

## TENDER SPECIFICATIONS

**Reference:** OC/EFSA/CORSER/2018/02

**Subject:** Provision of innovative and eco-friendly furniture for meeting rooms and offices

**Procurement procedure:** Open call

**Project/Process code:** P-ITS-11/CORSER-08

**Tender specifications purpose:**

1. specify what EFSA is to buy under the contract resulting from this tender procedure;
2. announce the criteria which EFSA will apply to determine the successful contractor among the offers received;
3. guide tenderers to establish and dispatch their offer in the required form and time.

These tender specifications will form annex 1 of the contract resulting from this tender procedure and will be binding during the contract implementation.

**Additional guidance:**

The economic operators wishing to submit an offer following this call for tenders are also invited to read the [EFSA Guidance for tenderers](#) available on the EFSA website. The general guidance aims to assist the potential tenderers in their understanding of EFSA procurement procedures and to complete the specific information contained in this tender specifications.

**Submitting your tender on time:**

Follow carefully the guidance in annex 2 "e-Submission quick reference guide for economic operators".

Do not wait until the last day to upload your offer. Responsibility rests with you to ensure that your tender is fully, completely and correctly uploaded before the time limit for receipt. Failure to respect the time limit for receipt will result in the rejection of your offer for non-compliance with the deadline for tenders.

Please note that offers sent via e-mail will be rejected.

**Provide EFSA with feedback:**

If you considered applying to this call for tenders but finally decided not to do so, your feedback and reasoning for such a decision would be very much appreciated. You should address your feedback to [EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu). Please note that your comments will be kept strictly confidential and will only be used for the purpose of improving future EFSA procurement calls.

## INDICATIVE PROCEDURE TIMETABLE

Milestone	Date <sup>1</sup>	Comments
Launch date	18/06/2018	Date of publication being sent to the Official Journal
Site visit	Not applicable	
Deadline for sending a request for clarification to EFSA	<del>06/22/09/2018</del>	<b>Attention:</b> <i>Requests for clarification may only be submitted through the eTendering website as described in the Invitation Letter.</i>
"Receipt Time Limit" - Closing date and time for offers reception	<del>14/09/2018</del> <del>30/08/2018</del> <b>at 14:30 (CET)<sup>2</sup></b>	See details in the Invitation letter. Please also refer to part 3 of the tender specifications "How to submit your offer – e-Submission application guide" and the e-Submission quick reference guide for economic operators, link provided in annex 2.
Opening session	<del>17/09/2018</del> <del>31/08/2018</del>	14:30hr, EFSA premises, Parma
Notification of the evaluation results	SEPTEMBER/OCTOBER 2018	Estimated. <i>Attention: outcome of the present procurement procedure will be communicated to all tenderers to the e-mail address indicated in their offer. Accordingly, the tenderers who have submitted offers under the present call are strongly invited to check regularly the inbox in question.</i>
Contract signature	SEPTEMBER/OCTOBER 2018	Estimated

**Formatted:** Font color: Blue, Not Strikethrough

**Formatted:** Font color: Blue

**Formatted:** Font color: Blue, Strikethrough

**Formatted:** Strikethrough

<sup>1</sup> All times are in the time zone of the country of the EFSA.

<sup>2</sup> **Do not wait until the last day to upload your offer. Responsibility rests with you to ensure that your tender is fully, completely and correctly uploaded before the time limit for receipt. Failure to respect the time limit for receipt will result in the rejection of your offer for non-compliance with the deadline for tenders.**

## TABLE OF CONTENT

<b>PART 1 TECHNICAL SPECIFICATIONS - WHAT DOES EFSA NEED TO BUY THROUGH THIS PROCUREMENT PROCEDURE?</b>	<b>4</b>
1.1 BACKGROUND	4
1.2 OBJECTIVES	4
1.3 IMPLEMENTATION, SLA, TIMELINE AND PAYMENTS	5
1.4 INFORMATION ON THE CONTRACT	12
1.5 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS	12
<b>PART 2 EVALUATION - HOW WILL YOUR OFFER BE ASSESSED?</b>	<b>13</b>
2.1 OPENING OF OFFERS	13
2.2 ORDER OF EVALUATION	13
2.3 GROUNDS FOR EXCLUSION	13
2.4 SELECTION CRITERIA	14
2.5 COMPLIANCE WITH TENDER SPECIFICATION AND MINIMUM REQUIREMENTS	15
2.6 AWARD CRITERIA	16
<b>PART 3 HOW TO SUBMIT YOUR OFFER – E-SUBMISSION APPLICATION GUIDE</b>	<b>19</b>
<b>ANNEX 1 - FINANCIAL OFFER TEMPLATE</b>	<b>22</b>
<b>ANNEX 2 - E-SUBMISSION QUICK REFERENCE GUIDE FOR ECONOMIC OPERATORS</b>	<b>22</b>
<b>ANNEX 3 - DRAFT CONTRACT</b>	<b>22</b>
<b>ANNEX 4 - DECLARATION ON HONOUR ON EXCLUSION CRITERIA</b>	<b>22</b>
<b>ANNEX 5 - DECLARATION ON HONOUR ON SELECTION CRITERIA</b>	<b>22</b>
<b>ANNEX 6 - ADMINISTRATIVE DATA FORM</b>	<b>22</b>
<b>ANNEX 7 - LIST OF RELEVANT EN FITNESS FOR USE STANDARDS</b>	<b>23</b>
<b>ANNEX 8 - INFERENCE RISK ASSESSMENT DOCUMENT (VARIS)</b>	<b>25</b>
<b>ANNEX 9 - OCCUPATIONAL HEALTH AND SAFETY AND ENVIRONMENTAL ASSURANCE</b>	<b>25</b>
<b>ANNEX 10 – EXTENDED WARRANTY TEMPLATE</b>	<b>25</b>

## **PART 1 TECHNICAL SPECIFICATIONS - WHAT DOES EFSA NEED TO BUY THROUGH THIS PROCUREMENT PROCEDURE?**

### **1.1 BACKGROUND**

EFSA is a European agency funded by the European Union that operates independently of the European legislative and executive institutions (Commission, Council, and Parliament) and EU Member States.

It was set up in 2002 following a series of food crises in the late 1990s to be a source of scientific advice and communication on risks associated with the food chain. The agency was legally established by the EU under the General Food Law - Regulation 178/2002.

The scope of the present call for tenders is to identify a contractor able to provide standard or customised furniture that are innovative, eco-friendly and with the aim to create innovative collaborative workspaces boosting cooperation and agile work.

### **1.2 OBJECTIVES**

The aim of this procurement procedure is to conclude a framework contract for four years with one contractor. The framework contract will be implemented through order forms. The order forms will set out the specific conditions for performing the individual assignments. More information on the implementation is indicated in 1.3.

#### **Specific objectives**

The objectives of the contract resulting from the present procurement procedure are as follows:

#### **1. Provision of standard furniture and furnishing articles<sup>3</sup>**

The contractor shall be able to provide standard furniture and furniture related articles upon EFSA's request. The contractor, on the basis of EFSA's specifications and/or design, shall draft the *bill of materials*<sup>4</sup> indicating and including all the necessary items or accessories to implement what has been requested. After the signature of the order form the contractor shall supply the ordered items, ship them to EFSA's premises (including delivery at floor when requested), assembly, installation, final positioning and disposal of packaging material.

#### **2. Customisation of standard furniture or related articles**

The contractor shall be able to modify and customise standard furniture or furnishing articles on the base of EFSA's specifications and/or designs (e.g. modification to install IT or audio/video devices, etc.) providing, if requested, a construction drawing.

#### **3. Provision of bespoke furniture and furnishing articles**

---

<sup>3</sup> Non-exhaustive list of related articles: bough pot, carpet, cellular shade, curtain, drapery, window covering.

<sup>4</sup> A bill of materials or product structure (sometimes bill of material, BOM or associated list) is a list of the raw materials, sub-assemblies, intermediate assemblies, sub-components, parts and the quantities of each needed to manufacture an end product.

On the basis of EFSA's specifications and/or designs, the contractor shall be able to produce and provide bespoke furniture and furnishing articles providing, if requested, a constructive drawing.

#### 4. Collection and disposal (or reuse) of EFSA's existing furniture

The contractor shall be able to collect and dispose (or reuse) old or obsolete EFSA furniture. The activity shall be performed in accordance with the Italian legislation in the field of waste management. The award score will consider if the tenderer commits to dispose old furniture in line with RE-USE logic to PUBLIC BODIES. During the contract implementation, evidence will have to be provided for each such re-use.

### 1.3 IMPLEMENTATION, SLA, TIMELINE AND PAYMENTS

No	Tasks	Can be subcontracted? <sup>5</sup>	Service Level Agreement (SLA)
1	<p><b>Provision of standard furniture and furnishing articles</b></p> <p>EFSA will provide specifications and/or designs to the contractor that shall analyse the documentation. EFSA will provide further requirement details upon a contractor's request.</p> <p>On the basis of the provided documentation and information, the contractor shall issue a <i>bill of materials</i> based on the price lists resulting from the catalogues part of the Financial Offer. First priority to those listed in the "Standard catalogue" then the ones indicated by the contractor in the "Additional catalogue". If the furniture or furnishing articles does not fit the requirements defined by EFSA's specifications and/or designs or upon EFSA's request, the contractor should use other catalogues.</p> <p>After EFSA's approval of the <i>bill of materials</i> the contractor shall issue a quote.</p> <p>For items included in the catalogues indicated in the financial offer under "Standard catalogue" or proposed by the contractor under "Additional catalogue", the cost shall be calculated applying the discount percentage, indicated by the contractor in the financial offer, applied to the manufacturer's official pricelists.</p> <p>For items not included above, the contractor shall submit to EFSA at least two offers based on different sub-suppliers, applying to their cost the uplift percentage as indicated in the financial offer. The sub-supplier offers must be comparable and therefore products must be equal. The contractor could also provide its own direct offer if it is able to provide directly the products (<u>in this case no uplift can be applied</u>).</p> <p>In all cases, shipping and delivery at floor, customs taxes, assembly, installation, final positioning, and disposal of packaging</p>	Yes	<p><u>SLA.1.1</u> The contractor shall provide the bill of material within 5 working days after receiving all the necessary information and documentation from EFSA.</p> <p><u>SLA.1.2</u> The contractor shall deliver all the furniture within 45 working days after the signature of the Order Form. These terms can be extended by EFSA in order to accommodate the delivery in case of particular needs or in case of high volumes or complexity.</p> <p><u>SLA.1.3</u> Certifications and documentation shall be provided within 15 working days after the delivery of the furniture.</p>

<sup>5</sup> If a subcontractor provides the whole or a very large part of the financial capacity OR executes the whole or a very large part of the tasks, EFSA may demand that that the subcontractor signs the contract. In case of works/intra-muros services, there is an obligation to ask for the name, contact details and legal representative details of the sub-contractors when work is carried out on your premises.

No	Tasks	Can be subcontracted? <sup>5</sup>	Service Level Agreement (SLA)
	<p>material costs shall be included in the offer price, resulting from the application of the proposed discount to the official list price. Any additional costs which can be incurred by the contractor in performing the contract (such as overheads, travelling and subsistence/accommodation expenses, etc.) should also be included in the all-inclusive price.</p> <p>After EFSA's approval of the quote, an Order Form will be concluded. Only when the Order Form is signed by both parties activities can start.</p> <p>In case EFSA or the contractor have the evidence that the <i>bill of materials</i>, related to an Order Form already signed, is missing parts composing a furniture and/or accessories, those parts or accessories shall be provided without any additional charge for EFSA.</p> <p>Following the signature of the Order Form, the contractor shall:</p> <ul style="list-style-type: none"> <li>- provide all the requested furniture and furnishing articles including the transport to EFSA's premises;</li> <li>- assembly and installation of furniture and furnishing articles in the final destination on any floor (e.g. office, meeting room, common space) or stock them in the dedicated spaces inside EFSA's premises.</li> </ul> <p>Transport, assemblage and installation shall be performed without creating any disruption to EFSA's business. If necessary these activities shall be performed outside the working hours, during weekends or EFSA's public holidays without any additional charge for EFSA. These activities shall be agreed in advance with EFSA.</p> <p>For all the furniture and furnishing articles, the contractor shall also provide certifications and technical documents. This documentation shall document at least the compliance of the furniture and furnishing articles with legal and EFSA requirements and shall provide as well the necessary information related to them maintenance and cleaning.</p>		
2	<p><b>Customisation of standard furniture or furnishing articles</b></p> <p>As complementary activity of Task No. 1, EFSA might request to modify and customise "standard" furniture or furnishing articles to respond to specific EFSA's needs, e.g. by installing IT devices in the furniture.</p> <p>The contractor shall analyse the specifications and/or designs provided by EFSA. On the basis of the provided documentation and information, the contractor shall develop a proposal that has to include also a construction design and/or specifications. The proposal shall guarantee the compliance with existing regulation, EFSA's requirements, and with quality standards.</p> <p>The proposal shall be submitted to EFSA for approval. When approved, the contractor shall issue a quote. The quote shall be expressed in man-hours using the unit prices indicated in the financial offer.</p> <p>No additional charge is foreseen in case of transport of the furniture and furnishing articles from EFSA's premises to contractor's (or subcontractor's) workshop/factory. In case the</p>	Yes	<p><u>SLA.2.1</u> The contractor shall provide the proposal (including all the supporting specifications and/or designs) within 10 working days after receiving all the necessary information and documentation from EFSA.</p> <p><u>SLA.2.2</u> The activities shall be completed by the deadline indicated in the Order Form.</p>

No	Tasks	Can be subcontracted? <sup>5</sup>	Service Level Agreement (SLA)
	<p>work is executed within EFSA's premises, activities shall be carried out without creating any disruption to the EFSA's business. If necessary, these activities shall be performed outside the working hours, during weekends or EFSA's public holidays without any additional charge for EFSA. These activities shall be agreed in advance with EFSA.</p> <p>Following EFSA's approval of the quote an Order Form will be concluded. Only when the Order Form is signed by both parties the activities may start.</p> <p>In case devices need to be embedded in furniture, they will be purchased by EFSA and provided to the contractor in due time, at EFSA premises. In case the embedding has to be performed outside of EFSA premises the collection from EFSA premises or shipping is in charge to the contractor.</p>		
3	<p><b>Provision of bespoke furniture and furnishing articles</b></p> <p>EFSA might request to produce and provide bespoke furniture and furnishing articles. In this case EFSA will provide to the contractor all the necessary documentations such as technical specification and designs.</p> <p>The contractor shall analyse the documentation and submit to EFSA at least two offers based on different sub-suppliers, applying to their cost the uplift percentage as indicated in the financial offer. The sub-supplier offers must be comparable therefore products and services must be equal. The contractor could also provide its own direct offer if it is able to provide direct service (<u>in this case no uplift can be applied</u>). The contractor's offer shall in both cases include furniture production and provision, transport, assemblage and installation. For assembly and installation the quote shall be expressed in man-hours using the unit prices offered in the financial offers.</p> <p>Following EFSA's approval of the offers an Order Form will be concluded. Only when the Order Form is signed by both parties the activities may start.</p> <p>After the signature of the Order Form the contractor shall develop construction designs and specifications. This documentation shall be approved by EFSA.</p> <p>After EFSA's approval, the contractor shall start the manufacturing of furniture.</p> <p>Transport, assembly and installation shall be performed without creating any disruption to the EFSA's business. If necessary these activities shall be performed outside the working hours, during weekends or EFSA's public holidays without any additional charge for EFSA. These activities shall be agreed in advance with EFSA.</p> <p>For all the furniture and furnishing articles, the contractor shall also provide certifications and technical documents. This documentation shall document the compliance of the furniture and furnishing articles with legal and EFSA requirements and shall provide as well the necessary information related to the maintenance and cleaning.</p>	Yes	<p><u>SLA.3.1</u> The contractor shall provide the offers within 10 working days after receiving all the necessary information and documentation from EFSA.</p> <p><u>SLA.3.2</u> The contractor shall provide constructive designs and specifications within 15 working days after the signature of the Order Form.</p> <p><u>SLA.3.3</u> The contractor shall deliver all the furniture within 45 working days after EFSA's approval of constructive designs and specifications. These terms can be extended in order to accommodate the delivery with particular needs or in case of high volumes or high complexity.</p> <p><u>SLA.3.4</u> Certifications and documentation shall be provided within 15 working days after the delivery of the furniture.</p>

No	Tasks	Can be subcontracted? <sup>5</sup>	Service Level Agreement (SLA)
4	<p><b>Collection and disposal (or reuse) of EFSA's existent furniture</b></p> <p>The contractor shall be able to collect and dispose (or reuse) EFSA's old and/or obsolete furniture and accessories upon EFSA's request.</p> <p>Upon request, the contractor shall provide a quote based on the unit price for disposals (or reuse) as indicated in the financial offer.</p> <p>The price shall include dismantling, transport and any other costs related to the service.</p> <p>The service shall be carried out in compliance with the Italian legislation, in particular in the field of waste management. The contractor shall provide the 1<sup>st</sup> and the 4<sup>th</sup> page of "Formulario Identificativo Rifiuto" (FIR) as requested by the Italian legislation. In case of violation of the Italian legislation in the field of waste management, EFSA will immediately terminate the Framework Contract.</p> <p>Furthermore, EFSA encourages the re-use and/or donation to public/non-profit organisations: for this reason the contractor is requested to propose its own solution in the technical offer for disposal and/or reuse.</p> <p>During the implementation of the framework contract, the contractor shall provide supporting documents certifying that the furniture are disposed and/or reused in compliance with the tender specifications and the solution proposed at the award criteria No. 3. If the proposed solution for reuse is not applicable, the contractor shall provide a justification. High cost cannot be considered as a proper justification.</p> <p>The major part of the furniture that EFSA foresees to dispose is chairs, tables, cupboards and other office furniture.</p>	Yes	<p><u>SLA.4.1</u> The contractor shall provide the offer within 10 working days after receiving EFSA's request.</p> <p><u>SLA.4.2</u> The contractor shall execute the service within 20 working days after the signature of the Order Form. These terms can be extended in the Order Form to accommodate the delivery with particular EFSA needs.</p>

No	Meetings	Deadline for finalisation
1	<p><b>Kick off meeting</b> (At EFSA's premises)</p> <p>The kick off meeting will be organised after the signature of the Framework Contract. The topics of discussion are financial, administrative and operational aspects related to the contract implementation.</p>	The meeting shall be held within 15 working days after the signature of the framework contract
2	<p><b>Coordination meeting/s (upon request)</b> (At EFSA's premises)</p> <p>The aim of this meeting/s is to discuss the implementation of specific orders and to coordinate specific activities.</p>	The meeting shall be held within 5 working days after the request

No	Documentation to be delivered	Deadline for submission to EFSA
1	<b>Occupational health and safety and environment protection documentation</b>	15 working days before the start of the activities in EFSA.



No	Documentation to be delivered	Deadline for submission to EFSA
	<p>The contractor shall deliver all the health and safety and environmental documentation, in compliance with the Italian legislation, before to start any activities at EFSA's premises. Moreover the contractor shall fill in and keep updated the VaRiS (Inference Risk Assessment Document), see Annex 8.</p> <p>The contractor shall also deliver all the necessary documentation in the field of occupational health and safety and environmental protection regarding all its sub-contractors or partners. The contractor remains in any case accountable to control, verify and approve all the sub-contractors' and partners' documentation.</p> <p>In case any updated documentation is requested by EFSA, the Contractor shall provide it. The Contractor is responsible to provide the updated documentation also for his sub-contractors and partners.</p> <p>If the provided documentation is not compliant with the Italian legislation, the contractor cannot work (e.g. assembly or install furniture) inside EFSA's premises. Missing or un-correct documentation cannot be reasons of extension of the SLAs or delay in delivery date established by the Order Form.</p>	Any additional documentation requested shall be provided within 10 working days from the date of request
2	<p><b>Documentation on workers operating at EFSA's premises</b></p> <p>Before starting any activities at EFSA's premises, the contractor shall deliver all the health and safety documentation regarding all workers (including workers of partners and sub-contractors) operating in EFSA for example to assembly and install furniture. Without this documentation the worker cannot access the EFSA premises.</p> <p>Missing or un-correct documentation cannot be reasons of extension of the SLAs or delay in delivery date established by the Order Form.</p>	<p>15 working days before the start of the activities at EFSA's premises.</p> <p>Any additional documentation requested shall be provided within 10 working days from the date of request</p>

No	Additional policies, procedures and requirements for the contract execution	
1	<b>Safety at work</b>	The contractor shall enforce the Italian legislation governing health and safety at workplace when working in EFSA premises.
2	<b>Workers access</b>	To grant access to EFSA's premises to its staff, the contractor shall send (at least 15 working days before the access to the premises) the list of the staff and related health and safety documentation. EFSA will grant access only if all the documentation is compliant with the Italian legislation and with EFSA request.
3	<b>EFSA Occupational Health and Safety and Environmental Policy</b>	<p>The contractor, as far as it falls under his competence, shall pursue the implementation of the objectives established by EFSA's Occupational Health and Safety and Environmental Assurance. Moreover, the contractor, its partners and sub-contractors shall apply EFSA's procedures in the field of occupational health and safety and environmental protection.</p> <p>Annex 9 reports EFSA's Occupational Health and Safety and Environmental Assurance.</p>
4	<b>Tools and equipment</b>	All tools, equipment and means necessary to execute the tasks included in these Tender Specifications shall be provided by the contractor without any additional charge for EFSA. Tools, equipment and means shall be appropriate for the use.
5	<b>Compliance with the SLAs</b>	<p>In case of delays in the furniture or furnishing articles delivery (also including assemblage and installation) or in the final delivery of an order (that includes also the provision of certification and documentation) a penalty will be applied. The penalty consists in a reduction of the payment of 2% for each week of delay.</p> <p>Example: Amount of the order = EUR 100.000 Delay = 3 weeks</p>

No	Additional policies, procedures and requirements for the contract execution	
		<p><i>Penalty amount = EUR 100.000 * 2% * 3 week = EUR 6.000</i>  <i>Final payment = EUR 100.000 – EUR 6.000 = EUR 94.000</i></p> <p>Moreover, if any SLAs will be disregarded 5 times, EFSA reserves the right to terminate immediately the Framework Contract.</p>
6	<b>Service Manager</b>	<p>The contractor shall appoint a Service Manager that will be the single point of contact for EFSA.</p> <p>The Service Manager shall:</p> <ul style="list-style-type: none"> <li>- collect the requests and all the documentation to draft the offer in conformity with these tender specifications;</li> <li>- carry out site inspections during the phases of request analysis, installation and delivery;</li> <li>- supervise and coordinate with EFSA the transport, the installation and any other related works included in the Order Form;</li> <li>- manage and supervise all the administrative and financial procedures;</li> <li>- collect and deliver to EFSA all the documentation related to the furniture (e.g. certification, data sheet, manual).</li> </ul>
7	<b>Minimum features of the furniture</b>	<p><b>Blowing agents</b>  <i>(only applicable to upholstered furniture)</i>  Where foam padding materials are used in furniture upholstery, halogenated organic compounds shall not be used as blowing agents or as auxiliary blowing agents in the manufacture of such padding materials.</p> <p><u>Verification</u>  Attached to the specific offer, the Contractor shall provide a declaration of non-use from the manufacturer of the foam.</p> <p><b>Formaldehyde emissions from wood-based panels</b>  Formaldehyde emissions from all supplied wood-based panels, in the form that they are used in the furniture product (in other words, unfaced, coated, overlaid, veneered), and which were manufactured using formaldehyde-based resins, shall be equal to or less than the E1 threshold limits for formaldehyde emissions as defined in Annex B of EN 13986.</p> <p><u>Verification</u>  A declaration from the wood-based panel supplier shall be attached to the specific offer, stating that the panels supplied are compliant with E1 emission limits, supported by test reports carried out according to either EN 717-1, EN 717-2 / EN ISO 12460-3 or EN 120 / EN ISO 12460-5.9.  Furniture products which have been awarded the EU Ecolabel for furniture, as established in Commission Decision (EU) 2016/1332 or other relevant ISO 14024 Type I ecolabels directly fulfilling the listed requirements, or using equivalent methods, shall be deemed to comply.</p> <p><b>REACH Candidate List substance reporting</b>  The Contractor shall declare the presence of any REACH Candidate List<sup>6</sup> substances that are present at a concentration of greater than 0.1% (weight by weight) in the product and any component parts/materials thereof.</p> <p><u>Verification</u>  Attached to specific offer, the Contractor shall provide a declaration identifying specific REACH Candidate List substances that are present according to the latest version of the Candidate List.</p> <p><b>Fitness for use</b>  The furniture product shall comply with the requirements set out in the latest versions of the relevant EN standards that may relate to the durability, dimensional requirements, safety and strength of the product. An open-ended list of relevant EN standards is reported in annex 7.</p>

<sup>6</sup> Candidate List of substances of very high concern for Authorisation published in accordance with Article 59(10) of the REACH Regulation

No	Additional policies, procedures and requirements for the contract execution	
		<p><u>Verification</u> The Contractor shall provide, in attachment to a specific offer, a declaration of compliance with any relevant EN standards, supported by test reports from either the furniture manufacturer or component part/material suppliers, as appropriate. Furniture products which have been awarded the EU Ecolabel for furniture, as established in Commission Decision (EU) 2016/1332 or other relevant ISO 14024 Type I ecolabels directly fulfilling the listed requirements, or using equivalent methods, shall be deemed to comply.</p> <p><b>Design for disassembly and repair</b> The Contractor shall provide clear disassembly and repair instructions (e.g paper and electronic copy or video) to enable a non-destructive disassembly of the furniture product for the purpose of replacing component parts/materials. Instructions shall be provided in a hard copy together with the product and in electronic copy. It should be possible to perform disassembly and replacement operations using common and basic manual tools and unskilled labour.</p> <p><u>Verification</u> During the phase of delivery, a manual shall be provided by the contractor which shall include an exploded diagram of the product, illustrating the parts that can be removed and replaced and the tools required.</p>
8	<b>Product warranty and spare parts</b>	<p>The Contractor shall provide a minimum two-year warranty effective from the date of delivery of the product. This warranty shall cover repair or replacement and include a service agreement with options for pick-up and return or on-site repairs. The warranty shall guarantee that the goods are in conformity with the contract specifications at no additional cost.</p> <p>The Contractor shall guarantee the availability of spare parts, or elements which achieve an equivalent function, for a period of at least two years from the date of delivery of the furniture product. Contact details that should be used in order to arrange the delivery of spare parts shall be provided.</p>

No	Payments	Linked to approval by EFSA of deliverable
1	<p><b>Order Forms above EUR 80,000.00 and a minimum duration of 3 months for conclusion of the service</b></p> <p>EFSA will conclude intermediate payments on the basis of the actual value of products effectively delivered and of activities effectively completed. Products and activities shall be verified and approved by EFSA.</p>	<p><u>Intermediate payments:</u> upon receiving the interim deliverable and associated Progress reporting form with the indication of products installed and the percentage of the activities completed.</p> <p><u>Final payment:</u> upon EFSA's verification and approval of works and receiving the delivery form certifying the completion of works.</p>
2	<p><b>Any other order</b></p> <p>EFSA will conclude a unique payment when all the products are delivered and all the activities are completed. Products and activities shall be verified and approved by EFSA. A delivery form shall be provided by the Contractor to certify completion of works.</p>	<p>Payment upon EFSA's verification and approval of delivery and receiving the delivery form</p>

The working language for the contract implementation: execution of tasks, meetings and deliverables shall be English and/or Italian. All documentation shall be delivered to EFSA in electronic format.

#### 1.4 INFORMATION ON THE CONTRACT

<b>Type of contract:</b>	Framework contract (FWC)
<b>Type of FWC:</b>	Multiple FWC in cascade. A maximum of three contracts will be signed for the cascade.
<b>Nature of expense:</b>	Services and Supplies
<b>Duration of FWC</b>	One year + automatic renewal up to 3 times for an overall maximum duration of four consecutive years.
<b>Budget information:</b>	The financial ceiling available for specific contracts/order forms under the framework contract during an overall maximum period of 4 consecutive years is <b>EUR 1,800,000.00</b> . A contingency of 10% and possible price indexations are already included in this ceiling.
<b>Price indexations:</b>	Indexation shall be applied to the man-hours unit price and the disposal service unit price only.  The cost of standard furniture will be automatically indexed using the most recent official manufacturer catalogues. Prices shall be updated both upwards or downwards.
<b>Possible increase of FWC envelope:</b>	By virtue of article 134 (1)(e) and article 134 (4) of the Rules of Application of the Financial Regulation, EFSA reserves the option to launch further negotiated procedure, with the contractor chosen as a result of the present call for tender, for new services consisting in the repetition of similar services during the three years following the signature of the original contract. The increase will not go beyond 50% of the original envelope.

As regards the mechanism of implementation of the FWC please refer to the [EFSA Guidance for tenderers](#) available at EFSA website.

#### 1.5 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

The draft contract attached in **Annex 3** contains further provisions on ownership of intellectual property rights. All quotes or information the tenderer provides in the technical and financial offer for EFSA which originates from other sources to which third parties may claim rights, have to be clearly marked in the offer in a way allowing easy identification (source publications, including date & place, creator, number, full title etc.). The tenderer shall take account of the above specification on ownership and copyrights in their technical and financial offer.

## **PART 2 EVALUATION - HOW WILL YOUR OFFER BE ASSESSED?**

In case you apply as a group of economic operators in a joint offer or if your offer envisages the use of subcontractors, please also refer to the [EFSA Guidance for tenderers](#).

### **2.1 OPENING OF OFFERS**

The main aim of the public opening session is to check whether the offer received was dispatched within the closing date for tender receipt<sup>7</sup> and that the tenders are electronically protected until the official opening.

### **2.2 ORDER OF EVALUATION**

Tenderers should note that the content of their offers will be assessed in the following pre-defined order: Exclusion criteria (Access to EU Market); Selection criteria (Technical & Professional capacity); Compliance with tender specifications; Award Criteria (Quality and Price).

Following the above assessment and identification of the winning tender, the following will be assessed only for the tenderer proposed for contract award: Selection criteria; Exclusion criteria (Declaration on Honour on exclusion criteria); Selection criteria (Declaration on Honour on selection criteria).

### **2.3 GROUNDS FOR EXCLUSION**

The offers declared admissible during the opening session will be further verified against the eligibility and the exclusion criteria.

As regards the eligibility of the tenderers to submit an offer following this call please refer to the [EFSA Guidance for tenderers](#) available at EFSA website. Only offers from tenderers established in eligible countries will be allowed to the next step of the evaluation – exclusion criteria verification.

Tenderers must not be in one of the exclusion situations listed in the [EFSA Guidance for tenderers](#) available at EFSA website.

#### **Evidence requested in the offer:**

Tenderers must declare that they are not in one of the exclusion situations by providing a signed and dated Declaration on Honour on exclusion criteria, available in **Annex 4**. In case of a joint offer from a group of economic operators, such declaration should be submitted for each member of the group. Evidence may be requested in support of this declaration to the successful tenderer.

For info: EFSA will request further supporting evidence, from the awarded tenderers, prior to the signature of the framework contract. Such requested evidence will be

<sup>7</sup> **Do not wait until the last day to upload your offer. Responsibility rests with you to ensure that your tender is fully, completely and correctly uploaded before the time limit for receipt. Failure to respect the time limit for receipt will result in the rejection of your offer for non-compliance with the deadline for tenders.**

specified in the award letter and will have to be provided to EFSA before the framework contract is signed.

## 2.4 SELECTION CRITERIA

The offers from tenderers declared eligible and not in one of the exclusion situations will be further verified against the selection criteria.

### **A) ECONOMIC AND FINANCIAL CAPACITY:**

The tenderer must have the following economic and financial capacity to perform the contract, in particular the tenderer must have generated an overall annual turnover of at least EUR 400,000 in each of the last 2 closed financial years (2016 and 2017).

#### Evidence requested in the offer:

Tenderers must declare that they fulfil the economic and financial criteria indicated above by providing a signed and dated Declaration on Honour on selection criteria, available in **Annex 5**. In case of a joint offer from a group of economic operators, such declaration should be completed by the leading partner.

EFSA will request further supporting evidence (proof of annual turnover), from the awarded tenderer, prior to the signature of the framework contract. Such requested evidence will be specified in the award letter and will have to be provided to EFSA before the framework contract is signed. The evidence will be evaluated on a consolidated basis.

### **B) TECHNICAL AND PROFESSIONAL CAPACITY:**

The tenderer must have the technical and professional capacity to perform the contract in accordance with the specifications below. In accordance with article 148(6) RAP, if EFSA, based on the assessment of the technical and professional capacity evidence, concludes that the tenderer has a professional conflicting interest and therefore does not possess the professional capacity to perform the contract to an appropriate quality standard, the tenderer may be rejected.

The tenderer must have the following **minimum technical and professional capacity** to perform the contract.

<b>Requirement A</b>	The tenderer shall provide a list of at least 3 contracts, concluded in last three years, with private or public organisations for similar services. The sum of these contracts must be at least EUR 150,000.00.
<b>Requirement B</b>	<p>The tenderer shall provide the Service Manager's CV that has to have the following skills:</p> <ul style="list-style-type: none"> <li>- A university degree and at least 3 years of experience in a similar position</li> </ul> <p style="text-align: center;"><i>Or</i></p> <ul style="list-style-type: none"> <li>- At least 5 years of experience in a similar position;</li> </ul> <p>And</p> <ul style="list-style-type: none"> <li>- Good command in English;</li> <li>- Good knowledge of Microsoft Office and Autocad.</li> </ul>

<b>Requirement C</b>	The tenderer shall provide a written declaration based on the provided template (Annex 10) specifying the warranty period and stating that it covers the conformity of the goods with the contract specifications, including all indicated usage. The declaration shall also state that compatible spare parts will be made available to EFSA directly or through a service provider, for the same validity of the warranty period.
<b>Requirement D</b>	All manufacturer's catalogues must be provided

Evidence must be included in the offer for partners in a joint offer and/or subcontractors only if the capacity of those entities is necessary to satisfy the minimum technical and professional capacity requirements.

#### **GENERIC EVIDENCE COMMON FOR ALL SELECTION CRITERIA:**

1	<b>Declaration on Honour on selection criteria</b> available in <b>Annex 5</b> <i>To be completed by the tenderer or by the leading partner in case of a joint offer.</i>
---	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Please note that you do not have to submit any of the above-mentioned evidence if already submitted to EFSA in response to any previous EFSA call, provided the evidence is exactly the same as requested in these tender specifications. If you avail yourself of this possibility, you have to specify the reference of the EFSA call for tenders under which you have already submitted the evidence to EFSA.

EFSA has the right, during the evaluation process, to request further evidence on the tenderer's compliance with the economic, financial, technical and professional capacity requirements.

#### **2.5 COMPLIANCE WITH TENDER SPECIFICATION AND MINIMUM REQUIREMENTS**

Your offer will be assessed for compliance with the tender specifications before its assessment against the award criteria.

Tenders are considered not to comply with the tender specifications and are therefore to be rejected if they:

- do not comply with minimum requirements laid down in the tender specifications (non-compliance);
- propose a solution different from the one that is imposed;
- propose a price above the fixed maximum set in the specifications;
- are submitted as variants, when the specifications do not authorize them;
- do not comply with applicable obligations under environmental, social and labour law established by Union 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<sup>8</sup>.

<sup>8</sup> OJ L 94 of 28.03.2014, p. 65

In all these cases, the grounds for rejection is not linked to the award criteria so there is no evaluation as such. The tenderer will be informed of the ground for rejection without being given feedback on the content of the tender other than on the non-compliant elements.

## 2.6 AWARD CRITERIA

Tenders will be evaluated against the below defined award criteria. The award criteria serve to identify the **most economically advantageous offer**.

### A) **QUALITY AWARD CRITERIA:**

#### **1. METHODOLOGY PROPOSED FOR IMPLEMENTATION (40 points - minimum threshold 70%)**

- The tenderer shall describe the organizational structure along with the methodology and processes applied to assess EFSA's requests, to draft proposals and offers, in order to guarantee that milestones and deadlines are respected and tasks No 1,2,3 listed in paragraph 1.3 "Tasks, deliverables, timeline and payments" are carried out in accordance with these tender specifications.

**30 points**

- The tenderer shall propose additional catalogues to be included in the list of catalogues part of this Framework Contract (see the Task No 1 listed in paragraph 1.3 "Tasks, deliverables, timeline and payments"). For each additional catalogue proposed, the tenderer shall indicate the discount percentage to be applied to the catalogue price. The discount percentage shall be not minor than 20%. In case the discount percentage will be lower than 20% the additional catalogues will not be taken in consideration. For each additional catalogue proposed by the tenderer 2 points will be awarded to the tenderer, up to a maximum of 10 points.

**10 points**

#### **2. ADDITIONAL WARRANTY (40 points)**

- A maximum of 5 points shall be awarded for each additional year of warranty, service agreement and availability of spare parts or elements offered that is more than the minimum technical specification (see Additional tasks and clauses for the contract execution No 8) as follows:  
4-year or more extra warranty period, applicable to at least 50% of the Standard Catalogue list: 20 points;  
3-year extra warranty period, applicable to at least 50% of the Standard Catalogue list: 15 points;  
2-year extra warranty period, applicable to at least 50% of the Standard Catalogue list: 10 points;  
1-year extra warranty period, applicable to at least 50% of the Standard Catalogue list: 5 points.

ANNEX 10 should be used to detail this service.

**20 points**



- The tenderer shall describe how they will implement the warranty service to repair or replace products. The tenderer shall describe in detail the service level agreement proposed (e.g. defining the response time to a service request, describing processes, quality check) or any other additional clauses making the service more suitable.

**20 points**

**3. COLLECTION AND DISPOSAL (OR REUSE) OF EFSA'S EXISTENT FURNITURE (20 points - minimum threshold 50%)**

The tenderer shall provide a description of how they will extend the service life of the furniture by supplying it for reuse. Donation to public institutions or non-profit organizations will be considered a plus, and in case the tenderer commits to donations to the above-mentioned type of institutions/organizations, this will be reflected in the score of this quality award criterion.

Moreover, when furniture items/parts are not possible to re-use, the tenderer shall describe how they will recycle the materials (e.g. disassembling into different material streams, as plastics, metals, textiles and wood before being sent to different recycling facilities and/or sending the furniture items/remaining materials to energy recovery facilities).

**20 points**

**The sum of all quality award criteria gives a maximum possible total of 100 points.**

Tenderer shall elaborate in the technical offer on all points addressed in the technical specifications, bearing also in mind the above indicated award criteria, in order to score as many points against the quality award criteria as possible. The mere repetition of mandatory requirements set out in the technical specifications, without going into detail or without giving any added value in the technical offer, will only result in a very low score.

**Offers must meet at least the minimum threshold for each criterion, and score at least 70% of the maximum possible total points against the quality award criteria.**

Tenders that do not reach these minimum quality thresholds will be eliminated from the subsequent stages of the evaluation process.

**B) PRICE AWARD CRITERION:**

Tenders which passed the above quality thresholds will be retained for the further assessment of the following:

- I. the price offer is made within the stipulated range for financial offers indicated in the tender specifications and;

- II. the financial offer satisfies the formal requirements of the tender specifications.

**C) THE BEST PRICE-QUALITY RATIO:**

- I. The tenders for which the financial offers were made within the stipulated range for financial offers and satisfied the formal requirements indicated in the tender specification will be retained for the identification of the tender with the best price-quality ratio based on the formula:

**TOTAL SCORE OF THE EVALUATED OFFER (C) = ITS QUALITY SCORE  
(A) / ITS PRICE (B)**

## **PART 3 HOW TO SUBMIT YOUR OFFER – e-SUBMISSION APPLICATION GUIDE**

You must submit your tender electronically via the e-Submission application available from the e-Tendering website before the time limit for receipt of tenders.

The e-Submission application allows economic operators to respond to call for tenders by preparing their tenders electronically in a structured and secured way, and submitting their tenders electronically. The e-Tendering is the starting point for launching the e-Submission application.

**Make sure you submit your tender on time: you are advised to start completing your tender early. To avoid any complications with regard to late receipt/non receipt of tenders within the deadline, please ensure that you submit your tender several hours before the deadline. A tender received after the deadline indicated in the procurement documents will be rejected.**

### **How to Submit your Tender in e-Submission**

You can access the e-Submission application via the corresponding call for tender in TED e-Tendering, as specified in the Invitation Letter.

In order to have access to e-Submission, you will need to "Subscribe to call for tenders" on TED e-Tendering first. To subscribe, you will need to login with your an [EU Login](#)<sup>9</sup>. In case you don't have an [EU Login](#), you can [create an account](#) at any moment. For more information see the [EU login help](#). After logging in with your EU Login password, the e-Tendering will then display a button 'submit your tender' and you will be able to access the e-Submission.

### **Information to be filled in**

In the e-Submission application, fill in and upload all necessary fields and documents as appropriate. All tenders must be clear, complete and consistent with all the requirements laid down in the tender specifications, including:

- **Signed declaration on Honour on Exclusion criteria.** All members of a joint tender, including subcontractors – if applicable – must upload the signed and dated declaration on honour on exclusion criteria using the template available in Annex 4.
- **Signed declaration on Honour on Selection criteria.** In case of a joint offer from a group of economic operators, such declaration should be completed by the leading partner using the template available in **Annex 5**.
- **Exclusion criteria.** If requested in the tender specifications, the tenderer and all members of a joint tender including subcontractors – if applicable – must provide the documentary evidence for exclusion criteria,
- **Selection criteria.** If requested in the tender specifications, the tenderer and all members of a joint tender including subcontractors – if applicable –, must provide the documentary evidence for selection criteria

---

<sup>9</sup> Previously called European Commission authentication system (ECAS)

- **Technical tender.** It must address all the requirements laid down in the tender specifications
- **Financial tender** The complete financial tender, including the breakdown of the price as provided in the tender specifications

For detailed instructions on how to submit your tender, consult the Quick Reference Guide for Economic Operators available in the [e-Submission help page](#), under the section "Quick Guide", where you will find:

- Technical requirements to use e-Submission
- Step-by-step guide to help you submit your tender
- Important advices and information on how to get technical support

***Please make sure all required documents and evidence are submitted with your tender.***

### **Documents to be signed and dated while creating your Tender**

The following documents must be signed and dated during the creation of your tender in e-Submission:

- **Declaration on honour(s).** All members of a joint tender, including subcontractors must sign and date the declaration on Exclusion criteria. Only the leader in a joint tender must sign and date the declaration on Selection criteria. The declaration on honour(s) must be converted to PDF format and then signed by the authorised representatives with advanced electronic signature based on qualified certificates or by hand.
- **Tender Report.** This report is generated by e-Submission while you are completing your tender and it contains the list of documents that you submit. The sole tenderer's or leader's authorised representative(s) must sign the report.

You **must send** the signed Tender Report to the email address indicated in the paragraph below (Contact), stating the reference to the call for tenders and the Tender ID.

### **Re-submission of a tender**

After submitting a tender, but within the time limit for receipt of tenders, you may still submit a new version of your tender. **If you submit a new Tender you must include all your Tender documents, including the Qualification and Tender documents.**

You must formally notify EFSA that the previous tender is withdrawn. The notification letter must be signed by the legal representative who signed the original tender stating the call reference and the Tender ID you wish to withdraw. The notification must be uploaded in e-submission together with the new version of all tender documents. You are kindly requested to also e-mail the notification letter to [EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu).

## Withdrawal of tenders

If after submitting a tender, you wish to completely withdraw your tender, you must formally notify EFSA that you wish to withdraw your submitted Tender(s) as indicated above.

## Alternative tender

You are entitled to send several tenders to one call for tenders.

## Deadline for receipt of tenders

The tender (including all documents) must be fully uploaded and received before the deadline for receipt of tenders indicated in the invitation to tender.

**Please note that you are responsible to ensure that your full tender reaches the destination in due time.**

In case of problems with the submission of the electronic tender, we recommend that you call the helpdesk in reasonable time before the time limit for receipt. The time it takes to submit the tender and upload all your documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the type of internet service you are using. We recommend that you upload the documents the day before the deadline.

If the contracting authority detects technical faults in the functioning of the electronic equipment used for submitting and receiving tenders due to which it is impossible to electronically submit and receive tenders, you will be informed of the extension of the time limit by the contracting authority at the e-Tendering link.

For more information or technical support on e-Submission, please visit the [e-Submission help site](#).

## Contact

- The original hand signed tender report must be scanned and sent by email immediately after submission, to the following address: [EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu).
- Notifications for re-submission or withdrawal of tenders must be sent to: [EFSAProcurement@efsa.europa.eu](mailto:EFSAProcurement@efsa.europa.eu).  
When communicating state the reference to the call for tenders and, if applicable, the Tender ID.
- For technical support on e-Submission, please contact support as described in the help page: [https://webgate.ec.europa.eu/supplier\\_portal\\_toolbox/esubmissionFileProject/files/BT3/spotsHelpPage\\_en.html](https://webgate.ec.europa.eu/supplier_portal_toolbox/esubmissionFileProject/files/BT3/spotsHelpPage_en.html)

## **ANNEX 1 - FINANCIAL OFFER TEMPLATE**

Please see the excel file

## **ANNEX 2 - E-SUBMISSION QUICK REFERENCE GUIDE FOR ECONOMIC OPERATORS**

The guide can be viewed [here](#).

## **ANNEX 3 - DRAFT CONTRACT**

Tenderers should note that in the event that their offer is successful, the resulting contract will be based on the model annexed to these tender specifications.

## **ANNEX 4 - DECLARATION ON HONOUR ON EXCLUSION CRITERIA**

## **ANNEX 5 - DECLARATION ON HONOUR ON SELECTION CRITERIA**

## **ANNEX 6 - ADMINISTRATIVE DATA FORM**

## **ANNEX 7 - LIST OF RELEVANT EN FITNESS FOR USE STANDARDS**

### **Upholstered furniture**

- EN 1021-1 Furniture - Assessment of the ignitability of upholstered furniture - Part 1: Ignition source smouldering cigarette
- EN 1021-2 Furniture - Assessment of the ignitability of upholstered furniture - Part 2: Ignition source match flame equivalent

### **Office furniture**

- EN 527-1 Office furniture - Work tables and desks - Part 1: Dimensions
- EN 527-2 Office furniture - Work tables and desks - Part 2: Mechanical safety requirements
- EN 1023-2. Office furniture - Screens - Part 2: Mechanical safety requirements
- EN 1335-1 Office furniture - Office work chair - Part 1: Dimensions - Determination of dimensions
- EN 1335-2 Office furniture - Office work chair - Part 2: Safety requirements
- EN 14073-2 Office furniture - Storage furniture - Part 2: Safety requirements
- EN 14074 Office furniture - Tables and desks and storage furniture - Test methods for the determination of strength and durability of moving parts

### **Outdoor furniture**

- EN 581-1 Outdoor furniture - Seating and tables for camping, domestic and contract use - Part 1: General safety requirements
- EN 581-2 Outdoor furniture - Seating and tables for camping, domestic and contract use - Part 2: Mechanical safety requirements and test methods for seating
- EN 581-3 Outdoor furniture - Seating and tables for camping, domestic and contract use - Part 3: Mechanical safety requirements and test methods for tables

### **Seating furniture**

- EN 1022 Domestic furniture - Seating - Determination of stability
- EN 12520 Furniture - Strength, durability and safety - Requirements for domestic seating
- EN 12727 Furniture - Ranked seating - Test methods and requirements for strength and durability
- EN 13759 Furniture - Operating mechanisms for seating and sofa-beds - Test methods
- EN 14703 Furniture - Links for non-domestic seating linked together in a row - Strength requirements and test methods
- EN 16139 Furniture - Strength, durability and safety - Requirements for nondomestic seating

### **Tables**

- EN 12521 Furniture - Strength, durability and safety - Requirements for domestic tables
- EN 15372 Furniture - Strength, durability and safety - Requirements for nondomestic tables

**Kitchen furniture**

- EN 1116 Kitchen furniture - Co-ordinating sizes for kitchen furniture and kitchen appliances
- EN 14749 Domestic and kitchen storage units and worktops – Safety requirements and test methods

**Other types of furniture**

- EN 1729-1 Furniture - Chairs and tables for educational institutions - Part 1: Functional dimensions
- EN 1729-2 Furniture - Chairs and tables for educational institutions - Part 2: Safety requirements and test methods
- EN 14434 Writing boards for educational institutions - Ergonomic, technical and safety requirements and their test methods



## **ANNEX 8 - INFERENCE RISK ASSESSMENT DOCUMENT (VARIS)**

## **ANNEX 9 - OCCUPATIONAL HEALTH AND SAFETY AND ENVIRONMENTAL ASSURANCE**

## **ANNEX 10 – Extended warranty template**