



# **TENDER SPECIFICATIONS**

Open Invitation to Tender

No. EBA/2016/01/OPS/SER/OP

Travel Management Services for the European Supervisory  
Authorities

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**SECTION A: INTRODUCTION**

**A.1. SUMMARY**

Awarding Authority	European Banking Authority (hereinafter referred to as EBA) which is leading and managing the inter-institutional procurement procedure.
Purpose of the Procurement	The purpose of this procurement procedure is to conclude a framework contract with a travel agency able to provide the travel management services described in these Tender Specifications.
Joint Procurement	This procurement procedure includes the European Insurance and Occupational Pensions Authority (EIOPA) based in Frankfurt am Main, Germany, the European Securities and Markets Authority (ESMA) based in Paris, France and the EBA (together the European Supervisory Authorities or individually a European Supervisory Authority hereinafter referred to as the ESA, an ESA or each ESA).
Lots	This procurement procedure is <b>not</b> divided into lots.
Estimated Contract Value	Without it being in any way binding the value of the framework contract over the maximum possible duration of 48 months is estimated at: <b>EUR 8.000.000 (eight million euros)</b> . The EBA may, at a later stage (during the three years following signature of the framework contract), exercise the option to increase the maximum framework contract value via negotiated procedure

	with the successful tenderer in accordance with its financial rules. <sup>1</sup>
Contract	The EBA will sign a single framework contract on behalf of the ESA with the successful tenderer. The draft framework contract can be found in Annex I.
Submission of Tenders	A tenderer may submit one tender only.
Duration of the Framework Contract	12 months, renewable up to three times, each time for a 12-month period, subject to the conditions described in these Tender Specifications. The maximum possible contract duration is 48 months.
Main Place of Performance of the Services	From the successful tenderer's business premises.
Particulars of Performance of the Services	Performance of the services must be in conformity with the placed specific contracts, purchase orders and framework contract.
Variants	Not permitted.
Joint Offers	Permitted.
Subcontracting	Permitted. However any intention to sub-contract must be announced in the tender.
Award Criterion	Award of the framework contract will be based on the most economically advantageous tender. The award method will be <b><u>best price-quality ratio</u></b> .

## A.2. WHO ARE THE ESA?

The **European Banking Authority** was established by Regulation (EC) No. 1093/2010 of the European Parliament and of the Council of 24 November 2010. The EBA came into being on 1 January 2011 as part of the European System of Financial Supervision (ESFS)

<sup>1</sup> 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) 2015/2462 of 30 October 2015.



and took over all the existing and ongoing tasks and responsibilities of the Committee of European Banking Supervisors (CEBS). The EBA is an independent EU Authority which works to ensure effective and consistent prudential regulation and supervision across the European banking sector. Its overall objectives are to maintain financial stability in the EU and to safeguard the integrity, efficiency and orderly functioning of the banking sector. The main task of the EBA is to contribute to the creation of the European Single Rulebook in banking whose objective is to provide a single set of harmonised prudential rules for financial institutions throughout the EU. The EBA also plays an important role in promoting convergence of supervisory practices and is mandated to assess risks and vulnerabilities in the EU banking sector. The EBA has 166 staff and the official language is English.

The **European Securities and Markets Authority (ESMA)** is an independent EU Authority that contributes to safeguarding the stability of the European Union's financial system by ensuring the integrity, transparency, efficiency and orderly functioning of securities markets, as well as enhancing investor protection. In particular, it fosters supervisory convergence both amongst securities regulators, and across financial sectors by working closely with the other European Supervisory Authorities competent in the field of banking (EBA), and insurance and occupational pensions (EIOPA). ESMA's work on securities legislation contributes to the development of a single rule book in Europe. This serves two purposes: firstly it ensures the consistent treatment of investors across the Union, enabling an adequate level of protection of investors through effective regulation and supervision, and secondly it promotes equal conditions of competition for financial service providers, as well as ensuring the effectiveness and cost efficiency of supervision for supervised companies. ESMA also contributes to the financial stability of the European Union, in the short, medium and long-term, through its contribution to the work of the European Systemic Risk Board, which identifies potential risks to the financial system and provides advice to diminish possible threats to the financial stability of the Union. The ESMA has 208 staff and the official language is English.

The **European Insurance and Occupational Pensions Authority (EIOPA)** is an independent EU Authority which has been established as a result of reforms to the structure of supervision of the financial sector in the European Union. EIOPA's core responsibilities are to support the stability of the financial system, transparency of markets and financial products as well as the protection of policyholders, pension scheme members and beneficiaries. EIOPA is commissioned to monitor and identify trends, potential risks and vulnerabilities stemming from the micro-prudential level, across borders and across sectors. The EIOPA has 137 staff and the official language is English.

Together **EBA, ESMA and EIOPA** constitute the **ESA**.

### **A.3. WHAT IS PROCUREMENT?**

Procurement covers public and private contracts as well as procurement procedures. Public contracts are defined as purchases by a public authority of services, goods or works. A public procurement procedure is the structured way that leads to the conclusion of a public contract.

The purpose is to:

- (i) guarantee the widest possible participation of economic operators
- (ii) ensure the transparency of operations
- (iii) obtain the desired quality of services, supplies and works at the best possible price

Offers submitted in the context of a procurement procedure are referred to as “tenders”. An economic operator who has submitted a tender is referred to as a “tenderer”. An economic operator who has been awarded the contract is referred to as the “contractor”.

As public authorities of the European Union the ESA must comply with certain requirements concerning public procurement. These requirements are set out in the Public Procurement Directive<sup>2</sup>. As agencies of the European Union the ESA are subject to their own financial regulations and the financial rules applicable to the general budget of the Union (Council Regulation 966/2012 as amended by Regulation (EU, EURATOM) 2015/1929 of the European Parliament and of the Council of 28 October 2015) and their rules of application. The financial rules applicable to the general budget of the Union and their rules of application incorporate the rules in the Directive 2014/24/EU.

### **A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS**

In the general implementation of its activities and for the processing of procurement procedures in particular, the EBA observes the following rules:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data, and;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

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<sup>2</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65)

## **A.5. PARTICIPATION**

This call for tenders is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of procurement under the conditions laid down in that agreement. The awarding authority can, therefore, accept tenders from economic operators in the European Union Member States, European Economic Area (EEA) countries and any other country which has an international agreement with the European Union in the field of public procurement. As proof of eligibility tenderers must indicate in Annex VI in which country they have their headquarters, registered office or residence, and provide the necessary supporting documents in accordance with their national law. If the tenderer is a natural person, he/she must provide a copy of his/her identity card/passport or driving license and proof that he/she is covered by a social security scheme as a self-employed person.

## **SECTION B – SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE**

### **B.1. TERMS OF REFERENCE**

The purpose of these Terms of Reference is to give instructions, guidance and information to the economic operators willing to submit tenders about the nature of the framework contract and the nature and content of the tender they have to submit. These Terms of Reference will become an integral part of the framework contract that may be concluded following the award. Non-compliance with the Terms of Reference during the performance of the framework contract may constitute a reason for the EBA to terminate the framework contract.

#### **B.1.1. PURPOSE OF THE PROCUREMENT PROCEDURE**

The purpose of this procurement procedure is to conclude a framework contract with a travel agency able to provide the travel management services described in these Tender Specifications. The ESA require the services of a travel agency in order to make travel arrangement services for their staff members.

##### **B.1.2.A BACKGROUND**

In the ESA an authorised business trip of a staff member going to a meeting or an event outside his/her city of employment is referred to as a “mission”. Staff members going on mission are referred to as “persons on mission”.



For the ESA the most frequent travel item consists of a flight or train journey combined with hotel accommodation. In principle any member of the ESA staff is entitled to go on mission providing the mission is approved in advance by the responsible authorising officer of the ESA.

In each ESA travel requests and bookings are made either by the staff member himself/herself, the personal or unit assistant, or the staff member responsible for coordinating travel requests in the respective ESA.

Non staff members, for example external experts/third parties, will not be able to contact the successful tenderer directly in the event of travel to an ESA event. If applicable, tickets will in such cases be booked on their behalf by an ESA representative.

Missions will take place mainly within the EU although there may be some missions outside the EU. Travel arrangements must be made on the basis of the most convenient trip (i.e. the shortest schedule possible in terms of the time from departure to destination and return) at the best possible price and in accordance with the provisions mentioned below.

The successful tenderer shall perform the services as external service provider from its own business premises. While providing the services the successful tenderer shall take into consideration and seek to ensure all travel is in compliance with the Mission Guides of the ESA which are available for consultation in Annex XI.

At present two (2) of the ESA use the same travel agency while the third ESA has a framework contract with a different travel agency.

The internal authorisation process and the workflow for missions are similar in each ESA and are shown in Annex XII. In at least one ESA the internal mission process is under review and a tool is being developed which could automatically send to a specific e-mail address (generic mailbox) i.e. the successful tenderer the request for the travel quotation.

At present booking travel in the ESA is carried out almost entirely offline via email. However, for the travel management services framework contract which is the subject of these Tender Specifications some of the ESA may start to use a combination of offline and online travel management services. For example, some point to point travel may be booked through the successful tenderer's online travel management booking tool. The take-up of online booking will depend on each ESA and will depend on a number of factors including the user friendliness, speed, and reliability of the online tool as well as the internal mission approval procedures of the ESA and individual user preference.

For multi destination travel or travel combining business and personal travel it is more likely the ESA will continue to use offline travel management services. In any event tenderers are free to propose in their Technical Proposal whatever travel management service solution they consider appropriate in terms of technical and human resources, efficiency and cost effectiveness and in light of the requirements set out in these Tender

Specifications as well as the expected travel expenditure and the internal mission workflow and authorisation process of each ESA.

### **B.1.2.B STATEMENT OF MINIMUM REQUIREMENTS**

The **minimum requirements** for the framework contract are listed below. The **minimum requirements** are explained in detail in **Section B.1.3**. The minimum requirement relating to applicable environmental, social and labour law obligations is described in **Article II.4 of Annex I**.

Tenderers must be able to:

- receive, research and respond to travel and accommodation enquiries
- provide travel and accommodation options with prices
- book selected travel and accommodation option
- comply with minimum response times (KPIs)
- comply with stipulated working hours
- comply with applicable environmental, social and labour law obligations
- issue and deliver travel tickets and accommodation confirmations
- provide electronic ticketing
- provide an online travel research and booking tool in English
- accommodate the ordering and invoicing procedures and processes of each ESA
- provide staff for the implementation and management of the contract
- assist in obtaining visas
- provide communications of interest
- provide 24 hours assistance to persons on mission
- change and cancel reservations where necessary
- report on travel activity of each ESA and attend requested meetings
- provide after sales service
- assist with travel policy compliance as per each ESA Mission Guide
- facilitate provision of web check in
- provide information on transport at destination
- comply with confidentiality obligations
- offer catalogue of other services

Tenders which do not comply with these **minimum requirements** will **not** be considered further.

### **B.1.3. EXPLANATION OF THE MINIMUM REQUIREMENTS**

#### **B.1.3.a. Researching Travel Options and Issuing Tickets for Persons on Mission**

The successful tenderer shall research, issue and deliver tickets for all air, rail, road (e.g. car rental) and sea travel as requested by the ESA at the best possible price combining the most direct and least expensive routes in order to achieve cost effectiveness. Unless otherwise instructed, reservations shall be made mainly in economy class and at the best available market price. For rail journeys reservations can be made in a higher class depending on the travel policy of the ESA. For all air and rail travel three (3) alternatives (if available) shall be proposed per each individual enquiry. Additional alternatives shall be proposed upon the request of the ESA. The proposed alternatives shall include 'low cost' fares and existing options to combine a flight with train, road or sea transport. The successful tenderer shall be able to conduct both online and offline searches and shall make available to the ESA its online booking tool. As a general rule the successful tenderer shall issue tickets in line with the most economic fare available in the market at the moment of the booking. The successful tenderer shall proceed with the booking only upon written request by the ESA and shall always crosscheck if a request coming from the ESA is in line with the ESA Mission Guides. Preference should be given to scheduled flights over charter flights. If the prices proposed are more expensive than those the ESA are able to purchase on their own, the ESA shall be entitled to purchase the tickets directly. Bookings should be made through the competent CRS (Computer Reservation Systems) where applicable. The successful tenderer shall strive to secure for the ESA any promotions or preferential rates it is able to negotiate. In case of a mission involving a group of people, the successful tenderer shall be capable of organizing any special/suitable means of transport required and any other service related with the organization of this type of mission, as well as ensuring the most economic fares. For all travel involving a transfer or connection the successful tenderer shall always ensure there is sufficient time for the person on mission to make the transfer or connection successfully. All connection details shall be clearly presented at the time of the ticket quotation especially in case of transport required between airports or terminals or stations.

Currently the ESA internal approval process takes place pre-booking. The incumbent supplier is first contacted by the staff member going on mission, his/her personal or unit assistant or the staff member coordinating missions who requests travel options and prices for the mission, either by email or telephone. After the necessary internal approvals, the confirmation of the selected option and the instruction to book the ticket are issued to the supplier by email i.e. in writing. In practice managing the travel request is carried out almost entirely offline via email.

A response to a request must be provided within 2 hours during the normal working hours of the ESA from the time of the receipt of the request at which time the ESA shall receive itinerary options (including departure and arrival times and carrier), prices

(including final date for ticket issuance), ticket class, conditions of use of tickets and any tariff conditions. Occasionally and in case of urgent requirements the ESA may require a response within a shorter period of time. In such cases the successful tenderer must be able to respond within 30 minutes. The different options proposed should be valid for a sufficient time thus allowing the ESA to evaluate the best suitable option (i.e. an option for a travel schedule with a validity of less than 24 hours should be avoided). If a change of ticket or route is requested it must be dealt with within two (2) hours as from the request, including the revalidation of the relevant ticket. Any modification shall be authorized by the ESA. The ESA will ask for the ticket to be put “on hold” or ask for the ticket to be issued straight away. In the former case the ESA shall be informed for how long the ticket can be kept “on hold”. If the offered travel options are not suitable, the ESA may request alternative proposals. For more details on the ordering process see Section B.1.3.k. – Ordering Process of the Tender Specifications.

Upon receipt of the confirmation of the choice of the travel option and request to issue the ticket from the ESA, the successful tenderer shall issue and email the electronic travel ticket within 1 hour during the normal working hours of the ESA or within 15 minutes in urgent cases. The electronic tickets shall be sent by email to the ESA. In the exceptional cases when flight/rail tickets cannot be delivered electronically they should be delivered in paper to the premises of the ESA no later than 72 hours before the time of departure. Other types of tickets for example bus, car rental vouchers or ferry shall be delivered as appropriate in either paper or electronic form within the respective timeframes mentioned above. Preference is given to electronic tickets when available or applicable. As a last resort tickets may be made available for collection by the person on mission in paper form at the airport/station/point of departure. No additional charge should be made for this delivery service. The successful tenderer shall send separate tickets for each person on mission. The tickets should contain information on (a) name of person on mission (depending on its internal processes the ESA reference number(s) will be used for the purpose of grouping missions on invoices) (b) itinerary (c) ticket class (d) fare and tax details including fare calculation details and additional data such as flight codes (e) fare restrictions, change or refund permissions (f) baggage allowance (g) carriage terms and conditions (h) any other relevant information.

As described above the following minimum response times shall apply:

**Response Time Minimum Requirements:**

Travel enquiry: Two (2) hours from the enquiry (**KPI 1**)

Urgent travel enquiry: Thirty (30) minutes from the enquiry (**KPI 2**)

Change of ticket or route: Two (2) hours from the request (**KPI 3**)

Ticket issuance: One (1) hour from the request (**KPI 4**)

Urgent ticket issuance: Fifteen (15) minutes from the request (**KPI 5**)

Exceptional delivery of paper tickets: Seventy-two (72) hours before departure (**KPI 6**)

Compliance with the response times is measured by Key Performance Indicators (**KPIs**).

Many staff members of the ESA originate from European countries other than Germany, France and England. In some cases their family is still in their place of origin. This means that in some cases travellers will want to extend a mission for private reasons, in order to go home at weekends or for leave. The ESA accept that members of staff extend their trip for private reasons provided no extra cost falls upon the ESA. For this reason, the “substitute journey” concept has been introduced. Together with the real travelling schedule and fare, the traveller must attach the schedule and fare of the means of transport that they should have used if they were leaving or returning from/to their place of employment (i.e. Frankfurt, London or Paris) directly before/after their missions so that the ESA can use that substitute schedule and cost when calculating daily allowances and reimbursement of expenses (in case of extra costs, they will be deducted from expenses within the ESA). It is therefore important that the successful tenderer supports the traveller by providing them with alternative schedules. Staff members may use the services of the successful tenderer for a private trip only when it is combined with a mission. If however the private trip includes a dependent child and/or a partner the ESA policy requires the trip to be booked and paid for directly by the traveller and the ESA reimburse the staff member’s costs separately.

The successful tenderer shall ensure that all necessary assistance is provided during the preparation of the journey (e.g. provision of alternative dates and change of itinerary if necessary) as well as during the journey itself for example from a security perspective (e.g. passing on security information directly to persons on missions and to relevant staff at the ESA and providing any up-to-date information that may have repercussions on the organization of the journey, even if it has already started). Tickets and booking confirmations should be issued and distributed electronically.

The ESA would like to reduce CO2 emissions. The ESA therefore encourage the use of public or shared transport whenever possible taking into account among other things the environmental impact. Thus the successful tenderer must implement any environmental practices mentioned in the ESA Mission Guides (Annex XI) and take steps to encourage good environmental practices.

The successful tenderer shall be able to keep up-to-date profiles of travellers for example personal data such as contact details, contact details of assistant, nationality, languages, specific dietary requirements, seat preferences.

The successful tenderer shall be responsible for the expenses related to the installation and use of any of its booking systems related to the performance of the framework contract. The ESA reserve the right to refuse the use of any system which in the opinion of the ESA does not guarantee a sufficient level of quality of service. A dedicated telephone line (or as many as necessary) and a dedicated e-mail address or subject to the ESA approval, any other electronic channel, shall be put in place to facilitate the

communications between the ESA and the successful tenderer and in order to avoid unnecessary delays in addressing any request or issue.

#### **B.1.3.b. Arranging Accommodation for Persons on Mission**

When requested the successful tenderer shall research and arrange hotel accommodation for persons going on mission within the hotel price ceilings specified in the ESA Mission Guides (Annex XI) where possible. When searching for options the successful tenderer shall take into account several factors such as proximity to the mission venue, safety of staff and the effort required to arrive at the destination. The successful tenderer shall have at its disposal a broad selection of hotels across Europe and in the locations that are most visited by the staff of the ESA for example Brussels, Luxembourg, London, and Frankfurt including the hotels offering special rates to the European Commission and EU agency staff members. The category of the proposed hotels shall be minimum 3 (\*\*\*) stars provided that the offers do not exceed the hotel price ceilings specified in the ESA Mission Guides.

For some hotel accommodation connected with point to point travel some of the ESA may use the successful tenderer's online travel management booking tool. For hotel accommodation connected with multi destination travel or travel combining business and personal travel the ESA envisage the continuation of the use of offline travel management services.

For offline travel management services responses to requests for services must be provided by e-mail within 2 hours during the normal working hours of the ESA from the time of the original inquiry at which time the ESA shall receive accommodation options and cost quotations. Quotations must be inclusive of all costs such as city tax if applicable. The ESA understand that holding prices and rooms can depend on a number of factors however it is expected that the successful tenderer will use its best efforts to guarantee/secure quoted prices where possible for as long as possible. As a rule, three (3) alternatives (if available) shall be proposed. Occasionally and in case of urgent requirements the ESA may ask for a response within a shorter period of time. Therefore, on these occasions the successful tenderer shall be able to respond within 30 minutes. The ESA will then confirm the choice of the accommodation option or will request alternative proposals if needed. For more details on the ordering process see Section B.1.3.k. – Ordering Process of the Tender Specifications.

Upon receipt of the confirmation of choice of accommodation from the ESA the successful tenderer shall book the accommodation and shall send the booking confirmation by email to the ESA within 1 hour during the normal working hours of the ESA or within 30 minutes in urgent cases. The successful tenderer shall also be able to book accommodation at a hotel which is suggested by the ESA at a special price that the ESA are entitled to obtain as a participant to an event. If the prices proposed by the successful tenderer are more expensive than those the ESA are able to purchase on their own, the ESA shall be entitled to book/purchase directly the accommodation. If

required the successful tenderer shall be able to offer pre-payment of hotel accommodation for example when the hotel asks for pre-payment up front.

The booking confirmation from the successful tenderer should specify (a) name of the person on mission (b) hotel (c) arrival and departure date (d) type of room (e) booking flexibility and costs regarding changes or cancellation (f) any other relevant information.

Hotel expenses such as food (except if it is an all-inclusive rate), beverages, and internet usage must be paid directly by the staff member on mission.

As described above the following minimum response times shall apply:

**Response Time Minimum Requirement:**

Accommodation enquiries: Two (2) hours from the enquiry (**KPI 7**)

Urgent accommodation enquiries: Thirty (30) minutes from the enquiry (**KPI 8**)

Accommodation booking confirmation: One (1) hour from the request to book (**KPI 9**)

Urgent accommodation booking confirmation: Thirty (30) minutes from the request to book (**KPI 10**)

Compliance with the response time is measured by Key Performance Indicators (**KPIs**).

**B.1.3.c. Providing Assistance to Obtain Visas for Persons on Mission**

When any staff member going on mission by reason of his/her nationality requires a visa for a specific business trip, the successful tenderer shall inform the traveller of such requirements and of the procedure to obtain the necessary visa. The successful tenderer shall send out by email the relevant forms and information together with the list of documents required (if applicable). When possible and if necessary the successful tenderer shall mediate with the appropriate visa issuing authority to obtain such a visa before the departure date.

**B.1.3.d. Providing Information on Means of Public and Private Transport at the Meeting Venue**

Upon the request of the ESA, the successful tenderer shall provide information on the means of public and private transport for example bus and metro and train timetables as well as any possible taxi options available from and to the airport, from and to the hotel as well as within the city of the meeting.

**B.1.3.e. Working Hours**

The successful tenderer must be able to provide the abovementioned services including the delivery of tickets to the ESA on the ESA normal working days and during normal working hours i.e. Monday to Friday 09:00 - 17:30 local time. The service must be provided on the days on which the ESA work even though there may be a public holiday in their respective host country or in the country where the successful tenderer is located. The services shall not be interrupted on account of the absence of any of the appointed staff of the successful tenderer. The list of public holidays which applies to

each ESA will be provided to the successful tenderer at the beginning of each year. As an indication the EBA holidays for 2016 can be found in Annex XIII.

#### **B.1.3.f. After-Sales Service**

The successful tenderer must be able to provide after-sales service for example it must be able to guarantee emergency assistance/hotline services 365 days per year, 7 days per week and 24 hours per day. The telephone number(s) for the emergency assistance/hotline services must be provided after the signature of the framework contract. The successful tenderer must provide assistance to persons on mission and inform them immediately of any changes, cancellations, strikes, overbooking or problems with their travel. The assistance shall include any support needed by the ESA vis-à-vis the airlines, train operators, car hire companies, and hotels.

#### **B.1.3.g. Modification or Cancellation**

In case of cancellation by the ESA at short notice the successful tenderer will endeavour to minimise any penalties likely to be incurred by the ESA. No penalties attributable to the fault of the successful tenderer will be accepted by the ESA. In case of modification of a mission or ticket or any other service the best alternative option to facilitate the mission completion shall be provided by the successful tenderer.

#### **B.1.3.h. Communication of Interest to the ESA**

The successful tenderer will inform the ESA immediately of any upcoming changes in scheduled flights, new routes established to/from frequent destinations, possible new regulations applicable, planned strikes, possible or actual disruptions due to bad weather conditions or natural disasters, or other events which may affect travel of persons on mission for example when the itinerary coincides with a large event such as a fair in the place of destination. The successful tenderer should ensure that persons on mission are informed in due course of any delays, changes, cancellations or bad weather conditions, which will affect the travelling schedule. The successful tenderer must provide assistance to find alternative transport or hotel for the traveller if a scheduled flight/train is cancelled and endeavour to recover the full cost of ticket from the striking carrier.

#### **B.1.3.i. Confidentiality of Information**

The successful tenderer must ensure that personal data to which it may get access during the implementation of the framework contract is fully protected. The successful tenderer shall be bound by the confidentiality obligations of the framework contract (see Article II.8 of the Framework Contract in Annex I).

#### **B.1.3.j. Reporting and Statistics**

The successful tenderer shall submit weekly, monthly and semi-annual reports to each ESA. The monthly reports shall cover spend overview for example flights, trains, car



rental, and hotels overall and by unit or department, top destinations, top travellers, number and type of transactions, and airline passenger duty. The monthly and semi-annual reports shall be submitted within a maximum of 10 working days from the end of the previous reporting period. The semi-annual report shall include information on mileage carbon footprint. Weekly electronic reports shall cover (a) all bookings made in previous week and be sent each Monday (b) weekly forecast of all scheduled missions and be sent each Friday before the close of business. Additional reporting may be requested on an ad hoc basis. If requested the successful tenderer will present an overview of the results of any performance evaluation for example compliance with the KPIs and send quality assurance reports to the ESA not later than 10 working days after the end of each quarter. If problems or issues are discovered the successful tenderer shall immediately inform the respective ESA on how the problem or issue will be resolved. As described above the following minimum response time shall apply:

**Response Time Minimum Requirements:**

Submission of monthly, quarterly and semi-annual reports: Within ten (10) working days of end of previous reporting period (**KPI 11**)

Submission of weekly electronic reports: Each Monday and Friday before close of business (**KPI 12**)

Compliance with the response times is measured by Key Performance Indicators (**KPIs**).

**B.1.3.k. Travel Ordering Process**

Each ESA shall follow its own travel enquiry and ordering preference as well as its own internal workflow and process (see **Annex XII**) for its travel requirements. As mentioned in Section B.1.2A for some point to point travel some of the ESA may initiate the enquiry and book travel through the successful tenderer's online travel management booking tool. For other point to point and multi destination travel it is envisaged that the travel request, ordering process and service will be delivered through offline travel management services i.e. via email and/or telephone. Confirmation by an authorised person within the ESA that the ticket can be issued or accommodation booked is a "confirmed order" and is binding on both the ESA and the successful tenderer.

**B.1.3.l. Invoicing**

Although invoicing requirements may vary from one ESA to another it is expected that invoices will be required fortnightly or each month. Invoices should cover the services executed during the previous fortnight or month. Payments will be made in accordance with the relevant provisions of the Framework Contract (see **Annex I**). Invoices shall specify the total amount due, the period/month and year to which the invoice refers and

shall contain the contract reference number and the commitment number indicated in the order (if applicable). The invoice shall be accompanied by a detailed and itemised report listing each service provided during the period in question. The report should be sent electronically and be compatible with Excel.

Each item must specify as a minimum the following:

- The mission number (if applicable)
- Commitment number or budget line (as per needs of each ESA)
- Date of booking of room/issuing of ticket
- Name of the person on mission
- Unit of the person on mission
- Type of service (e.g. flight ticket, hotel accommodation, etc.,)
- Travel itinerary (if applicable)
- Dates and times of travel (if applicable)
- Name of the hotel (if applicable)
- Duration of stay in the hotel (if applicable)
- Fare and tax details(if applicable)
- Hotel rate and cost of stay inclusive of service fees and city taxes (if applicable)
- Transaction fee (it must be shown separately for each item)
- Total cost of mission
- Any VAT amounts (if applicable) must be indicated separately

#### **B.1.3.m. Meetings**

The successful tenderer will be requested to attend a number of meetings at the premises of the ESA. There will be an initial meeting at the start of the framework contract followed by annual contract performance review meetings (see Section **B.2.8 Provisional Contract Implementation Timetable**). The initial meeting at the start of the contract shall be held to define the details for a prompt and effective take over from the incumbent supplier and in order for the successful tenderer to get acquainted with the ESA rules and procedures. The successful tenderer shall delegate at least one representative with sufficient competence and authority to represent it at these meetings. Any expenses incurred by the successful tenderer in connection with these meetings will not be reimbursed separately by the ESA. For other service management or coordination meetings, if required, for example quarterly meetings or when requested by the ESA, video conferences may be held.

#### **B.1.3.n. Contract Implementation and Management**

The successful tenderer shall nominate two (2) Contact Persons within its organisation who will be dedicated to the day-to-day provision of the travel management services to the ESA. There must be a back-up for each of the Contact Persons in case he or she is on holiday or absent due to sickness or due to other reasons. The two (2) Contact Persons must each have at least five (5) years of experience in the field of providing international travel management services and be fluent in English.

The successful tenderer shall nominate a Contract Manager within its organisation who will coordinate the provision of the travel management services to the ESA, handle official communications, supervise and manage the ESA requests, respond to queries, and assist the ESA on both technical and administrative issues or in case of special requirements that the ESA may have. The Contract Manager must have at least eight (8) years of experience in the field of providing national and international travel management services and have three (3) years of experience as a team coordinator. The Contract Manager must be fluent in English and possess a high level of professionalism and customer orientation.

In the event of the need to replace staff the successful tenderer shall be responsible for the replacement of staff with people of at least the same level of skills and competencies as the originally appointed staff.

#### **B.1.3.o. Additional Services**

In case needs for additional travel associated services arise, for example the need to book a conference room overseas, the successful tenderer will be informed accordingly and a relevant order may be issued. Tenderers are therefore required to attach a catalogue of all travel associated services not described in these Tender Specifications which they are able to offer. This catalogue must include a description of the services and prices (excluding and including VAT).

#### **B.1.4. VARIANTS**

Variants are alternatives to any technical or financial aspects, or to any contractual conditions described in invitation to tenders. Variants are **not** permitted in this invitation to tender. Tenderers may **not** submit tenders for only part of the services required e.g. travel management services for one ESA. EBA will disregard any variants described in a tender and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with these Tender Specifications.

#### **B.1.5. DIVISION INTO LOTS**

This procurement procedure is **not** divided into lots. Tenderers must be in a position to be able to provide all the services requested in these Tender Specifications.

## **B.2. CONTRACT**

### **B.2.1. TYPE OF CONTRACT**

A single framework service contract is expected to be concluded with an economic operator for the provision of the travel management services specified in Section B.1 of these Tender Specifications. It will act as the basis for possible future purchases of travel services by the ESA. The framework contract contains, inter alia, a description of the nature and scope of the services that can be purchased by the ESA, methodology, timing and prices to be respected by the successful tenderer. It is a contract of a fixed duration but with no fixed value, only an indicative value. The framework contract itself is not an order for services and does not constitute a financial commitment.

### **B.2.2. IMPLEMENTATION OF THE CONTRACT INCLUDING QUALITY CONTROL**

The framework contract will be implemented through purchase orders or specific contracts which constitute the order and associated financial commitment. The actual travel enquiry and booking process is linked to the implementation of these purchase orders or specific contracts and not to the framework contract. For the implementation of the framework contracts currently in force for travel management services each ESA follows a different procedure. For example, the ESA either issue a specific contract for a fixed duration for example a specific contract for six (6) months, a number of purchase orders throughout each year or a purchase order for each mission. The ESA will control the compliance of the successful tenderer with the service delivery lead-times randomly and may assess the quality of the services by periodic customer satisfaction surveys and monitor any complaints received from staff related to the travel management services. The ESA will seek to collect feedback for as many types of services as possible and after assessing the feedback the ESA will pass it on to the successful tenderer's Contract Manager.

### **B.2.3. CONTRACT PRICES AND PRICE REVISION**

#### **(i) Contract Prices**

The prices for the travel management services shall be provided by the tenderer in its Financial Proposal (**Annex III**)

#### **(ii) Price Revision**

The prices in the Financial Proposal shall be fixed and not subject to revision during the first year of the framework contract. Afterwards the prices may be revised as specified in the relevant provisions of the contract (**Annex I**).

## **B.2.4 OTHER INFORMATION ON THE CONTRACT**

### **(i) Expenses Incurred by the Successful Tenderer**

Any administrative expenses incurred by the successful tenderer during the performance of the framework contract such as the cost of administration, contract management and support staff will not be reimbursed separately by the ESA . Any costs related to these items and the framework contract itself must be included into the prices in the tenderer's Financial Proposal (which must be drawn up as specified in **Section B.4**).

### **(ii) Request for Payment**

The successful tenderer shall prepare invoices and submit them to the ESA for payment in accordance with the relevant provisions of the Terms of Reference (see **Section B.1**) and Framework Contract (**Annex I**).

## **B.2.5. IMPORTANT NOTE**

The framework contract which may be awarded will be established on the basis of the contract attached to these Tender Specifications as **Annex I**. In particular, the framework contract indicates the method and the conditions for payments to the successful tenderer. The resulting framework contract with the successful tenderer will be based on this framework contract completed by the information and data provided in the selected tender. Submission of a tender implies acceptance of all the terms and conditions set out in these Tender Specifications and in the framework contract and waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the framework contract is awarded for the full duration of the framework contract.

**The EBA reserves the right to reject without further comment any tender that does not accept the contents of the framework contract in Annex I.**

## **B.2.6. ESTIMATED VALUE AND VOLUME OF THE CONTRACT**

The EBA estimates, without it being binding, that the total value of the framework contract over its duration of 48 months is **EUR 8.000.000 (eight million euros)**. A breakdown of the estimated framework contract value attributable to each ESA is provided in Table 1 below. The EBA may at a later stage (during the three years following the conclusion of the framework contract) exercise the option to increase the framework contract value via negotiated procedure in accordance with Article 134(1) (e) of the rules of application of the financial rules applicable to the general budget of the Union. The scope of the services purchased via any such negotiated procedure would consist of the same type of services purchased under the framework contract and any increase in value would not amount to more than 50% of the initial estimated framework contract value and follow a negotiation with the successful tenderer. Any such

negotiated procedure would depend on budget availability and the performance of the successful tenderer.

<b>Table 1</b>	<b>ESMA</b>	<b>EIOPA</b>	<b>EBA</b>
Estimate of Total Framework Contract Value attributable to each ESA in EUR (01/07/16 – 30/06/20)	2.880.000	2.160.000	2.960.000

Table 2 shows the estimated total volume of travel and accommodation over the duration of the framework contract (01/07/16 – 30/06/20):

<b>Table 2</b>	<b>Total Number of Flights</b>	<b>Total Number of Train Bookings</b>	<b>Total Number of Hotel Bookings</b>
Estimated Total Volume of Travel and Accommodation for the ESA (01/07/16 – 30/06/20)	6,800	6,700	6,000

Table 3 below shows the estimated total volume of travel and accommodation for each ESA over the duration of the framework contract (01/07/16 – 30/06/20):

<b>Table 3</b>	<b>Total Number of Flights</b>	<b>Total Number of Train Bookings</b>	<b>Total Number of Hotel Bookings</b>
EIOPA	2,600	1,350	1,900
ESMA	1,900	3,800	2,150
EBA	2,300	1,550	1,950

Any estimate by the ESA of their travel requirements during the period of the framework contract is provided as an indication only and is not binding upon the ESA. The actual volume of travel and contract value will depend on the needs and business activities of the ESA over the life of the framework contract.

### B.2.7. DURATION OF THE CONTRACT

The initial duration of the framework contract shall be for a term of twelve (12) months. After the initial term of twelve (12) months the framework contract is renewed automatically up to three (3) times, each time for a period of twelve (12) months, unless one of the parties receives formal notification to the contrary at least three (3) months before the end of the ongoing duration. The renewal is subject to budgetary availability, satisfactory performance and the continuing needs of the ESA. Renewal does not imply any modification or deferment of existing obligations.

### B.2.8. PROVISIONAL CONTRACT IMPLEMENTATION TIMETABLE

A provisional timetable for framework contract signature and provision of the services is given below. After the signature of the framework contract an initial meeting will be held at the offices of the ESA to settle all the details of the contract performance. A performance review meeting with regards to the framework contract will be held once per year at the ESA premises.

Action	Timetable
Signature of the framework contract	EBA: June/July 2016
Initial meeting	EBA: June/July 2016 ESMA: June/July 2016 EIOPA: June/July 2016
Framework contract performance review meeting	Once per year (dates to be mutually agreed by the parties)

Under no circumstances may implementation commence before the date on which the framework contract enters into force.

### B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

The front page of the original technical proposal must be signed and each page must be initialled by an authorised representative of the tenderer. It must contain the information requested in Section C. It must include all the necessary annexes. In preparing the technical proposal tenderers should bear in mind the specific criteria against which it will be evaluated (**Section B.7**). To facilitate evaluation tenderers must use the Technical Proposal Form (**Annex II**) to prepare and submit their technical proposals. The technical proposal should address the requirements set out in **Section B.1**. It shall cover as a minimum the following:

- The confirmation of the tenderer’s compliance with the minimum requirements described in **Sections B.1.2.B and B.1.3**
- The tenderer’s response to the four (4) specific technical evaluation criteria concerning (a) contract implementation (b) team organisation and contract management (c) mission scenarios (explained below) (d) environmental considerations described in **Section B.7.1**
- A proposal for itineraries, times, prices<sup>3</sup>, transport and accommodation for the following two (2) mission scenarios:

Mission Scenario Number 1 (meeting):

Number of persons on mission:	Two (2) from each ESA
Services required:	Transport Hotel accommodation – 1 night
Date(s) and time of meeting:	Starting: 13 April 2016 at 10:00. Ending: 13 April 2016 at 13:00
Venue of meeting: (physical address)	Council of the European Union Justus Lipsius Building, Rue de la Loi 175, 1048 Brussels
Departure location:	London, Paris, Frankfurt respectively
Destination location:	Brussels, Belgium
Additional instructions	Hotel ceiling price – 140 Euro/per night Both rail and flight options are to be included.

Mission Scenario Number 2 (meeting):

Number of persons on mission:	One (1) from each ESA
Services required:	Transport Hotel accommodation – 2 nights
Date and time of	Starting: 19 May 2016 at 9:00 - 18:00

<sup>3</sup> Prices indicated in this section will not be taken into consideration in the financial evaluation of the tenders



meeting 1:	
Date and time of meeting 2:	20 May 2016 9:00 - 18:00
Venue of meeting 1: (physical address)	BIS, Centralbahnplatz 2 4051 Basel Switzerland
Venue of meeting 2: (physical address)	CECA Financial meeting, Calle Alcalá 27, 28014, Madrid
Departure location:	London, Paris, Frankfurt respectively
Destination location:	Basel, Switzerland and Madrid, Spain
Additional instructions	Hotel ceiling price – 140 Euro/night – Basel Hotel ceiling price – 125 Euro/night - Madrid Both rail and flight options are to be included.

#### B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

The financial proposal shall be presented in the format in **Annex III**. It must be signed by an authorised representative of the tenderer. In drawing up their financial proposal tenderers should bear in mind the provisions of the framework contract and its general terms and conditions.

#### IMPORTANT NOTES FOR THE FINANCIAL PROPOSAL

- All prices i.e. transaction fees must be inclusive of all the costs related to the performance of the framework contract e.g. cost of administration, staff, technical resources, contract management.
- All prices must be in **Euro (EUR)**.
- All prices must be free of all duties, taxes and other charges (including VAT) as the ESA are as a rule exempt from all taxes and duties, and in certain circumstances are entitled to a refund for indirect tax incurred such as value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Tenderers must therefore give prices which are exclusive of any taxes and duties. Where applicable, any amount of VAT must be indicated separately.

- The prices shall be applicable to the successful tenderer for the execution of the framework contract should it be awarded. The prices shall be fixed and not subject to revision during the first year of duration of the framework contract.

**N.B.** The financial proposal must not contain any ambiguities. A tenderer may be disqualified if its financial proposal contains any statement which prevents accurate and complete evaluation and comparison for example statements including phrases such as “to be discussed”, “conditional on”, “depending on” etc.

## **B.5. ASSESSMENT OF TENDERERS AND TENDERS**

The assessment of tenderers and tenders will be conducted in accordance with the procedures described in **Section D**. For joint tenders and for tenders envisaging subcontracting **Section E** will apply.

## **B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY**

### **B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA**

Tenderers shall certify that they are not to be excluded from participation in this procurement procedure and from contract award as provided for in Articles 106 and 107 of Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015 amending Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union. Each tenderer shall provide an original Declaration of Honour drawn up according to the template in **Annex IV** dated and duly signed by the legal representative of the tenderer. All tenderers including all group (consortium) members (if any) and any subcontractor(s) must provide the self-declaration in **Annex IV** duly completed, signed and dated. The exclusion criteria will be assessed in relation to each company individually. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or EBA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties. The successful tenderer shall provide the documents mentioned as supporting evidence in **Annex IV** before signature of the framework contract and within a deadline given by the EBA. This requirement applies to all members of the consortium in case of a joint tender.

### **B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA**

The tenderer must have the capacity and capability (economic/financial, legal and technical/professional) to perform the framework contract. As proof, except for the cases

where original documents are requested, copies of original certificates/documents issued by an official authority in the country of origin or provenance may be accepted. An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities regardless of the legal nature of the links which it has with them. It must in that case prove to the EBA it will have at its disposal the resources necessary for performance of the contract for example by producing an undertaking on the part of those entities to place those resources at its disposal.

### **B.6.2.1. ECONOMIC AND FINANCIAL CAPACITY and LEGAL CAPACITY**

#### a) Economic and Financial Capacity - Selection Criteria:

The requirement(s) for economic and financial capacity must be fulfilled by the tenderer either alone in the case of a single tenderer or as a whole in case the tenderer is a grouping/consortium (i.e. assessment of whether the minimum requirement is met will take into account the grouping/consortium as a whole).

#### Requirement

Tenderers must be in a stable financial position and have the economic and financial capacity to perform the contract. The tenderer's average annual turnover for the last three (3) financial years (2013, 2014 and 2015) concerning the type of services covered by these Tender Specifications must be at least **EUR 4.000.000 (four million euros)**.

#### Evidence Required

The following evidence is to be provided:

- a copy of the audited accounts covering the last three (3) financial years (2013, 2014 and 2015) and a completed Annex V;
- a statement of the tenderer's overall turnover, profit and loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet where this information is not available in audited form as described above;
- details of the tenderer's professional indemnity insurance and/or insurance to cover civil and professional liability in respect of its business and with particular relevance to this framework contract;

In case of a grouping/consortium each member of the consortium must provide the required evidence. If, for any valid reason, the tenderer is unable to provide the documents requested, the tenderer may prove his economic and financial standing by any other document which the EBA considers appropriate. The documentation supplied in response to the abovementioned requirements will be reviewed to assess the general financial health of the tenderer.

#### b) Legal Capacity - Selection Criterion:

#### Requirement

The tenderer must prove that it is authorised to perform the contract under national law.

#### Evidence Required

- a certificate of registration in the relevant trade or professional register in the country of establishment/incorporation proving authorisation to perform the travel arrangement services described in these Tender Specifications (if the tenderer is not required or allowed to register in such a register for reasons related to its statute or legal status, EBA shall accept, as satisfactory evidence, a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register).

### **B.6.2.2. TECHNICAL AND PROFESSIONAL CAPACITY**

#### Requirement

- a) The tenderer must have at least three (3) years of experience in the last three (3) years (2013, 2014, and 2015) providing travel management services.

#### Evidence Required

- The tenderer must provide a brief history of itself covering the length of time in business, description of its activities and a list of the principal services provided in the field of travel management services during the past three (3) years (2013, 2014, and 2015).

#### Requirement

- b) The tenderer must have at least seven (7) staff with the following levels of experience: (i) at least two (2) of the staff must have three (3) years of experience providing travel management services (ii) at least three (3) of the staff must have five (5) years of experience providing travel management services (iii) at least two (2) of the staff must have eight (8) years of experience providing travel management services.

#### Evidence Required

- The tenderer must provide a description of its size, organisational structure, the total number of staff, and the CVs of the abovementioned seven (7) staff who provide travel management services.

#### Requirement

- c) The tenderer must be a registered IATA travel agent.

#### Evidence Required

- The tenderer must provide a copy of the document showing the valid IATA license number in the travel agency field specific to the performance of the contract or proof that it is in possession of a valid IATA License.

#### Requirement

- d) The tenderer must have managed at least two (2) contracts in the past three (3) years (2013, 2014, and 2015) each demonstrating the capacity to issue tickets for at least one thousand two hundred (1,200) journeys in a year.

Evidence Required

- The tenderer must provide a brief description of the two (2) contracts listing the activities, travel volumes and principal services provided in the field of travel management services during the past three (3) years with the sums, dates, customer name and customer location.

**B.7. EVALUATION OF THE TENDERS**

Once the tenderer has demonstrated the appropriate capacity to perform the contract on the grounds of the exclusion and selection criteria its tender will be assessed against the award criterion.

**B.7.1 TECHNICAL EVALUATION**

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in these Tender Specifications. To begin with tenders will be checked for compliance with the minimum technical requirements outlined in Section B.1.2. Only tenders which meet all the minimum technical requirements will be considered for the second stage of the technical evaluation. For the second stage of the technical evaluation tenders will be assessed against the following specific technical evaluation criteria and associated weightings and awarded an overall technical score:

Specific Technical Evaluation Criteria	Maximum Points
<p><b>1) The quality of the tenderer’s proposal for contract implementation which will be assessed on the basis of the following sub-criteria:</b></p> <ul style="list-style-type: none"> <li>- its methodology to guarantee efficient, effective, fast and high quality services in accordance with the requirements listed in Section B.1 taking into account the business needs of the ESA (e.g. phase-in, available technical resources, equipment and technology such as online booking tool and connections for booking travel, access to reservation systems of airlines and train companies, quality assurance system in place) (max. 30 points)</li> <li>- its ability to provide solutions to optimize travel time and improve cost efficiency (max. 10 points)</li> </ul>	<b>40</b>
<p><b>2) The quality of the tenderer’s proposal for the organisation of the</b></p>	<b>30</b>

Specific Technical Evaluation Criteria	Maximum Points
<p><b>tenderer’s team and management of the contract which will be assessed on the basis of the following sub-criteria:</b></p> <ul style="list-style-type: none"> <li>- its organization of its team for example its organization of its human resources, the responsibility for the tasks and contacts with the ESA (max. 20 points)</li> <li>- its management of the framework contract for example resource back-up, measures to ensure stability and constant high level know-how of team members, business continuity (max. 10 points)</li> </ul>	
<p><b>3) The quality and suitability of the tenderer’s proposal for the two selected itineraries and accommodation (see Section B.3) which will be assessed on the basis of the following sub-criteria:</b></p> <ul style="list-style-type: none"> <li>- the suitability and quality of the proposed itineraries in relation to price, trip duration and airport/rail station waiting time (max. 10 points)</li> <li>- the suitability of the proposed accommodation in relation to price, hotel category and proximity to meeting venue (max. 10 points)</li> </ul>	<b>20</b>
<p><b>4) The quality and suitability of the tenderer’s proposal to support the ESA commitment to reduce their carbon footprint:</b></p> <ul style="list-style-type: none"> <li>- the measures the tenderer will take as standard to ensure that ESA missions have the least possible impact on the environment and any additional measures for the ESA consideration to reduce its impact even further including how the tenderer will ensure that future developments in this field over the duration of the contract will be monitored and presented to ESA for consideration (max. 10 points)</li> </ul>	<b>10</b>
<b>TOTAL</b>	<b>100</b>

**Total Technical Score**

The total technical score for each tender will be calculated as the sum of the individual scores for the abovementioned specific criteria. The scoring system for the award of points is defined in the table below:

Points	Definition
0	Failure: The tender totally fails to address the criterion under examination.
2	Very Poor: The criterion under examination is addressed in an incomplete and unsatisfactory manner.

4	Poor:	The criterion under examination is partly addressed but with some major gaps and/or issues.
6	Fair:	The criterion under examination is generally addressed with some minor issues.
8	Good:	The criterion under examination is fully addressed.
10	Excellent:	The criterion under examination is fully addressed and the tender offers some added value.

Each quality criterion has a maximum score of 10 or 20 or 30. For the sub-criterion where the maximum score is 20 scores will be factored in order to be aligned with the above table. For example, an “excellent” evaluation would mean a score of 20 and a “good” evaluation would mean a score of 16 whereas a “very poor” evaluation would mean a score of 4. Equally for the sub-criterion where the maximum score is 30 scores will be factored in order to be aligned with the above table.

### Technical Evaluation Thresholds

Tenderers must obtain at least 60% of the total available points for the technical evaluation as well as at least 60% of the available points for each sub-criterion. Tenders that do not obtain the minimum number of points will be considered of insufficient quality and will be eliminated from further evaluation.

## B.7.2. FINANCIAL EVALUATION

The financial evaluation will be carried out in accordance with the cost simulation scenario described in **Annex III – Financial Proposal Form**. The cost simulation scenario is based upon the 2015 spending patterns of the ESA on travel management services. The tender with the lowest price of the offer will receive a **financial score of 100 points**. The financial score for the other tenders will be calculated by using the following formula:

**Financial score = lowest price of the offer/price of the offer of the tender being evaluated x 100.**

EBA may request details of the constituent elements of the tender for any tender with a financial offer very significantly below the average of the others to avoid tenders with abnormally low prices that could jeopardise the correct delivery of the services. EBA will verify those constituent elements, after any assessment deemed necessary, taking account of the explanations received from the tenderer. These details may relate in particular to compliance with the provisions relating to employment protection and working conditions in force at the place where the services are to be performed.

### B.7.3. CONTRACT AWARD CRITERION

The framework contract will be awarded to the tenderer submitting the most economically advantageous tender (i.e. the tender representing the best value for money) established by weighing technical quality against price on a **50/50 basis**. The final score therefore will be calculated using the following formula:

$$\text{Final score} = \text{Technical score} \times 50\% + \text{Financial score} \times 50\%$$

The tenderer obtaining the highest final score will be deemed to have the most economically advantageous tender. If there are two or more tenders with the same total score the contract will be awarded to the tenderer who obtains the highest score for price.

The EBA shall not be liable for any compensation in the event a tender is not accepted or it decides not to award the contract.

### B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for clarifications	<b>4th April 2016</b>	The modalities for sending requests for clarifications are specified in Section C.5.
Deadline for (a) dispatching tenders and (b) hand delivery of tenders	<b>(a) 12th April 2016 (b) Hand delivery to the EBA must be by no later than 17:00 BST on 12<sup>th</sup> April 2016</b>	The modalities for preparing and dispatching tenders are specified in Sections C.1, C.2, C.3 and C.4.
Deadline for registering for attendance at the public opening session	<b>13<sup>th</sup> April 2016</b>	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	<b>11:00 BST on 19<sup>th</sup> April 2016</b>	The public opening session will take place at EBA's premises.



Milestone	Deadline (*)	Notes
First meeting of the evaluation committee	Within 1 week following the public opening session	Estimated
Notification of the outcome of the procurement procedure to the successful and unsuccessful tenderers	Within 1 week after the award decision is signed	Estimated
Signature of the framework contract for the required services	Within four weeks of the notification of the outcome	Estimated

**(\*) Deadline: All times are expressed in UK local time**

## SECTION C – INSTRUCTIONS ON HOW TO TENDER

### C.1. CONTENTS OF YOUR TENDER

Tenders shall comprise the following three elements:

#### **Envelope A: Administrative Documents**

1. A cover letter enclosing the tender on the official letterhead paper of the tenderer signed by an authorised representative of the tenderer. The cover letter shall contain:
  - The name and the designation of the person who is authorised to sign the framework contract on behalf of the tenderer;
  - The written statement on the tenderer’s acceptance of the framework contract without reservation;
  - The confirmation that the period of validity of the tender is as required in Section C.1.1.
2. Filled in Tenderer’s Identification Form (see **Annex VI**)
3. Filled in Legal Entity Form (see **Annex VIII**)
4. Filled in Financial Identification Form (see **Annex IX**)
5. Information and documentation about the tenderer’s eligibility and capacity including:

- Original Declaration of Honour on Exclusion Criteria and Selection Criteria (see **Annex IV**) as specified in Section B.6.1.
  - Duly filled in and signed Tender Form (see **Annex VII**)
  - Filled in Financial Capacity Form (see **Annex V**)
  - Copies of all original certificates and documents on the tenderer's capacity as specified in Section B.6.2 issued by an official authority in the country of origin or provenance of the tenderer.
  - All other evidence documents and the information required for the assessment of the Selection Criteria as specified in Section B.6.2.
6. If applicable, information and documentation on members of consortia and subcontractors as specified in Section E.
7. Checklist of documents which tenderers must submit (**Annex X**)

In addition tenderers shall submit one copy of all the above information and documents on CD-ROM or USB memory stick.

#### **Envelope B: Technical Proposal**

The Technical Proposal duly signed by the tenderer's authorised representative on the front page and initialled on each page in one original signed paper version and two paper copies and on CD-ROM or USB memory stick. Tenderers must use the Technical Proposal Form (**Annex II**).

#### **Envelope C: Financial Proposal**

The Financial Proposal duly filled in and signed by the tenderer's authorised representative in one original paper version and on CD-ROM or USB memory stick. Tenderers must use the Financial Proposal Form (**Annex III**).

#### **C.1.1. IMPORTANT NOTE**

- Tenders shall be submitted strictly in accordance with the conditions set out in these Tender Specifications (including the annexes). If any other conditions are attached to or referred to in the tenderer's tender, the tenderer should declare that such conditions are entirely withdrawn.
- The period of validity of the tender, during which the tenderer may not modify the terms of the tender in any respect, must be at least **six months** following the deadline for dispatching tenders.
- **EBA reserves the right to decline without further comment any tender that does not accept its framework contract.**

## C.2. LANGUAGE OF YOUR TENDER

Tenders must be submitted in one of the official languages of the European Union. Since EBA's working language is English EBA would highly appreciate to receive tenders written in English, although this does not constitute a selection or an award criterion and will be ignored for the purpose of assessing a tender.

## C.3. HOW TO PACKAGE YOUR TENDER?

Tenders must be submitted using the double envelope system – i.e. one outer envelope and one inner envelope - in order to guarantee the confidentiality and integrity of data.

Both the **outer and the inner envelopes** must carry the following information:

**Tender Ref. No.** EBA/2016/01/OPS/SER/OP

**Tender Title: Travel Management Services for the European Supervisory Authorities  
TENDER – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT**

Name of the Tenderer: -----

Address of the Tenderer: -----

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If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The **inner envelope** shall contain three envelopes properly marked, as follows:

- **Envelope A** containing the **Administrative Documents**
- **Envelope B** containing the **Technical Proposal**
- **Envelope C** containing the **Financial Proposal**

## C.4. HOW TO DISPATCH YOUR TENDER?

The tenderer shall dispatch his tender not later than the date and time indicated in Section B.8.

The tenderer may choose to dispatch his tender by registered mail, courier service or hand delivery, to the following address:

**Michelle Humphries**

**European Banking Authority (EBA)**

Procurement Procedure – Reference: EBA/2016/01/OPS/SER/OP

**Floor 46 | One Canada Square | Canary Wharf | London | E14 5AA  
UK**

Tenders sent by other means (e.g. by e-mail or fax) or dispatched later than the deadline indicated in Section B.8 will be rejected. Tenderers shall note that, in case of tenders dispatched through registered mail or courier service, if the proof of dispatch is duly provided to EBA as explained in Section C.4.1.a below, tenders will be accepted even if – due to unexpected delays – they arrive after the date of the opening session.

If no proof of dispatch is provided to EBA and the tenders arrive after the opening session takes place, tenders will be rejected.

#### C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH

##### C.4.1.a. REGISTERED MAIL AND COURIER SERVICE

The tenderer must dispatch its tender to the postal or courier service by the deadline indicated in **Section B.8** at the latest. As a proof of dispatch, **date** and **time** of dispatch shall be clearly indicated by the postal or courier service on the outer envelope of the tender.

In addition, the tenderer shall obtain a receipt of delivery issued by the postal or courier service clearly indicating the **date** and **time** of dispatch. The tenderer must send a copy of this receipt to EBA preferably by e-mail to [michelle.humphries@eba.europa.eu](mailto:michelle.humphries@eba.europa.eu) specifying the title and reference number of this procurement procedure, together with the name, email address and telephone number of the tenderer.

##### C.4.1.b. HAND DELIVERY

The tenderer shall hand in its tender to the EBA official taking delivery by the deadline indicated in **Section B.8** at the latest.

As a proof of dispatch, the tenderer shall obtain a receipt, signed and dated by the EBA official taking delivery, clearly indicating the date and time when the EBA official took delivery of the tender. In order to ensure punctual hand delivery, **the tenderer is strongly advised to take into account the time needed for security checks when entering the EBA premises** and for the actual handover of its tender to the EBA official in charge of taking delivery. EBA may not be held liable for any delays incurred by the tenderer when in EBA's premises. The tenderer alone is responsible for ensuring that its tender is delivered on time.

#### C.5. CONTACTS BETWEEN EBA AND TENDERERS

Contacts between EBA and the tenderer may only take place in exceptional circumstances, under the following conditions:

##### C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS

###### C.5.1.1. REQUESTS FOR CLARIFICATIONS

Should the tenderer discover any discrepancies in the Tender Specifications or be in any doubt as to their meaning, the tenderer should notify EBA.

The tenderer may also request additional information and/or clarifications on the procurement procedure, the Tender Specifications or the nature of the framework contract.

Such requests shall be made in writing only; no telephone queries will be accepted.

The requests shall indicate the tender reference number and title, and shall be sent preferably by e-mail to:

**Michelle Humphries**  
**European Banking Authority (EBA)**  
**Procurement Procedure – Reference: EBA/2016/01/OPS/SER/OP**  
**Floor 46 | One Canada Square | Canary Wharf | London | E14 5AA**  
**UK**

**E-mail:** [michelle.humphries@eba.europa.eu](mailto:michelle.humphries@eba.europa.eu) with a copy to [tenders@eba.europa.eu](mailto:tenders@eba.europa.eu)

All queries shall be sent to EBA no later than the deadline indicated in **Section B.8**. Tenderers shall note that EBA is not bound to reply to requests for clarification made after the deadline indicated in **Section B.8**.

#### **C.5.1.2. AMENDMENT OF THE TENDER SPECIFICATIONS**

At any time prior to the deadline for dispatching tenders, EBA may modify the Tender Specifications by amendment. In order to allow tenderers reasonable time in which to take the amendment into account in preparing their tenders, EBA, at its discretion, may extend the deadline for dispatching tenders.

**N.B.** EBA's responses to requests for clarifications and/or amendments of the Tender Specifications will be made available electronically on the EBA website (<http://www.eba.europa.eu/Aboutus/Procurement/Current-calls-for-tender-60000.aspx>). The EBA website will be updated regularly. It is the tenderer's responsibility to check for updates, clarifications and modifications during the tendering period. Clarifications and/or amendments will be regarded as an integral part of the Tender Specifications.

#### **C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS**

If, after the deadline for dispatching tenders, a clarification is needed by EBA or if obvious clerical errors in the tender need to be corrected, EBA may contact the tenderer, although such contacts may not lead to any alterations of the terms of the submitted tender or a modified tender.

## C.6. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED?

Consortia of economic operators are authorised to submit tenders (joint offers) in compliance with the terms and conditions specified in **Section E.1**.

A tenderer may subcontract the tasks specified in **Section B.1** to other economic operators in compliance with the terms and conditions for subcontracting specified in **Section E.2**.

## SECTION D – HOW WILL TENDERS BE EVALUATED?

### D.1. PUBLIC OPENING SESSION

Tenders are opened by an evaluation committee whose members are appointed by EBA under guarantee of impartiality and confidentiality.

#### D.1.1. FORMAL OPENING REQUIREMENTS

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

1. the tender was not dispatched later than the dispatch deadline indicated in **Section B.8**
2. the inner envelope containing the tender is sealed as specified in **Section C.3** in order to guarantee the confidentiality and integrity of data
3. the tender contains the information and documentation indicated in **Section C.1**
4. the Technical and Financial Proposals are signed on the front page and initialled on each page as indicated in **Section C.1**
5. the tender is submitted in the number of copies required in **Section C.1**

A tenderer risks rejection of its tender if it is not compliant with requirements number 1 and number 2 described above.

#### D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION

The public opening session will take place at EBA's premises on the date and time indicated **Section B.8**.

A maximum of two (2) representatives per tenderer may attend the opening session. Should a tenderer wish to be present it shall inform EBA of the name of its representative(s) preferably by email (to [tenders@eba.europa.eu](mailto:tenders@eba.europa.eu)) not later than the date and time indicated in **Section B.8**.

## D.2. TENDER EVALUATION SESSION

Tenders complying with the formal opening requirements checked during the opening session are evaluated in four (4) steps by the evaluation committee as described below:

- (i) The evaluation committee first checks the eligibility of the tenderer to participate in the procurement procedure as defined in **Section B.6.1**.
- (ii) The evaluation committee then checks the capacity of the tenderer to perform the contract as defined in **Section B.6.2**. If a tenderer fails to comply with the criteria its tender will be excluded from further evaluation.
- (iii) The evaluation committee then checks if all the minimum requirements listed in **Section B.1.2.B** are met. A tender which does not meet all the minimum requirements will be excluded from further evaluation.
- (iv) The evaluation committee then evaluates the tenderer's technical proposal against the technical evaluation criteria and then, if it obtains the minimum number of points, its financial proposal and identifies the tender presenting the best value for money as explained in **Section B.7**.

In case of joint offers submitted by consortia and in case of subcontracting the exclusion, selection and award criteria are assessed in compliance with the terms and conditions specified in **Section E**.

N.B. The evaluation procedure is confidential. The deliberations of the evaluation committee are held in closed session and its recommendations are collective. The members of the evaluation committee are bound to confidentiality.

## SECTION E – JOINT OFFERS SUBMITTED BY CONSORTIA AND SUBCONTRACTING: TERMS AND CONDITIONS

Companies can consider a number of ways of collaborating in a tender for example either as joint partners or through subcontracting. Unless stated otherwise in the contract notice and/or the Tender Specifications both joint tenders and subcontracting are allowed in response to a call for tender published by the EBA. Tenders may also combine both approaches. In any case the tender must specify very clearly whether each economic operator involved in the tender is acting as a partner in a joint tender 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). Tenderers are required to fill in the relevant information in the Tender Form (**Annex VII**) for this purpose. The implications of these two modes of collaboration are quite different and are outlined below.

## E.1. JOINT OFFERS SUBMITTED BY CONSORTIA

### E.1.1. INTRODUCTION

Groups of economic operators (consortia) are authorised to submit tenders (joint offers). In this case each member of the consortium shall fulfil the requirements and accept the terms and conditions set out in the Invitation to Tender, the Tender Specifications, and the Contract as well as all the relevant annexes.

The members of the consortium shall designate one member as Consortium Leader with full authority to bind the consortium and each of its members. The Consortium Leader shall act as a single point of contact with EBA in connection with the present procurement procedure.

EBA may not demand that consortia must have a given legal form in order to be allowed to submit a tender. However, the consortium selected may be required to adopt a given legal form after it has been awarded the contract and before the contract is signed, if this change is necessary to the proper performance of the contract.

### E.1.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

Each member of the consortium must provide the following documentation:

- Documentation related to its eligibility to tender, as specified in **Section B.6.1**;
- Documentation related to the economic and financial capacity of the tenderer and documentation related to its legal capacity as specified in **Section B.6.2.1**;

Documentation related to its technical and professional capacity, as specified in **Section B.6.2.2**, shall relate to the whole consortium

### E.1.3. EVALUATION

Joint offers submitted by consortia will be assessed as follows:

- The exclusion criteria (**Section B.6.1**) and the selection criteria for the legal capacity (**Section B.6.2.1**) will be assessed in relation to each member of the consortium individually;
- The selection criteria for the economic and financial capacity (**Section B.6.2.1**) will be assessed as follows:
  - For criteria set as a minimum viability standard on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets) an individual evaluation will be made;



- For criteria that are deemed to be achieved above a certain level e.g. turnover with respect to the tenderer and contract a consolidated assessment i.e. all members of the consortium together will be made;
- The selection criteria for the technical and professional capacity (**Section B.6.2.2**) will be assessed in relation to the combined capacity of all members of the consortium as a whole;
- The technical and financial evaluation of the tenders (**Section B.7**) will be carried out in relation to the tender.

Since all members of the consortium are jointly and severally liable towards the EBA for the performance of the contract, statements, included in the joint offer, saying for instance, that each member of the consortium will be responsible only for a specific part of the contract, or that a separate contract should be signed with each member of the consortium if the joint offer is successful, are incompatible with the principle of joint and several liability.

EBA will disregard any such statement contained in a joint offer, and it reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the Tender Specifications.

**N.B.** If a member of the consortium does not fulfil one of the exclusion criteria the whole consortium shall be excluded.

#### **E.1.4. CONTRACT IMPLEMENTATION**

Once the framework contract has entered into force, all members of the consortium shall be jointly and severally liable towards the EBA for the performance of the contract. They shall comply with the terms and conditions of the framework contract and ensure the proper execution of their respective share of the services.

The Consortium Leader, duly authorised by the other members of the consortium, will be entitled to sign any contractual documents; it shall act as a single point of contact with the EBA in connection with the services to be provided under the contract; it shall co-ordinate the provision of the services by the consortium members to the EBA; it shall guarantee a proper administration of the framework contract.

The composition of the consortium and the allocation of tasks among the members of the consortium shall not be altered without the prior written consent of the EBA.

#### **E.2. SUBCONTRACTING**

### E.2.1. INTRODUCTION

The tenderer may subcontract the tasks specified in Section B.1 to other economic operators as long as the services are provided in accordance with the Tender Specifications.

### E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

The tenderer shall:

(i) State which tasks it intends to subcontract and clearly indicate the already identified subcontractor(s), its role, activities and responsibilities;

(ii) Specify the volume or proportion of the activities likely to be subcontracted;

In addition if the subcontractor(s) is/are already identified, the tenderer shall provide the following documentation for each subcontractor:

- Documentation related to the eligibility to tender of the already identified subcontractor(s), as specified in Section B.6.1
- Documentation related to the economic and financial capacity and documentation related to the legal capacity of the subcontractor, as specified in Section B.6.2.1;
- Documentation related to the technical and professional capacity of the subcontractor as specified in Section B.6.2.2.

### E.2.3. EVALUATION

In case of subcontracting, the tender will be assessed as follows:

- the exclusion criteria (Section B.6.1) and the selection criterion for the legal capacity (**Section B.6.2.1**) will be assessed in relation to each proposed subcontractor individually;
- the selection criteria for the economic and financial capacity (Section B.6.2.1) will be assessed as follows:
  - For criteria set as a minimum viability standard on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets) an individual evaluation will be made;
  - For criteria that are deemed to be achieved above a certain level e.g. turnover with respect to the tenderer and the contract a consolidated assessment i.e. tenderer plus subcontractor(s) will be made;
- the selection criteria for the technical and professional capacity (Section B.6.2.2) will be assessed in relation to the combined capacity of the tenderer and the subcontractor(s) as a whole;

- The technical and financial evaluation of the tender (Section B.7) will be carried out in relation to the tender.

#### **E.2.4. CONTRACT IMPLEMENTATION**

Once the framework contract has entered into force the successful tenderer shall retain full liability towards the EBA for the performance of the contract as a whole. The EBA will not have any direct legal commitment with the subcontractor(s).

During the execution of the framework contract the successful tenderer will need the EBA's prior approval to replace a subcontractor with another subcontractor and/or to subcontract tasks for which subcontracting was not envisaged in the original tender in compliance with the provisions on subcontracting foreseen in the contract.

### **SECTION F – SIGNATURE OF THE FRAMEWORK CONTRACT WITH THE SUCCESSFUL TENDERER: PROVISION OF EVIDENCE**

#### **Proof of Eligibility (Section B.6.1)**

The successful tenderer to whom EBA intends to award the framework contract will have to provide within a time limit defined by the EBA and preceding the signature of the framework contract specific evidence in order to prove that it is not in a situation of exclusion. The specific evidence confirming the Declaration of Honour is listed in Annex IV.

**N.B.** In case of joint offers submitted by consortia the above listed documentary evidence shall be provided by each member of the consortium. In case of subcontracting the above listed documentary evidence shall be provided on EBA's request.

The notification letter sent by EBA regarding the award of the contract does not constitute the award of the contract itself. This will not be completed until the framework contract has been signed by the successful tenderer and the EBA. Signature of the framework contract between the EBA and the successful tenderer will be conditional upon provision of the abovementioned documentary evidence from the successful tenderer.

#### **Capacity Documents (Section B.6.2)**

On EBA's request the successful tenderer shall submit within a time limit defined by EBA and preceding the signature of the contract the original certificates/documents to EBA for conformity check prior to the signature of the framework contract. In such case, signature of the framework contract between the EBA and the successful tenderer will be conditional upon provision of the original certificates/documents from the successful tenderer.

## **LIST OF ANNEXES**

The annexes are attached as separate documents to the Tender Specifications.

ANNEX I – FRAMEWORK SERVICE CONTRACT

ANNEX II – TECHNICAL PROPOSAL FORM

ANNEX III – FINANCIAL PROPOSAL FORM

ANNEX IV – DECLARATION OF HONOUR - EXCLUSION + SELECTION CRITERIA

ANNEX V – FINANCIAL CAPACITY FORM

ANNEX VI – IDENTIFICATION OF THE TENDERER

ANNEX VII – TENDER FORM

ANNEX VIII – LEGAL ENTITY FORM

ANNEX IX – FINANCIAL IDENTIFICATION FORM

ANNEX X - CHECKLIST OF DOCUMENTS WHICH TENDERERS MUST SUBMIT

ANNEX XI – ESA MISSION GUIDES

ANNEX XII – ESA MISSION WORKFLOWS

ANNEX XIII – EBA 2016 PUBLIC HOLIDAYS