



Procurement procedure EASO/2017/589

Tender Specifications

Provision of expert services for the revision, update and further development of EASO professional development materials for members of courts and tribunals

Open procurement procedure to conclude a framework contract

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1. TECHNICAL SPECIFICATIONS

1.1 INTRODUCTION

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

In line with its mandate in accordance with the EASO founding Regulation and in close cooperation with court and tribunal members of the Member States, EASO is leading the production of professional development materials aimed at providing court and tribunal members with a full overview of the CEAS on a step-by-step basis.

This professional development series (PDS) contains, for each subject, an analysis of the legal situation in the subject at hand; a compilation of relevant sources including, but not limited to, jurisprudence, legislation and academic writings; a guidance note based on the EASO common professional development methodology to be used during facilitators' workshops and such other didactic tools as may be appropriate, such as case studies, training exercises etc.

The professional development series is composed to date of the following subjects (professional development materials already published or currently in development):

- Article 15(c) QD
- Introduction to the CEAS and the role and judicial responsibilities of the courts and tribunals in the field of international protection
- Exclusion
- Ending international Protection
- Asylum procedures and non-refoulement principle
- Qualification for international protection
- Credibility and evidence assessment;
- Country of origin information

According to the EASO development plan for the professional development series drawn up in consultation with the EASO Network of Courts and Tribunals, a minimum of three additional subjects will be made available by 2019.

It is indispensable to develop and maintain these materials in full consideration of the specialised nature of the information to be provided and the need to ensure the utmost respect for the independence of national courts and tribunals.

1.2 DESCRIPTION OF SERVICES

There is clear need to review the published professional development material on a regular basis in order to guarantee these maintain their relevance and ensure that they contain up to date information for the complete information of (quasi-) judicial decision makers in the field of international protection.

In complement to the work conducted under the auspices of the EASO Network of Courts and Tribunals, there may also be a need to facilitate an expedited production of the remaining subjects of the professional development series to be made available to courts and tribunals as well as judicial training bodies in the Member States.

Against the above background, the scope of the assignment shall cover the following services:

- Service 1: Review of EASO Professional Development material

Provide preparatory background research and analysis on the content of EASO Professional development material (Judicial Analysis and Judicial Trainers Guidance Note on specific subjects).

Provide judicial expertise on the content and quality of materials developed from both a content as well as a didactic perspective.

Deliver recommendations on the need for updating of the PD material including the scope, the extent and the timeliness of a possible update.

- Service 2: Update of EASO Professional Development material

Provide judicial expertise and updated content for EASO Professional development material (Judicial Analysis and Judicial Trainers Guidance Note on specific subjects) in consideration of the necessity to ensure high standards of didactic expertise.

Deliver updated professional development material on specific subjects according to terms of reference defined by EASO.

- Service 3: Development of EASO Professional Development material

Provide judicial expertise and deliver a comprehensive judicial analysis on a subject in the EASO professional development series subjects consisting of an analysis of the legal situation in the subject at hand; a compilation of relevant sources including, but not limited to, jurisprudence, legislation and academic writings; a guidance note based on the professional development methodology to be used during facilitators' workshops and such other didactic tools as may be appropriate, such as case studies, training exercises etc.

The above mentioned services in relation to the professional development series should be undertaken as far as possible within the framework of the jointly agreed methodology for professional development activities available to members of courts and tribunals.

Bearing in mind the overall purpose of this contract for judicial expertise in the field of asylum as well as the particular target audience for which the materials developed may be of relevance, the contractor must:

- Be a multi-national judicial representative organisation whose purpose includes, but is not limited to, fostering the development of European refugee law, promoting a wide understanding of norms of international and European refugee law and promoting or undertaking research initiatives, publications and projects where appropriate to achieve these aims. Such organisation should have a membership constituted of members of courts and tribunals or demonstrate a proven track record of activities implemented together with members of courts and tribunals;
- Have an outstanding knowledge of European asylum law, including the European asylum *acquis*, as well as a comprehensive knowledge of developments in relation to the Common European Asylum System, including the jurisprudence of the Court of Justice of the European Union as well as the European Court of Human Rights. Moreover, the contractor should be able to demonstrate the capacity to provide contemporary information and legal analysis on developments in relation to European asylum law as it is applied by national courts in the Member States;
- Have a proven track record of being capable of providing judicial expertise as well as experience of the requirements of member of courts and tribunals in relation to professional development.

1.3 DESCRIPTION OF RESOURCES

The tenderer shall have necessary human resources to perform the contract.

It is envisaged that the tenderer will appoint a project administrator to facilitate the cooperation between the contracting party and EASO, including the organisation of meetings, managing the recruitment of external contracted experts (including researchers and didactic experts), ensuring the timely delivery of supporting documents relating to the project and payment in respect thereof as well as carrying out such other tasks as may be necessary to ensure the satisfactory execution of the contract.

Profile	Responsibilities	Minimum requirements
Project administrator	Facilitation of the cooperation between the contracting party and EASO, including the organisation of meetings, managing the recruitment of external contracted experts (including researchers and didactic experts), ensuring the timely delivery of supporting documents relating to the project and payment in respect thereof as well as carrying out such other tasks as may be necessary to ensure the satisfactory execution of the contract.	University degree. Minimum 2 years of experience in project management, preferably in the field of judicial cooperation. Very good knowledge of spoken and written English (at least C1 level).

The costs for the service of the project administrator will not be charged separately. The costs shall be taken into account in the hourly rate of the profiles specified below.

In addition the contractor shall use the following resource profiles as part of the project team to implement the specific services:

-Service 1: Review of EASO Professional Development material:

Profile	Responsibilities	Minimum requirements
Researcher	Preparatory background research and analysis on the content of EASO Professional development material (Judicial Analysis and Judicial Trainers Guidance Note on specific subjects). Delivery of draft recommendations on the need for updating of the PD material including the scope, the extent and the timeliness of a possible	University degree, master's level minimum. Minimum 3 years of experience in research in the field of migration and asylum. Very good knowledge of spoken and written English (at least C1 level).

	update.	
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- Service 2: Update of EASO Professional Development material:

Profile	Responsibilities	Minimum requirements
Researcher	<p>Prepare draft updated content for EASO Professional development material (Judicial Analysis and Judicial Trainers Guidance Note on specific subjects) in consideration of the necessity to ensure high standards of didactic expertise.</p> <p>Delivery of updated professional development material on specific subjects according to terms of reference defined by EASO.</p>	<p>University degree, master's level minimum.</p> <p>Minimum 3 years of experience in research in the field of migration and asylum.</p> <p>Very good knowledge of spoken and written English (at least C1 level).</p>
Didactic expert	<p>Provide expertise in the update of a guidance note of professional development methodology to be used during facilitators' workshops and such other didactic tools as may be appropriate, such as case studies, training exercises etc.</p>	<p>University degree master's level minimum.</p> <p>Minimum 3 years of experience in developing didactic content (e.g. training material, manuals, handbooks).</p> <p>Very good knowledge of spoken and written English (at least C1 level).</p>

- Service 3: Development of EASO Professional Development material:

Profile	Responsibilities	Minimum requirements
Researcher	<p>Prepare draft content to form part of a comprehensive judicial analysis on a subject in the EASO professional development series subjects consisting of an analysis of the legal situation in the subject at hand; a compilation of relevant sources including, but not limited to, jurisprudence, legislation and academic writings; a guidance note of</p>	<p>University degree, master's level minimum.</p> <p>Minimum 3 years of experience in research in the field of migration and asylum.</p> <p>Very good knowledge of spoken and written English (at least C1 level).</p>

	possible professional development methodology to be used during facilitators' workshops and such other didactic tools as may be appropriate, such as case studies, training exercises etc.	
Didactic expert	Provide expertise in the preparation of a guidance note of professional development methodology to be used during facilitators' workshops and such other didactic tools as may be appropriate, such as case studies, training exercises etc.	<p>University degree master's level minimum.</p> <p>Minimum 3 years of experience in developing didactic content (e.g. training material, manuals, handbooks).</p> <p>Very good knowledge of spoken and written English (at least C1 level).</p>

1.4 DESCRIPTION OF DELIVERABLES

Against the above background, the scope of the assignment shall cover the following deliverables:

- **Deliverable for service 1: Review of EASO Professional Development material**

Deliver a report on the review of a specific set of materials covering a subject in the PDS outlining recommendations on the need for updating of the PD material including the scope, the extent and the timeliness of a possible update. The report shall include a description of the methodology followed, of the sources consulted and a reasoned opinion underpinning the above mentioned recommendations. The recommendations formulated by the contractor shall in no way be binding on EASO.

Unless otherwise agreed, a draft report shall be delivered within 90 days of signature of the specific contract. In case the specific contract covers several sets of PDS material, an interim payment up to 50% may be foreseen against the acceptance of the interim report.

The contracting authority shall have up to 15 days to approve the deliverable or to ask corrections/modifications to the contractor.

The contractor shall comply with the request for corrections/modifications within 30 days.

When duly justified, these periods may be extended.

- **Deliverable for service 2: Update of EASO Professional Development material**

Deliver updated professional development material on specific subjects according to terms of reference defined by EASO. The material shall be accompanied by an update report describing in detail the amendments implemented.

Updated materials and update reports shall be delivered within 180 days of signature of the specific contract unless agreed otherwise upon signature.

The contracting authority shall have up to 30 days to accept the deliverable or to ask corrections/modifications to the contractor.

The contractor shall comply with the request for corrections/modifications within 30 days.

When duly justified, these periods may be extended.

- Service 3: Development of EASO Professional Development material

Deliver a comprehensive judicial analysis on a subject in the EASO professional development series subjects consisting of an analysis of the legal situation in the subject at hand; a compilation of relevant sources including, but not limited to, jurisprudence, legislation and academic writings; a guidance note based on the EASO common professional development methodology to be used during facilitators' workshops and such other didactic tools as may be appropriate, such as case studies, training exercises etc.

The above mentioned services in relation to the professional development series should be undertaken as far as possible within the framework of the agreed methodology for professional development activities available to members of courts and tribunals.

Professional development materials as described above shall be delivered within ~~180~~365 days of signature of the specific contract unless agreed otherwise upon signature.

The contracting authority shall have up to 30 days to accept the deliverable or to ask corrections/modifications to the contractor.

The contractor shall comply with the request for corrections/modifications within 30 days.

When duly justified, these periods may be extended.

2 THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

EASO envisages awarding a framework service contract for the revision, update and development of EASO Professional Development material for members of courts and tribunals.

The Framework Contract involves no direct commitment and, in particular, does not constitute orders per se. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EASO and the Contractor during its period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through “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 EASO under any obligation to place an assignment. The Framework Contract does not preclude EASO from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by EASO staff.

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force when it has been signed by both contracting parties. *EASO is considered to sign as last contracting party.*

The contract is expected to be signed in February 2018. However the execution of the tasks may not start before the framework contract and the specific contract have been signed by both parties.

The duration of the tasks shall not exceed 48 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 contract shall be signed for an initial period of 24 months. The period of execution of the tasks specified in the contract shall 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 971,000.00 for a period of 4 years. This figure is only indicative and is not in any way binding on EASO.

These figures are indicative and represent the maximum possible expenditure. EASO reserves the right to increase the value of the framework contract by 30 % within three years of the contract, in accordance with Article 85 of the EASO Financial Regulation and Article 134(1)(e) of the RAP¹, by using a negotiated procedure without prior publication of a contract notice with the successful tenderer for new services or works consisting in the repetition of similar services or works entrusted to the economic operator awarded the original contract by EASO).

¹ 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

2.4 PLACE OF PERFORMANCE

The place of performance of the tasks shall be the contractor's premises or any other place indicated in the tender, unless agreed otherwise in writing by the parties.

2.5 IMPLEMENTATION OF THE CONTRACT

A. EASO will submit a request for services to the contractor, with an advance notice of approximately 10-15 working days before the starting date of the work assignment, by sending an email specifying:

- The type of services covered by the assignment (review/update/develop);
- The subject in the EASO Professional Development Series concerned by the assignment;
- The expected timeframe (starting date and duration) of the assignment(s),

Within 10-15 working days the Contractor shall confirm its availability, indicate the profiles, number of hours for each profile and the price of its services, sending back the specific offer duly signed.

Specific Contract

Consequently, EASO shall submit to the contractor a specific contract indicating the type of services covered by the assignment, the subject in the EASO Professional Development Series concerned by the assignment, the period of the assignment and the price of the services provided.

The contractor shall send the specific contract back to EASO, duly signed, within 5 working days. Once the specific contract is signed by both parties the assignment can start.

Execution of the tasks

Assignments shall commence on the date indicated on the specific contract.

2.6 TERMS OF PAYMENT

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

2.7 GUARANTEES

Not applicable.

2.8 LIABILITY

2.8.1 *Joint Offers*

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

Statements saying, for instance:

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

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

2.8.2 *Subcontracting*

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

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

During execution of the contract, the contractor will need EASO's express 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 EASO's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data shall be addressed to by EASO's Data Controller.

As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

3 THE TENDER

3.1 PARTICIPATION AND SUBMISSION OF THE TENDER²

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

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

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

The tender must remain valid for a period of **9 months** following the closing date for submission of the tenders. The offer will remain valid for all renewals. Upon renewals of contracts, EASO reserves the right to request updated forms for exclusion and selection criteria. If the situation concerning these requirements has altered, any changes must be immediately reported to EASO.

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

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

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

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

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

3.2 OPENING OF THE TENDERS

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

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

- not submitted later than the submission deadline;

² "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".

- 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 14:00 on ~~16~~23/01/2018 at the following location:

*European Asylum Support Office (EASO)
MTC Block A, Winemakers Wharf,
Grand Harbour Valletta, MRS 1917, Malta*

One authorised representative of each tenderer may attend the opening of the bids as observer. Companies wishing to attend are requested to notify their intention at least 2 working days in advance by a letter of notification to the following e-mail address: contracts@easo.europa.eu.

3.3 CONTACT BETWEEN THE TENDERER AND EASO

In principle, no contact is permitted between EASO and the tenderers during the contract award procedure. However, contacts may exceptionally be permitted – these cases are specified in the Invitation to tender (point 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 EASO 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 Form³** is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

³ This form is available at:

- **Financial Identification**⁴ Form shall be duly filled in and signed by an authorised representative of the tenderer and his/her bank.

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

If the tenderer is not required or permitted to 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 EASO in writing. If the conditions for performance of the contract are no longer guaranteed as a result of these changes, EASO reserves the right to terminate the contract.

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

Joint Offers

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

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

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

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

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

Subcontracting

If the tenderer envisages subcontracting, the tender must include:

- a **document (SSF 4)** clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;

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

⁴ The form is available at:

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

- a **letter of intent (SSF 5)** by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.18 of the draft framework 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 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.

Technical and professional capacity of the tenderer(s)

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

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

- Criteria and evidence:

Tenderer must:

- 1) Be a multi-national judicial representative organisation whose purpose includes, but is not limited to, fostering the development of European refugee law, promoting a wide understanding of norms of international and European refugee law and promoting or undertaking research initiatives, publications and projects where appropriate to achieve these aims. Such organisation should have a membership constituted of members of courts and tribunals or demonstrate a proven track record of activities implemented together with members of courts and tribunals

The following is required as evidence:

- Articles of Incorporation of the economic entity or, in the case of associations, comparable documentation attesting to the inception of the organisation such as a Statute or Charter of the Association
- Articles of incorporation or registration with the relevant national authorities

- 2) Have an outstanding knowledge of European asylum law, including the European asylum *acquis*, as well as a comprehensive knowledge of developments in relation to the Common European Asylum System, including the jurisprudence of the Court of Justice of the European Union as well as the European Court of Human Rights. Moreover, the contractor should be able to demonstrate the capacity to provide contemporary information and legal analysis on developments in relation to European asylum law as it is applied by national courts in the Member States;

The following is required as evidence:

- A list of minimum 5 publications and legal analyses in the field of asylum law

- 3) Have a proven track record of being capable of providing judicial expertise as well as experience of the requirements of member of courts and tribunals in relation to professional development.

The following is required as evidence:

- A list of minimum 5 professional development events and conferences organised for members and tribunals in the field of asylum law

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.

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

No	Qualitative award criteria	Maximum points	Minimum points
1.	<i>Distribution of roles and responsibilities of the proposed team. Quality control measures for provision of services in order to ensure the judicial character of the deliverables.</i>	50	25
2.	<p><i>Methodology proposed for implementation:</i></p> <p><i>This is to assess the degree to which the methodology proposed shows the capacity to resolve the questions underlying the tender in a realistic and well-structured way as well as to whether the methods proposed are in conformity with the needs of EASO and the technical specifications:</i></p> <p><i>I. Efficiency and effectiveness of the methodology in order to ensure the timely delivery of the requested services (20 points)</i></p> <p><i>II. Methodology proposed to ensure a high quality of research and analysis with regard recent developments in the Common European Asylum System (30 points)</i></p>	50	25
	Total number of points	100	70

Section Three: Financial proposal

3.4.5 Financial conformity documentation

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

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to EASO by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which EASO is exempt from VAT;
- **Prices shall be all-inclusive (i.e. including all relevant costs and all expenditure (e.g. information gathering, administration costs, expenses for internal or external meetings which may become necessary for the performance of the contract, e.g. travel, subsistence etc.). No extra costs shall be recognised.**

Prices shall not be conditional and be directly applicable by following the technical specifications.

Prices shall be fixed and not subject to revision during the first 12 months of the duration of the framework contract.

- The reference price for the award of the contract shall consist of the total NET price of the Financial proposal (SSF9), i.e. TOTAL NET for Service 1 + Service 2 + Service 3.

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

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

4. THE ASSESSMENT PROCEDURE

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

4.1. EVALUATION STEPS

Stage 1 - Application of eligibility and exclusion criteria to tenderer

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

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

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

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

Stage 2 - Application of selection criteria to tenderer

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

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

Stage 3 – Application of award criteria to tender

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

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

The following award criteria will be applied:

- a) Qualitative award criteria:

A	Qualitative award criteria	Weighting (maximum points)
1.	<i>Distribution of roles and responsibilities of the proposed team. Quality control measures for provision of services in order to ensure the judicial character of the deliverables.</i>	50
2.	<p><i>Methodology proposed for implementation:</i></p> <p><i>This is to assess the degree to which the methodology proposed shows the capacity to resolve the questions underlying the tender in a realistic and well-structured way as well as to whether the methods proposed are in conformity with the needs of EASO and the technical specifications:</i></p> <p><i>I. Efficiency and effectiveness of the methodology in order to ensure the timely delivery of the requested services (20 points)</i></p> <p><i>II. Methodology proposed to ensure a high quality of research and analysis with regard recent developments in the Common European Asylum System (30 points)</i></p>	50
Total number of points		100

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

Tenders scoring less than 70 % in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

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

b) Award criterion Price:

For the purpose of the financial evaluation the SSF9 with relevant Excel table "TOTAL NET for Service 1 + Service 2 + Service 3" will be used for the weighting of the prices.

The weightings are based on the estimated usage of the services. Quantities are only indicative and not binding in any way on the Contracting Authority. Contrary, these quantities are based on an estimation of the consumptions during 12 months of the duration of the contract and will be used only for the assessment of the financial offers.

The Price Award criterion will be assessed on the basis of the TOTAL NET for Service 1 + Service 2 + Service 3.

c) Awarding:

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

$$\text{Score for tender X} = \frac{\text{cheapest price}}{\text{price of tender X}} * 100 * \text{price weighting (in 30\%)} + \text{total quality score (out of 100) for all award criteria of tender X} * \text{quality criteria weighting (in 70\%)}$$

4.2. AWARD OF CONTRACT

Information to tenderers

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

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

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

Standstill period

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

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

No obligation to award the contract

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

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

Evidence by contractor

During the standstill period, EASO will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in art.141(3) RAP and Articles 106 and 107 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, EASO reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

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

- 1 EASO 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 EASO 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 EASO requests it.
- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, EASO may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
- 6 EASO may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EASO in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow EASO services to check this evidence.

Annexes to the Technical specifications:

- Standard Submission Forms
- Draft Framework Contract