a joint tender. In either case, subcontracting is permitted.

The role of each entity involved in a tender must be clearly specified in the tender: sole tenderer, group member or group leader, subcontractor or entity on whose capacities the candidate relies to fulfil the selection criteria.

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as including natural or legal persons residing or established in the United Kingdom. UK residents and entities are therefore eligible to participate under this procedure.

* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community

5.1 Joint tender

A joint tender is the situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer.

All members of the group (partners) assume joint and several liability towards the contracting authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the contracting authority for administrative and financial aspects as well as operational management of the contract.

The joint tender must clearly indicate the role and tasks of each legal entity in the tender proposed. To this end all members of the group should sign a **written undertaking of third entities**. For groups not having formed a common legal entity, model A should be used, and for groups with a legal entity in place model B should be used.

In a joint tender, the exclusion criteria apply to each member of the group, while the selection criteria apply either individually or to the group as a whole.

5.2 Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The

contractor retains full liability towards the Office for performance of the contract as a whole. Under no circumstances may the contractor avoid liability towards the Office on the grounds that the subcontractor is at fault.

Accordingly, the Office will treat all contractual matters (e.g. payment) exclusively with the tenderer, whether or not the tasks are performed by a subcontractor.

Subcontracting is allowed, provided the subcontractor complies with the exclusion criteria, and that there is no conflict of interest (see section 5.4).

The tenderer must mention the identified subcontractor(s), the envisaged percentage of the contract which will be performed by the subcontractor(s), a brief description of the reasons for using one or several subcontractors and a description of the roles, activities and responsibilities of each subcontractor.

The provisions on changing or adding subcontractors during the performance of the contract are detailed in Article II.13 of the General Terms and Conditions of the contract (Annex III to the invitation to tender).

5.3 Identification of a tenderer

The tenderer (group leader in case of a joint tender) must present the forms mentioned below, where applicable, using the template available in Annex IV of the procurement documents (standard submission form). This form should include the name of the tenderer (including all members in case of a joint offer) and the contacts of the single contact person in relation to this tender and must be signed by the person(s) empowered to represent the tenderer and entitled to sign the contract in case the offer is successful. In addition, the tenderer should add to the submission form a brief summary of the tenderer's history and activities.

In order to prove the legal capacity and status, the tenderer (in case of joint offer only the leader) must provide a completed and signed **Legal Entity and Financial Identification Form**. This must be accompanied by supporting documents which demonstrate the person's authority to represent the legal entity in signing contracts (together or alone) (e.g. register(s) of companies, official gazette, VAT registration, copy of publication of appointment if legislation applicable to the legal entity so requires). The tenderer (the leader of the group in case of a joint tender) is requested to declare whether it is a Small or Medium Sized Enterprise. This information is used for statistical purposes only.

In case of a joint tender, a **written undertaking** must be submitted using:

- Model A: an 'Agreement/Power of Attorney', designating one of the partners of the group as leader and giving a mandate to it, is signed by all the group partners; or
- Model B: an 'Agreement/Power of Attorney', creating an entity with legal personality, appointing a group manager as leader and giving a mandate to it, is signed by all the group partners.

In case of subcontracting:

- a **subcontractor's declaration form** duly signed by an authorised representative, confirming its participation as a subcontractor in the tender, which will have to be provided should the Office request it;
- a **subcontracting information form** stating the reasons why the tenderer is envisaging subcontracting the roles, stating clearly activities and responsibilities of subcontractor(s) and specifying the volume / proportion to be assigned to each subcontractor, which must be submitted with the offer.

It is the responsibility of the tenderer (group leader in case of a joint tender) to submit all the above-mentioned documents.

5.4 Conflicts of interest

A conflict of interest may arise in particular in (but is not limited to) the following situations:

- where staff members of the Office who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure, have, directly or indirectly, a financial, economic or other personal interest in that economic operator, which might be perceived to compromise the impartiality and independence of the procurement process;
- where the prior involvement of the economic operator in the preparation of the procurement procedure may result in the distortion of competition and cannot be remedied by other, less intrusive measures;
- where the Office considers that the economic operator has conflicting interests which may negatively affect the performance of the contract (called a professional conflicting interest);
- where two related economic operators participate in a procedure and there is no genuine separation between the respective tenders so as to risk jeopardising effective competition;
- any other situation of conflict of interest that may result in the distortion of competition or compromise the principle of equal treatment.

The absence of professional conflicting interest may be checked at any time during the procurement procedure, after signing the contract and throughout its implementation (see Article II.10 of the General Terms and Conditions of the contract).

6 THE EVALUATION PROCESS

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- check if the tenderer has access to procurement;

- verification of administrative compliance (if the tender is drawn up in one of the official EU languages and signed by a duly authorised representative(s) of the tenderer);
- verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- selection of tenderers on the basis of selection criteria;
- verification of compliance with the minimum requirements defined in the tender specifications;
- evaluation of tenders on the basis of the award criteria.

The Office will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the Office during the procedure. If any of the declarations or information provided proves to be false, the contracting authority may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to the exclusion and selection criteria, the contracting authority may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

6.1 Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136 of the Financial Regulation.

The EU's Early Detection and Exclusion System will be consulted for each tenderer.

As evidence of non-exclusion, the tenderer (sole tenderer, or each member of the tendering group in case of joint offers) must provide together with their tender a **declaration on honour**, duly signed by an authorised representative. The declaration on honour is attached to Annex IV — Standard submission form of the present invitation to tender.

Except in duly justified cases, economic operators who have failed to submit complete information as required in the procurement documents, will be contacted by the Office to provide the missing information or clarify supporting documents.

The tenderer to whom the contract is to be awarded must provide, within a time-limit defined by the Office and preceding the signature of the contract, the evidence referred to below confirming their declaration on honour.

- For situations described in points (1)(a), (c), (d) or (f) of the declaration on honour, the provision of a **recent extract from the judicial record** is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country in which the economic operator is established showing that those requirements are satisfied.
- For the situation described in points (1)(a) or (b) of the declaration on honour, the provision of **recent certificates of payment of taxes and social security** issued by the competent authorities of the State are required or, failing that, a solemn statement made before an administrative authority or a qualified professional body in the country in which the economic operator is established.

Failure to provide part or all of the required evidence within the set deadline will lead to the rejection of the tender.

6.2 Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this invitation to tender, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

Tenderers (sole tenderer, or each member of the tendering group in case of joint offers) must state in the declaration of honour that they fulfil the selection criteria applicable to them individually, if relevant. This declaration is part of the declaration used for exclusion criteria, so only one declaration covering both aspects should be provided by each concerned entity.

The selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure (as indicated in Annex IV). Except in duly justified cases, economic operators who have failed to submit complete evidence or to make statements as required in the procurement documents, will be contacted by the Office to provide the missing information or clarify supporting documents within a given deadline. Failure to adequately prove the requested capacity with the indicated evidence will result in the rejection of the tenders at this stage.

Reliance on entities:

In order to fulfil the selection criteria, a tenderer may rely on the capacities of other entities, regardless of the legal nature of the links it has with them (e.g. subcontractors, companies within the same corporate structure, etc.). In this case, the tenderer must prove to the Office that it will have the resources necessary for performance of the contract at its disposal, by producing a '**Commitment letter by entity for reliance**' (form available in Annex IV) signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

Reuse of evidence:

If tenderers already provided the requested evidence for the purpose of another procurement procedure of the Office, they may fill in the **Statement on the reuse of documents form** provided the issuing date of the evidence does not exceed one year before the deadline for submission of the present invitation to tender and it is still valid.

6.2.1 Economic and financial capacity

In order to prove the necessary economic and financial capacity to perform the contract, the tenderer must comply with the criteria listed below.

Tenderers (in case of a joint tender the combined capacity of all members of the group) must demonstrate the minimum levels of capacity as a whole.

Criterion	Minimum level of capacity and supporting evidence for assessment
Turnover	Average yearly turnover of the last three (3) financial years above EUR 100 000. Copy of the profit and loss accounts and balance sheet for the last three (3) years for which accounts have been closed from each concerned Involved Entity, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last eighteen (18) months.

6.2.2 Technical and professional capacity

Tenderers must comply with the criteria listed below to prove that they have sufficient technical and professional capacity to perform the contract.

Tenderers (in case of a joint tender, unless stated otherwise, the combined capacity of all members of the group, including subcontractors) must demonstrate the minimum levels of capacity as a whole:

Criterion	Minimum level of capacity and evidence for assessment
Experience in similar projects / contracts	<p>A list of relevant projects including the collection and/or analysis of case-law and/or publications or reviews in the field of IP law.</p> <p>The list must include at least 3 relevant projects in the area of collection and/or analysis of case-law and/or publications or reviews in the fields of IP law. At least 2 of these projects must cover several (i.e. more than 2) EU Member States.</p> <p>The projects must have been executed (i.e. not ongoing but fully completed) in the last five years. The list shall include details of their start and end date and scope.</p> <p>Where relevant, each referenced project in the list must be accompanied by certificates or statements indicating satisfactory completion, signed by the respective client(s), specifying whether it has been carried out in a professional manner and that it has been fully completed. The certificate must include, as a minimum, the precise object of the project performed and duration.</p> <p>Alternatively, as supporting evidence for each project referenced, the tenderer may provide a link to the result of the project, or evidence of publication or review, or any equivalent evidence that the project has been performed and fully completed.</p>
Qualified staff for the required services	<p>Presentation of the educational and professional qualifications, skills and experience of the persons responsible for performance, to ensure that they have sufficient technical and professional capacity in conformity with the technical specifications. Evidence can be presented through a single document or a series of separate documents detailing such information.</p> <p>This criterion applies to the project lead (team leader/coordinator) and project members. The description should demonstrate, for the project lead and 2 project members at least, that:</p> <ul style="list-style-type: none"> • they have the relevant language capacity (at least English level B2), in line with the CEFR European language levels

	<p>(https://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr);</p> <ul style="list-style-type: none"> • the team leader/coordinator has at least 3 years' experience in team management and coordination; • the team leader/coordinator has a proven legal background, i.e. a level of education which corresponds to completed university studies in law attested by a diploma, when the normal period of university education is four years or more; • the project members are either academics with experience in IP law, or practising lawyers/legal practitioners with proven experience of a minimum of 3 years.
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6.2.3 Legal and regulatory capacity

In order to prove that the tenderer has sufficient legal and regulatory capacity to perform the contract, tenderers must comply with the criteria listed below.

Criterion	Evidence and basis for assessment
Registered in a professional or trade register	<p>Proof of enrolment in a relevant trade or professional register issued by the competent authorities of the State.</p> <p>Basis for assessment: for each economic operator participating in the tender (in case of a joint tender each member of the group).</p>

6.3 Evaluation of tenders

6.3.1 Compliance with the minimum requirements of the Tender documents

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this invitation to tender.

Particular attention is drawn to the minimum requirements provided for in the technical specifications (cf. point 9 of Annex II). Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions or reservations on the part of the tenderers.

The minimum requirements must be observed throughout the entire duration of the contract.

Tenders that are not compliant with the applicable minimum requirements will be rejected.

6.3.2 Technical evaluation

Tenderers are required submit a technical proposal, in accordance with the technical specifications and annexes. As a general indication, the Office considers that a clear and concise offer would not exceed approximately 15 pages.

The technical proposal must provide all the information needed to assess each of the quality award criteria as detailed below:

TECHNICAL AWARD CRITERIA (QUALITY)	Points
<p>Criterion 1 - Methodology: the evaluation will assess the reliability and accuracy of the methodology to be used for the identification and collection of case-law. The evaluation will take into consideration:</p> <p>1.a – the methodology to fully cover all the required Member States;</p> <p>1.b - the actual means of collecting the information, including technical resources. The tenderer should explain which network and sources of information (such as databases) will be used to gather the required information. The tenderer should explain in more detail how relevant case-law will be identified and collected from the required Member States.</p> <p>1.c - the means to ensure that the information collected covers the key cases related to the enforcement of IPRs.</p>	<p>(30)</p> <p>10</p> <p>10</p> <p>10</p>
<p>Criterion 2 - Work plan: a work plan should be provided, containing all the information regarding milestones, deliverables and timelines, and demonstrating the feasibility of the proposed approach.</p>	<p>(15)</p>
<p>Criterion 3 - Organisation of work and allocation of tasks: the tenderer must present a description of how the roles and responsibilities of this proposed team will be distributed for each task. The evaluation will assess:</p> <p>3.a - the global allocation of time and resources to the project and to each deliverable, and whether this allocation is adequate for the work;</p> <p>3.b - the stability and continuity of the team: the tenderer should explain how it will ensure the availability of the main expert/coordinator and members of the team during the different steps, the replacement of persons assigned to the contract, the handover process and the availability of backups.</p>	<p>(15)</p> <p>10</p> <p>5</p>

<p>Criterion 4 - Quality of the proposed resources: The tenderer should provide information about the team that will support the proposal and demonstrate how the quality and adequacy of the team specifically proposed for the performance of the contract will ensure its efficient and effective implementation.</p>	(30)
<p>4.a - The tenderer should explain how the composition of the team and the experience and academic/professional background of the team members, such as specialisation in IP law, and/or specific experience in the area of national enforcement case-law, will add value to the project.</p>	15
<p>4.b - The tenderer should demonstrate the adequacy of the proposed resources for the specific aspect of the collection of key judgments in the selected Member States. The tenderer should demonstrate that collection in the selected Member States will be carried out efficiently by legal experts of the respective jurisdictions with a specialisation in IP. The tenderer should explain how it will ensure the cooperation of these resources throughout the project.</p>	15
<p>Criterion 5 - Quality management: The tenderer should describe in detail the nature, scope and periodicity of the quality checks it will implement to ensure that the deliverables meet or exceed the EUIPO's requirements in terms of quality, completeness and timing. The tenderer should also explain how it will remedy any potential deficiencies, especially in cases where the contractual quality performance levels are not reached.</p>	(10)
TOTAL	100

Each criterion (and sub-criterion) has a weighted score and the scoring system is explained in detail below:

Score	Quality scale
0 %	The proposed answer fails to meet the criterion and the relevant technical specifications; and/or it does not provide any solution; and/or no answer is given; and/or its meaning is totally unclear and/or prolix; and/or merely quotes/recalls the text of the technical specifications
20 %	The proposed answer falls short of meeting the criterion and the relevant technical specifications as it has significant shortcomings in a number of key aspects and/or is inconsistent in a number of aspects and/or is incomplete and/or its meaning is unclear and/or not specific to the question and/or merely quotes the text of the technical specifications in relation to most of the key aspects.

Score	Quality scale
40 %	The proposed answer meets the criterion and relevant technical specifications but with some shortcomings that render the answer partially satisfactory, unclear and/or not specific to the question.
60 %	The proposed answer meets the criterion and the relevant technical specifications, covering most of the key aspects, and proposes solutions with relevant added value.
80 %	The proposed answer meets the criterion and the relevant technical specifications in all key aspects, and proposes solutions with highly relevant added value.
100 %	The proposed answer meets the criterion and the relevant technical specifications in all aspects and exceeds some or all of the major requirements, adding remarkable value to the processes.

The quality of the technical proposal will be evaluated by attributing individual scores from the different award criteria and by establishing for each tender an overall technical score (the sum of all individual scores).

Tenders that do not reach 40 % of the overall total score for the technical evaluation will not be considered for the award.

At the end of the evaluation, the tender with the best overall technical score will receive a quality indicator of 100 points. The remaining tenders will receive lower quality indicators in proportion to their overall technical scores using the following formula:

Quality indicator: $((\text{score of your offer} / \text{score of the best technical offer}) \times 100)$

6.3.3 Financial evaluation

Tenderers are required to fill in the financial proposal form included in Annex IV - Standard Submission Form, which also contains the instructions on how to complete it. Failure to complete the financial proposal or changing it in any way that would influence the result of the financial evaluation will lead to the rejection of the tender.

Each tenderer's financial offer must be completely unambiguous and unconditional. Tenders which contain statements preventing an accurate and complete assessment of the financial offer (e.g. 'To be discussed', 'Depending on x') or referring to external circumstances (such as an already existing but separate contract) will be disqualified.

Tenderers are strongly encouraged to carefully read the document "Financial proposal instructions" attached to Annex IV "Standard submission form". Besides the

instructions to draft the financial offer, the document contains very important information on the access of the Office premises/facilities by contractor's staff.

The financial evaluation will be based on the information provided in the financial proposal.

Attention is drawn to the fact that after the submission of the tenders, tenderers may not add any new prices or price elements. If the Office requests an explanation of the financial offer, tenderers may only do this on the basis of elements already present in their tender, which should be explicitly mentioned.

Abnormally low tenders

Tenderers must be aware of point 23 of Annex I to Regulation (EU) 2018/1046 on abnormally low tenders.

In order to avoid offers with abnormally low prices that could jeopardise the correct delivery of the services, whenever the Office identifies suspect abnormally low tenders, the Office will request, in writing, a detailed breakdown of the constituent elements of the offer and any other information considered relevant. The Office will check them, using any assessment tool deemed necessary, taking into account the explanations received and also the prevailing market prices.

These details should demonstrate that the prices offered are compliant with the laws applicable in the country in which the services are to be performed, as well as the genuineness of the offer - for example, minimum levels of staff remuneration, social security contributions, occupational safety and health standards, and/or other applicable schemes and standards.

On the basis of the assessment performed by the Office, if the tender is deemed to be abnormally low, it will be rejected.

Conclusion

At the end of the financial evaluation, the cheapest offer will receive a price indicator of 100 points. The remaining tenders will receive lower price indicators in proportion to their prices using the following formula:

$$\text{Price indicator: } ((\text{lowest price} / \text{price of your offer}) \times 100)$$

6.4 Award

The award method is: **the best price-quality ratio procedure** and tenders will be ranked according to the formula detailed below.

Price (price indicator) will be given a weighting of **40 %** and **quality** (quality indicator) will be given a weighting of **60 %**.

The final score will be obtained by using the following formula:

$$((\text{Price indicator} * 40 \%) + (\text{Quality indicator} * 60 \%))$$

7 CONTRACT GOVERNANCE

- The contract, a draft of which is attached as Annex III to the procurement documents, will be concluded for period of four (4) years.
- The contract will only enter into effect on the date when it is signed by the last contracting party.
- Until the contract has been signed by both/all parties, the Office may abandon the invitation to tender or cancel the award procedure, and tenderers will have no entitlement to claim any compensation. In this case, reason(s) must be given for such a decision, and all tenderers informed thereof.

7.1 Guarantee

The current Contract is not subject to the submission of a bank guarantee.

7.2 Compliance during implementation

In addition to the compliance with minimum requirements as set out in section 9 of the technical specifications, which must be observed not only during the tendering phase, but throughout the whole duration of the contract, contractors must comply with applicable obligations under environmental, social and labour law established by EU law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU.

If during the implementation of the contract, a contractor falls into a situation that could give rise to professional conflicting interests, it must notify the Office in writing as soon as possible, as provided in Article II.10 of the General Terms and Conditions of the contract.

7.4 Performance during implementation

The Office will strive towards a culture of continuous improvement with the contractor during the implementation of the contract. For this reason, the contractor is expected to have established a continuous service improvement process. As part of this process, the contractor is responsible to continuously analyse their services and identify and follow-up improvement actions as needed. Performance will also be jointly analysed

and discussed by the Office and the contractor in order to identify and address issues, their root causes, and plan and follow-up identified improvement actions. This process will be the key instrument to steer the required transformation in a consistent and co-ordinated way across all activities of the contract.

The requested services and the specific requirements concerning their performance are described in the technical specifications.

The minimum service levels required and the applicable mechanism in case of their non-fulfilment (including penalties if relevant) are described in the Service Level Agreement (Annexes II and II.2). The application terms for liquidated damages are defined in Article II.17 of the General Terms and Conditions of the contract.

7.5 Integrated management system

The contractor is obliged to comply with all the conditions imposed by the Office and to provide all the information the Office deems necessary to ensure that standards, instructions, regulations, management systems and certifications implemented at the Office are duly observed. The contractor is solely liable in that respect for any consequences resulting from non-compliance.

Specifically, the contractor must take responsibility for compliance with the following regulations and management systems currently implemented at the Office:

- Management standards in Quality (ISO 9001)
- Management standards in Environment EMAS
- Management standards in Information Security (ISO 27001)
- Management standards in Occupational Health and Safety (OHSAS 18001)
- Management standards in Universal Accessibility (UNE 170001)
- Management standards in Energy Certification Systems (ISO 50001)
- Management standards in Complaints and Claims Management Systems (ISO 10002).

One of these management systems is the EMAS environmental management scheme, which aims to minimise the environmental impact of all the Office's activities, including those carried out by external contractors. The successful tenderer must therefore follow the Office's environmental guidelines in the work it undertakes ([Office's Integrated Management Systems Policy](#)). According to that policy, the Office recommends that all the required goods, services and works comply, wherever possible, with Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009 on the voluntary participation by organisations in a Community eco-management and audit scheme (EMAS).

If, during the term of the contract, the Office implements any standards, instructions, regulations, management systems or certifications additional to those indicated above, the contractor is obliged to comply with them and to deliver the requisite documentation for maintenance and management thereof.

7.6 Coordination of activities

Apart from the internal regulations of the Office, the respect of the rules established by the current legislation on prevention of occupational risks will be mandatory in the relations between the Office and the contractor. In this sense, and according to the present rules regarding the coordination of business activities, the Office will demand a reciprocal exchange of information, as well as continual cooperation in the area of occupational risks.