

TENDER SPECIFICATIONS

ANNEX I

**No. EBA/2013/003/OPS/SER/OP
Supply of interim staff for general administration**

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SECTION A: INTRODUCTION

A.1. SUMMARY

Awarding authority	European Banking Authority (hereafter referred to as EBA).
Purpose	The purpose of this procurement procedure is to conclude a framework contract with a Staff Agency able to provide the interim staff to EBA Office.
Lots	This procurement procedure is <u>not</u> divided into lots.
Maximum value	The maximum value of the framework contract over the maximum possible duration of 48 months is estimated at: GBP £2,500,000 (two million five hundred thousand pounds) . EBA may at a later stage (during the three years following conclusion of the original framework contract) exercise the option to increase the maximum framework contract value via negotiated procedure with the successful tenderer in accordance with Article 134 (1) (f) of the Rules of Application (RAP) applicable to the general budget of the European Union.
Contract	EBA will sign a framework contract with the successful tenderer, referred to as “the Staff Agency” in the Tender Specifications. The framework contract is included in Annex VII.
Submission of offers	Each tenderer can only submit one offer.
Duration of framework contract	12 months, renewable up to three times, each time for a 12 month period, thus the maximum possible contract duration is 48 months.
Main places of performance of services	From the EBA’s premises.
Particulars of performance of services	Performance of services must be in conformity with the placed orders.
Variants	Not permitted.
Joint offers	Permitted.
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

A.2. WHO IS EBA?

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 and has taken over all the existing and ongoing tasks and responsibilities of the Committee of European Banking Supervisors (CEBS). The EBA acts as a hub and spoke network of EU and national bodies safeguarding public values such as the stability of the financial system, the transparency of markets and financial products and the protection of depositors and investors.

The EBA has a number of broad competences including preventing regulatory arbitrage, guaranteeing a level playing field, strengthening international supervisory coordination, promoting supervisory convergence and providing advice to the EU institutions in the areas of banking, payments and e-money regulation as well as on issues related to corporate governance, auditing and financial reporting.

The EBA will expand its activities and operations over the coming years.

A.3. WHAT IS PROCUREMENT?

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

The purpose is:

- (i) to guarantee the widest possible participation of economic operators,
- (ii) to ensure the transparency of operations and
- (iii) to 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 a “Staff Agency”.

EBA complies with the Financial Regulation applicable to the general budget of the European Communities (Council Regulation 1605/2002) and their Rules of Application. Please note that the Financial Regulation and their Rules of Application took over the provisions of the Directive 2004/18/EC.

A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS

In the general implementation of its activities and for the processing of tendering procedures in particular, 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.

SECTION B – SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE

B.1. TERMS OF REFERENCE

The purpose of these Tender Specifications is to give instructions and guidance to the economic operators willing to submit offers about the content and nature of the tender they have to submit.

These Tender Specifications will become an integral part of the contract that will be concluded following the award.

Non-compliance to them during the performance of the contract may constitute a reason for EBA to terminate it.

B.1.1. PURPOSE OF THE PROCUREMENT PROCEDURE AND SCOPE OF THE CONTRACT

EBA is multi-cultural and multi-lingual European Union agency with 84 staff members. Staff members are subject to the Staff Regulations and the Conditions of Employment of Other Servants of the European Communities (Council Regulation Nr. 259/68 of 29 February 1968, last amended by Council Regulation (CE, EURATOM EC) No 1558/2007 of 17 December 2007). EBA will require interim personnel, as a complement to the abovementioned regular staff, for the following reasons:

- ▶ to temporarily replace staff absent due to maternity leave, long-term sickness or other reasons
- ▶ to cope with peak periods which require an additional workforce for a fixed period of time
- ▶ to carry out on a temporary basis additional tasks to the ordinary ones resulting from specific projects
- ▶ to provide temporary human resources due to staff shortages
- ▶ to carry out, on a temporary basis, tasks which require specific competencies which are not available within the EBA

The objective of the envisaged framework agreement is to support the operational functions of the EBA by providing a **fast and flexible way** of satisfying the EBA with the "supply of interim staff" for the abovementioned reasons.

B.1.2. DESCRIPTION OF THE SUBJECT OF THE CONTRACT AND GENERAL REQUIREMENTS

The scope of the service is as defined by these Tender Specifications. It covers the supply of interim staff for general administration for EBA. The Staff Agency will act as a broker to screen the freelance market, shortlist CVs, and place interim staff at EBA covering general administration profiles such as HR Assistant, Secretary, Event Coordinator, Administrative Assistant, Communication Assistant, Finance Assistant, Receptionist.

The variety of activities and duties for which EBA may request interim staff in the context of this Framework Contract may include, among others, the following:

- ▶ General administrative support (including data entry, filing, archiving etc)
- ▶ Administrative duties involving some degree of technical knowledge such as bookkeeping
- ▶ Support for the organisation of meetings, conferences and events
- ▶ Budgetary, financial, and accounting duties
- ▶ Human resources related activities support
- ▶ Support for external and internal communications activities (e.g. press relations, Intranet)

The abovementioned list of activities and duties is not exhaustive. It is indicative of the type of assignments likely to arise. The interim staff employed under Specific Contracts will carry out activities that would be normally carried out by regular staff. Therefore, it is expected that deployed interim staff work in close cooperation with EBA staff members and interim staff from other Staff Agencies and other external contractors of the EBA in the premises of the EBA.

Profile description

<i>Profile: Communications Assistant</i>
<p>Tasks and responsibilities:</p> <ul style="list-style-type: none"> • Support in managing and updating the public website and presence of the in social media; • Support in maintaining and updating the intranet and other internal communication tools; • Support in monitoring the media and main stakeholders activities as well as in maintaining social media presence; • Support in organising press and communication events; • Support in managing and updating databases and mailing lists
<p>Education and qualifications:</p> <ul style="list-style-type: none"> • Professional qualifications in communication, marketing, PR, EU affaires. • Proven experience in a similar position of at least 3 years. • Background in Finance or Economics is an asset. • Excellent command of English.
<p>Knowledge and skills:</p> <ul style="list-style-type: none"> • Proven experience as communications assistant (general or specialised in web, press, public relations, events, etc.), preferably in a public body. • Good knowledge of MS Project and MS Office, in particular Word, Excel and PowerPoint. • Excellent communication skills both in writing and verbally; • Good knowledge of website maintenance, writing for the web and design, social media

Profile: Finance Assistant

Tasks and responsibilities:

- Provision of administrative support to the finance team of the organization.
- Support and assistance to operational initiation of financial transactions and preparation of commitment and payment requests;
- Collection, verification and processing of all documentation required to support the commitment and payment requests;
- Following up the financial implementation of projects, checking cost statements, preparation of de-commitments, and ensuring timely closure of contracts and administrative commitments;
- Preparation of budget transfers;
- Contribution to development and implementation of homogeneous and compatible procedures, norms, and methods of processing and access to financial information and documents;
- Filing financial documents and correspondence according to filing rules;
- Registration and administration of incoming invoices.
- Executing any other administrative tasks as decided by and under the responsibility of the Director Operations.

Education and qualifications:

Completed university studies in administration or finance of at least three years attested by a diploma and appropriate professional experience of at least three years in similar position closely related to accounting, budget, management, finance, or auditing.

Knowledge and skills:

- Have good knowledge of the EU Financial Regulation and experience in working with the EU financial budgetary system;
- Excellent knowledge of IT systems used in finance and accounting;
- Have advanced training in finance, administration or audit;
- Have excellent knowledge of MS Office suite (in particular Excel and Word)

Profile: Human Resources Assistant

Tasks and responsibilities:

- Provision of organizational and administrative support to the human resources related activities.
- Providing administrative and organizational support in:
 - All recruitment related activities: registration and screening of applications, communication with applicants, invitations to interviews, organization of interviews, organization of medical examinations, post interview communication
 - Performance appraisal related activities
 - Training and development related activities
 - Leave administration
 - Procurement activities related to HR
 - Performing tasks as a key user of the HR IT system, ensuring its smooth operation and quality of HR data and processes
- performing tasks related to administration of interview and medical examination related expenses and provision of administrative support in all financial matters related to HR activities
- Executing any other administrative tasks as decided by and under the responsibility of the Director Operations and/or the Principal Human Resources Officer.

Education and qualifications:

Secondary education attested by a diploma, or specific training, or professional experience of at least 3 years in the field of human resources, namely HR administration, recruitment, performance appraisal, training, and procurement related to HR activities.

Knowledge and skills:

- Experience in providing administrative support to recruitment activities;
- Experience in supporting performance appraisal;
- Experience in organization of and administration related to training;
- Experience in supporting procurement related to HR activities;
- Excellent IT skills at a user level combined with willingness to experiment new approaches for improving efficiency;
- Experience in administration of reimbursement claims;
- Experience in an EU/multicultural/international working environment

Profile: Secretary
<p>Tasks and responsibilities:</p> <ul style="list-style-type: none"> • Provision of secretarial, administrative, and personal support to the EBA management. • Providing secretarial, administrative and personal assistance to the management in their daily business and personal tasks; • Managing time, itineraries and diaries; • Scheduling of meetings and note taking, preparing meeting dossiers; • Preparing various summary reports (incl. Excel spreadsheets) based on the source data provided by other departments, using MS Office; • Managing correspondence, documents filing and archiving; • Responsibility for the reception desk, interacting with visitors and answering any visitor related enquiries; • Executing general office and administrative duties; • Covering for other secretarial staff in their absence; • Executing any other administrative tasks as decided by and under the responsibility of the Director in Operations and/or the Principal Human Resources Officer.
<p>Education and qualifications:</p> <p>a) A level of post-secondary education attested by a diploma, or</p> <p>b) A level of secondary education attested by a diploma giving access to post-secondary education and appropriate professional experience of at least six years as personal assistant/secretary.</p>
<p>Knowledge and skills:</p> <ul style="list-style-type: none"> • Have knowledge of other official languages of the European Union; • Have experience in an EU/multicultural/international working environment; • Have excellent Word, PowerPoint, Excel and Outlook skills.

Profile: Event Coordinator
<p>Tasks and responsibilities:</p> <ul style="list-style-type: none"> • Provision of organisational and administrative support in the planning, coordinating, organising, and hosting of seminars, workshops, conferences and other key meetings of the EBA; • Provision of registration information to members and registering participants attending EBA events; • Verification of registration forms, administration of the refunds by collecting travel documents and other supporting documents from participants and preparing all necessary documents for payments of refunds, etc; • Organising and preparing meeting rooms before and after the meetings; • Executing any other organizational and administrative tasks as decided by the Director of Operations.
<p>Education and qualifications:</p> <p>a) A level of post-secondary education attested by a diploma, or</p> <p>b) A level of secondary education attested by a diploma giving access to post-secondary education and appropriate professional experience of at least six years as event coordinator/manager.</p>

Knowledge and skills:

- Experience in the field of event organisation;
- Knowledge of other official languages of the European Union;
- Experience in an EU/multicultural/international working environment;
- Excellent Word, PowerPoint, Excel and Outlook skills.

Profile: Receptionist**Tasks and responsibilities:**

- Answer calls efficiently and politely.
- Greet visitors.
- Set up meeting rooms and manage online meeting room requests.
- Provide cover for the PA's absence/vacation/lunch.
- Prepare courier shipments.
- Ensure security and confidentiality measures are always applied.
- Manage and accompany all deliveries and collections from the loading bay.
- Update contact lists.
- Organise events, staff birthdays, kitchen and catering orders.

Education and qualifications:

A level of secondary education attested by a diploma giving access to post-secondary education and appropriate professional experience of at least six years

Knowledge and skills:

- Proven front of house experience, working on a busy, fast-paced reception.
- Pro-active and solutions driven attitude.
- High detail orientation; able to handle complex instructions with care and follow-through.
- Accuracy and timeliness in execution of assigned tasks.
- Ability to schedule work and balance priorities for the efficient flow of work.
- Ability to anticipate team needs and respond accordingly.
- Knowledge of other official languages of the European Union.
- Experience in an EU/multicultural/international working environment.
- Excellent Word, PowerPoint, Excel and Outlook skills.

Profile: Administrative Assistant**Tasks and responsibilities:**

- Providing administrative support and assistance in co-ordinating the professional activities of teams working in the EBA
- Encouraging compliance with deadlines and milestones established in the EBA Work Program;
- Scheduling, organisation and providing administrative assistance in meetings, workshops, and seminars;
- Providing administrative support in preparation of documents and dossiers for the meetings;
- Preparing various summary reports (incl. Excel spreadsheets) based on the source data

provided by other departments and keeping EBA databases related to different areas of activities up to date;

- Screening and filing of EBA emails and correspondence regarding the related area/s of activities and managing correspondence, documents filing and archiving;
- Executing general office and administrative duties.

Education and qualifications:

A level of secondary education attested by a diploma giving access to post-secondary education and appropriate professional experience of at least six years

Knowledge and skills:

- Proven experience as an administrative assistant;
- Excellent communication skills;
- Excellent knowledge of MS Office suite;
- Experience in working with databases;
- Experience in an EU/multicultural/international working environment;

Description of the service to be provided

- A. Identifying suitable consultants or freelancers as interim staff according to the profiles, levels and call-off procedure defined in these Tender Specifications
- B. Pre-screening of CVs and interviews with potential candidates prior to forwarding the interim staff's CV to the EBA.
- C. Facilitate interviews between EBA staff and the interim staff. Depending on the circumstances interviews can be held on the phone or at the office location of the EBA
- D. Negotiation of hourly rates to achieve the agreed price range which is specified in the framework contract and reviewed on an annual basis
- E. Signing of Specific Contracts to define the interim staff identity, the daily rate, the maximum number of days and the duration of the posting
- F. Processing of monthly time sheets and monthly invoicing according to conditions laid down in the framework contract and Specific Contract. Monitoring of actual days vs. maximum days defined in the Specific Contract
- G. Finding adequate replacement for contracted interim staff in case of (i) prolonged absence of the interim staff (ii) termination of the Specific Contract by the Staff Agency or (iii) termination of the Specific Contract by the EBA
- H. Retain know how about EBA in order to improve the selection and screening of CVs prior to submission to the respective EBA staff member.
- I. Organisation and follow-up of service review meetings with the appointed Contract Manager of EBA.

During and throughout implementation of the framework contract, the Staff Agency will be responsible for ensuring that when it provides interim staff to EBA, the employment of such interim staff by EBA complies in full with all current UK law relating to the employment of temporary workers.

The Staff Agency and Service Manager

General responsibility for the framework contract and Specific Contracts with EBA falls to the Staff Agency. Operational responsibility for the framework contract and Specific Contracts lies with the Service Manager of the Staff Agency. The Staff Agency shall nominate a Service Manager, who will be the point of contact for all issues related to the provision of the services under this framework contract. The Service Manager will not be provided an office infrastructure (office space, hardware/software, telephone network etc.) at the EBA's premises. However, he/she must be reachable and if required available for meetings during the normal working hours of the EBA.

The Service Manager should have experience of at least 5 years in the fields relevant to the service and employed by the Staff Agency for at least 2 years.

The Contract Manager

EBA will appoint a Contract Manager who is responsible for the operation and execution of the service within EBA. The Contract Manager will be the primary contact person for the Service Manager.

The interim staff

Each interim staff proposed to the EBA must be highly skilled and experienced for the required tasks as indicated in the profile. They must have a very good command of English and a minimum of 2 years of relevant professional experience in the related area.

During their assignment, the interim staff must demonstrate a high level of diplomacy and service orientation in the course of their work contacts with internal customers and peer colleagues.

Interim staffs are recruited at a specified profile level based on their relevant professional experience (number of years). Should the interim staff transition to the next higher profile level it will not have effect and repercussion on the assigned profile level or on the remuneration in the Specific Contract. The interim staff keeps the same profile level until the end of the Specific Contract.

Provision of infrastructure

The EBA shall make available the infrastructure needed for the execution of the on-site work (office space, hardware/software, telephone network etc.) to the interim staff.

The entire required infrastructure for the execution of the off-site services (i.e. related to the Service Manager) shall be the responsibility of the Staff Agency or the interim staff. In no event shall the Staff Agency or interim staff be able to plead the infrastructure as a reason for not meeting any of its obligations, in particular with regard to deadlines and quality.

Security and confidentiality requirements

The interim staff will be requested to sign a confidentiality agreement as a condition for the signature of the assignment. For sensitive tasks, the EBA may exceptionally request interim staff to provide a certificate of good conduct or equivalent (e.g. criminal records). In such case, it will specify this requirement in the job description for the assignment.

Working days and hours

Standard working days are from Monday to Friday, except on EBA Holidays published on their website. Standard working hours are from 9am to 5.30pm GMT including 30 minutes break on standard working days. In general interim staff will be working during standard working days and hours on the basis of 8 hours during a working day. The Staff Agency shall be responsible for ensuring that the above time-limits are complied with.

Languages

The working language (written and spoken) is English. Interim staff should have excellent command of English. A working knowledge of at least one other EU official language would be an asset.

Service recording and invoicing

Every day the interim staff shall record its worked time. At the end of each month, the interim staff shall complete and sign the attendance sheet (timesheet) and forward it to its management representative or coordinator at the EBA and as named in the Specific Contract. The EBA staff member shall be in charge of checking the consistency between the daily records and the monthly timesheet. The interim staff shall subsequently forward the time sheet to the Service Manager or Staff Agency representative for preparing the invoicing.

Service Performance Review

The Service Manager must provide quarterly reports to the responsible Contract Manager at the EBA. The report shall include relevant information related to the execution of the service as well as past and active postings of interim staff. The report with complete and accurate information for the previous quarter must be delivered by the end of the second calendar week of the current quarter.

Service review meetings shall be held twice per year at the EBA's premises. The Staff Agency will be represented by the Service Manager and the EBA by the Contract Manager. Additional participants can be invited by the Service Manager and Contract Manager. The purpose of the Service Review meeting is to review the past performance of the service, identify any necessary measure to improve the quality of the service as well as foreseen changes with impact on the provision of the services.

The Service Manager shall send the agenda for each meeting at least 10 working days before the meeting takes place to the nominated Contract Manager at the EBA. The Contract Manager may request to add additional items to the agenda. After every Service Review meeting the Service Manager drafts the meeting minutes and makes them available to the Contract Manager within 5 working days after the meeting was held.

The Contract Manager may decide to schedule ad-hoc meetings with the Service Manager if required. After every ad-hoc meeting the Service Manager drafts the meeting minutes, which will be made available to the Contract Manager within 5 working days after the meeting was held.

Duration and type of contract

The Framework Contract resulting from the present invitation to tenders will have a fixed duration of 1 year as from the date of signature with the possibility of three extensions of 1 year (1+1+1+1). The maximum contract duration can be up to 4 years. The framework contract will be executed through Specific Contracts for the provision of interim staff.

Signature of the Framework Contract imposes no obligation on the EBAs to order services. Only the implementation of the Framework Contract through Specific Contracts is binding for EBA. Each Specific Contract will contain details of the specific tasks, deliverables, payments and timelines.

Prices for interim staff

Hourly rates for interim staff must be inclusive of all holiday, all costs, expenses etc related to the Specific Contract as well as all expenses related to the provision of the services defined under these terms of reference and in the framework contract (e.g. searching for suitable candidates, screening of CVs, timesheet and invoicing etc.), No expenses incurred in the performance of the Framework contract or Specific Contract will be reimbursed separately by the EBA. List of EBA Holidays is published on EBA website.

Prices must be submitted in GBP.¹

¹ Please note that EBA is using the official exchange rate published on the European Commission web site for the month of tender deadline (in case of the tender for supply of interim staff for general administration it will be April exchange rate).

http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm

Service Level Agreement

The EBA may set up a Service Level Agreement at the beginning or during the term of the Framework Contract with the Staff Agency to monitor the execution of the contract and measure the performance of key service activities associated with the service ordering procedure, contract management and invoicing (KPIs).

Replacement of interim staff

The Staff Agency must ensure a high degree of stability of the services. It is the responsibility of the Staff Agency to arrange the replacement of interim staff in case of (i) underperformance (ii) prolonged absence or early termination of the Specific Contract by the interim staff.

B.1.3. SPECIFIC REQUIREMENTS TO THE SERVICES

Service ordering and invoicing procedure

The ordering procedure will be initiated by sending the "Request Form" to the Staff Agency. The "Request Form" will describe the profile requirements. The Service Manager shall, within a specified time frame respond with up to 3 CVs that match the requested profile and level. The EBA will assess the CVs and conduct interviews. Interview shall be conducted either via phone or at the premises of the EBA if possible. The proposal selected shall be followed by a formal offer from the Staff Agency which will be the basis for establishing a Specific Contract with the Staff Agency. This procedure shall be applied for all service requests.

Supply of interim staff shall be provided when the parties agree in the Specific Contract that a specified hourly rate is to be paid for a given number of days in return for the provision of the interim staff.

Profile Name	
Tasks and responsibilities	These are extensive examples of the tasks that will be expected to be performed by the required profiles. This list is neither exhaustive nor restrictive and is to be regarded as indicative.
Education and professional qualifications	A description of the educational or professional qualifications that is required for the profile. This description is neither exhaustive nor restrictive and is to be regarded as indicative.
Knowledge and skills	These are extensive examples of the knowledge and skills that a person with required profile is expected to possess depending on the level of the profile and

	required tasks. The list is neither exhaustive nor restrictive and is to be regarded as indicative.
Level based on professional experience Level 1	Minimum 2 and up to 6 years of relevant experience
Level based on professional experience Level 2	Minimum 7 years of relevant experience

Service Ordering Procedure

The following table defined service ordering procedure which will be followed for the majority of call-offs. The Deadline indicated is understood as “maximum duration” during which the service managers shall respond when executing the call-off. As a matter of principle, the Service Manager should respond as soon as can be possible to the service requests put forward by the EBA.

Step	Description	Actor	Deadline ²
1	Submission of the “Request Form” to the Service Manager of the Staff Agency (i.e. via email).	EBA	+0
2	Within 8 working hours, the Service Manager confirms the receipt of the request form via email and indicates whether or not he/she is intending to submit an offer. Confirmations shall be sending via email to the EBA contact person defined on the “Request Form”.	Service Manager	+1
3	The Service Manager submits up to 3 CVs. CVs should include the following information: Name, date of birth, highest relevant educational qualification, professional certification(s) relevant for the posting, professional experience relevant for the posting, history of employments, technical experience (IT tools) and a short summary of the pre-screening done by the Service Manager	Service Manager	+2
4	The EBA will evaluate the offer which will include a face-to-face interview. If not possible to setup a face-to-face interview a phone interview will be held. The Service Manager shall facilitate the scheduling of interviews within a short time frame.	EBA	+3
5	The Service Manager will be informed and the Specific Contract will be prepared by the EBA. If the selected candidate rejects the offer, the EBA will automatically	EBA	+4

² Relative to the submission date of the “Request Form” in working days

	submit a new "Request Form" to the Staff Agency.		
6	The EBA will submit the Specific Contract for counter signing by a representative of the <i>Staff Agency</i> .	EBA	+6
7	Specific Contract signed by both parties.	Service Manager	+8

Annex XI – Service Request Form



REQUEST FORM FOR SUPPLY OF INTERIM STAFF FOR GENERAL ADMINISTRATION

European Banking Authority	
[Name of organisation or company] [Title] [Name] [Surname] [Function within organisation or company] [Address] [PO Box No] [Postcode] [City]	London, Date EBA Contact: [Name] [Surname] Phone: [landline] E-Mail: name.surname@eba.europa.eu
Request ID: [ID-number]	

Description of required service	
Profile	[As per technical specifications]
Level	[As per technical specifications]
Tasks	[Specific for the particular post]
Expertise required	[Specific for the particular post]
Required start date	[date]
Number of working days	[number of working days]

Acknowledgment of receipt by (Standard: request date + 1 working day) (Accelerated: n/a)	(dd/mm/yy)
Candidate list (up to 3 CVs) by (Standard: request date + 2 working days)	(dd/mm/yy)

This request does not constitute any legally binding order until a specific agreement has been signed by both parties.

B.1.4. OTHER REQUIREMENTS

Service invoicing procedure

The following table describe the service invoicing procedure.

Step	Description	Actor	Deadline ³
1	Preparation of timesheet every month for the previous month	Interim Staff	+2
2	Validation and authorisation of time sheet by EBA supervisor	EBA	+3
3	Submission of timesheet to Staff Agency / Service Manager	Interim Staff	
3	Preparation of invoice and submission to EBA contact person	Service Manager	+6
4	Receipt of invoice and validation against time sheet	EBA	+10
5	Payment	EBA	+ ⁴

B.1.5. 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.

EBA will disregard any variants described in an offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

B.1.6. DIVISION INTO LOTS

This procurement procedure is **not** divided into lots.

B.2. CONTRACT

B.2.1. TYPE OF CONTRACT

EBA wishes to conclude a framework service contract with a single economic operator for the provision of the services specified in the Section B.1 of the Tender Specifications.

A framework contract is a legal agreement between two parties - in this case, EBA and the Staff Agency. It acts as the basis for possible future purchase of services by the EBA. The framework contract contains, inter alia, a description of the scope of services that can be purchased by EBA,

³ Relative to the first working day of a month in working days

⁴ In accordance to payment terms defined in the Contract (Annex VII)

methodology, timing and prices to be respected by the Staff Agency. It is a contract of a fixed duration but with no fixed value, only a maximum estimated total value. The framework contract itself is not an order for services or supplies and does not constitute a financial commitment. Services are requested through “Specific Contracts” over the period of validity of the framework contract.

B.2.2. IMPLEMENTATION OF THE CONTRACT

The framework contract will be implemented through Specific Contracts (**Annex VIII**) and Service Request Forms (**Annex XI**) that will be issued and confirmed over the period of validity of the framework contract.

Issuing Specific Contracts and Service Request Forms will be done in accordance with the process described in section **B.1.3. Ordering Process** of the Tender Specifications.

B.2.3. CONTRACT PRICES AND PRICE REVISION

(i) Contract Prices

Prices submitted in response to this tender shall be fixed and not subject to revision for Specific Contracts concluded during the first year of performance of the Framework Contract.

The prices for the services shall be provided by the tenderer in its Costing Sheet (see **Annex IV**)

(ii) Price Revision

From the beginning of the second year of performance of the Framework Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the contract became effective. Specific Contracts shall be concluded on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the Consumer Price Indices (CPI) covering the United Kingdom, where the services are to be performed. The CPI is published on a monthly basis by the National Statistics Office, 1 Drummond Gate, London SW1V 2QQ, www.statistics.gov.uk.

Revision shall be calculated in accordance with the following formula.

$$Ar = Ao \frac{Ir}{Io}$$

Where:

Ar = revised total amount

Ao = total amount in the original tender

Io = index for the month in which the validity of the tender expires

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

Afterwards the prices may be revised as specified in the relevant provisions of the Model Contract (**Annex VII**).

B.2.4 OTHER REQUIREMENTS – INFORMATION ON THE CONTRACT

(i) Expenses Incurred by the Staff Agency

Any expenses incurred by the Staff Agency during the performance of the contract, such as:

- the cost of administration, contract management, contact person and other support staff costs
- meeting expenses
- other expenses

will not be reimbursed separately by EBA. Such expenses should be incorporated into the prices in the Financial Proposal.

(ii) Request for Payment

The framework contractor shall prepare invoices and submit them to EBA as explained in the invoicing procedure section of the Terms of Reference (see **Section B.1**) and Model Contract (**Annex VII**).

B.2.5. IMPORTANT NOTE

A model contract is attached to these Tender Specifications as **Annex VII**.

In particular, the model contract indicates the method and the conditions for payments to the Staff Agency.

The resulting contract with the successful tenderer will be based on this model contract.

Submission of a tender implies acceptance of all the terms and conditions set out in this Invitation to Tender and in the model contract and waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract. Minor modifications to the model contract may be accepted.

B.2.6. VOLUME OF THE CONTRACT

EBA estimates, without this being binding, that the maximum contract value over the total possible duration of 48 months should not exceed **GBP £2,500,000 (two million five hundred thousand pounds)**.

EBA may at a later stage (during the three years following conclusion of the original contract) exercise the option to increase the maximum contract volume via negotiated procedure with the successful tenderer in accordance with Article 134 (1) (f) of the Rules of Application (RAP) applicable to the general budget of the European Union.

B.2.7. DURATION OF THE CONTRACT

The initial duration of the contract shall be for a term of 12 months. After the initial term of 12 months the contract may be renewed up to three times, each time for a period of 12 months.

B.2.8. CONTRACT IMPLEMENTATION TIMETABLE

A provisional timetable for the contract signature and subsequent provision of the services is given below.

The estimated date for signature of the contract is May/June 2013.

After the signature of the contract an initial meeting will be held at the offices of the EBA 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 EBA premises.

Action	Timetable
Signature of the framework contract	May/June 2013
Initial meeting	May/June 2013 + 1 week
Framework contract performance review meetings	Once per year (dates to be mutually agreed by the parties)

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

The technical proposal must be consistent with the Tender Specifications (see **Section B.1**). In preparing the technical proposal tenderers should bear in mind the award criteria against which it will be evaluated (see **Section B.7**).

In order to facilitate evaluation tenderers are kindly requested to use the Technical Questionnaire Form (see **Annex II**) in preparing their technical proposals.

The technical proposal should consist of a clear and comprehensive response to **Section B.1** of the Tender Specifications.

B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

The financial proposal shall be based on the format found in **Annex IV Costing Sheet**.

Each page of the financial proposal must be signed by an authorised representative of the tenderer.

NOTES FOR THE FINANCIAL PROPOSAL

Costing Sheet must be used to submit a financial offer. Please note that the Costing Sheet must be submitted in a separate binder or folder, which must be clearly labelled, and placed inside a separate sealed envelope.

- The prices i.e. fee rates for the interims must be inclusive of all costs related to the performance of the contract (e.g. cost of administration, contract management costs etc).
- The EBA will not reimburse any costs incurred in the preparation and submission of a tender. Any such costs must be paid by the tenderer.
- All prices must be free of all duties, taxes and other charges (including VAT), as EBA is, as a rule, exempt from all taxes and duties, and in certain circumstances is 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 proposed by tenderers in their financial proposals shall be applicable to the tenderers for the execution of the framework contract, should they be awarded the contract. The prices in the financial proposal shall be fixed and not subject to revision during the first year of duration of the framework contract.

N.B. The financial proposal shall be completely unambiguous. Your tender shall be disqualified, if it contains any statements preventing an accurate and complete comparison of the tenders (such as “To be discussed”, “Conditional to”, “Depending on X” 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 be excluded from this procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities’ financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation (Council Regulation no 1605/2002).

In addition a contract shall not be awarded to a tenderer who during the procurement procedure for this contract:

- is subject to a conflict of interest;
- is guilty of misrepresentation in supplying the information required by EBA as a condition of participation in the procurement procedure or fails to supply this information;
- finds itself in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation (Council Regulation no 1605/2002) for this procurement procedure.

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.

Evidence to be provided:

Each tenderer shall provide - in original - a declaration on honour drawn up according to the template found in **Annex III**, dated and duly signed by the legal representative of the tenderer.

B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA

The tenderer must have the capacity and capability (technical/professional, economic/financial, and legal) to perform the contract.

As proof of the above 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.

B.6.2.1. ECONOMIC AND FINANCIAL CAPACITY and LEGAL CAPACITY

a) Economic and Financial Capacity - Selection Criteria:

The tenderer's average annual turnover for the last three years (2010, 2011 and 2012) must be at least **GBP £3,000,000 (Three million pounds)**.

Evidence to be provided:

- balance sheets or extracts from balance sheets for the last three years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which the tenderer is established does not require the publication of the balance sheet);
- the Financial Capacity Form (**Annex XIV**) – in original - duly filled in and signed by an authorised representative of the tenderer.
- Evidence of relevant professional liability insurance. Please provide details of the applicant's insurance policies in respect of its business and those with particular relevance to this application. In particular state if the applicant holds professional risk indemnity insurance. Where a joint application is proposed, please present the information for each member individually

Policy type

Name of insurers

Policy Number

Expiry Date

Brief details of the level and risks included

Policy Type

Name of the insurers

Policy Number

- if a tenderer relies on the capacities of other entities, a written undertaking - in original - on the part of those entities confirming that they will place the resources necessary for performance of the contract at tenderer's disposal.

If, for any valid reason, the tenderer is unable to provide the documents requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

b) Legal Capacity - Selection Criteria:

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

Evidence to be provided:

- a certificate of registration in the relevant trade or professional registers in the country of establishment/incorporation. 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

Selection Criteria:

- a) The tenderer must have **at least 3 years of experience during the last 3 years** in providing the services as stated in these Tender Specifications
- b) Quality assurance: Please provide details of any quality assurance accreditation the tenderer currently holds, any accreditations applied for and their current status.

The following is the minimum requirement: ISO 9001

Evidence to be provided:

- a brief history of the tenderer, including the length of time in business, overall size and description of activities relating to services of the type required in this invitation to tender;
- ISO 9001 Certificate

B.7. ASSESSMENT OF THE TENDERS: EVALUATION OF THE AWARD CRITERIA

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

B.7.1 TECHNICAL EVALUATION

The EBA shall award the contract to the Tenderer who submits the economically most advantageous tender, i.e. the best quality/price ratio taking into account the award criteria and weighting listed below:

#	Award criteria	Max. points	Weighting
1	Technical Merit: Quality of the provision of the services based on the technical questionnaire (Annex II).	70	60%
2	Price: according to hourly rates and scenarios described in the costing sheet (Annex IV)	70	40%

12.1 Technical Merit

The quality of the proposals (Technical Merit) shall be evaluated as follows: the quality related award criteria shall be assessed one by one against the requirements set out in the terms of reference (Annex II) and technical questionnaire and evaluated on the basis of a scoring system from zero to five points as described in the table on the following page.

Tenderers must achieve a minimum of 60% of the available marks for technical merit to be admitted to the financial evaluation.

Points	Definition
0	No evidence/Total failure: The tender totally fails to address the criterion under examination or cannot be assessed due to missing evidence.
1	Very Poor: The criterion under examination is addressed in an incomplete and unsatisfactory manner; serious concerns.
2	Poor: The criterion under examination is partly addressed but with a few major gaps or issues.
3	Fair: The criterion under examination is generally addressed with minor issues.
4	Good: The criterion under examination is fully addressed.
5	Excellent: The criterion under examination is fully addressed and the tender offers some added value.

B.7.2. FINANCIAL EVALUATION

The financial evaluation will be made on the basis of the cost provided in Annex IV – Costing Sheet.

B.7.3. AWARD OF THE CONTRACT

The EBA shall award the contract to the Tenderer who submits the economically most advantageous tender, i.e. the best quality/price ratio taking into account the award criteria and weighting listed below:

#	Award criteria	Max. points	Weighting
1	Technical Merit: Quality of the provision of the services based on the technical questionnaire (Annex II).	70	60%
2	Price: according to hourly rates and scenarios described in the costing sheet (Annex IV)	70	40%

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for clarifications	19 March 2013	The modalities for sending requests for clarifications are specified in Section C.5.
Deadline for dispatching tenders	12:00hrs (noon) BST on 3 April 2013	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	12:00hrs (noon) BST on 4 April 2013	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	14:30hrs BST on 10 April 2013	The public opening session will take place at EBA's premises.
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	

Signature of the contract for the required services	Within four weeks of the notification of the outcome	Estimated
-----------------------------------------------------	------------------------------------------------------	-----------

(*) Deadline: All times are expressed in British Summer Time (BST)

SECTION C – INSTRUCTIONS ON HOW TO TENDER

C.1. CONTENTS OF YOUR TENDER

Tenders shall comprise of the following three elements:

Envelope A: Administrative documentation

1. A cover letter enclosing the Tender on the official letterhead paper of the Tenderer and 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 contract on behalf of the tenderer;
 - The written statement on the tenderer's acceptance of the EBA's model contract;
 - 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 XII**)
3. Filled in Legal Entity Form (see **Annex V**)
4. Filled in Financial Identification Form (see **Annex VI**)
5. Information and documentation about the tenderer's eligibility and capacity including:
 - Original Declaration of Honour on Exclusion Criteria (see **Annex III**) as specified in Section B.6.1.
 - Duly filled in and signed Tender form (see **Annex XIII**)
 - Filled in Financial Capacity form (see **Annex XIV**)
 - 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 (see **Annex XV**)

Envelope B: Technical Proposal

Technical proposal duly signed by the tenderer's authorised representative on the front page and initialled on each page, in one original signed version and two copies. Please use the Technical Questionnaire (**Annex II**).

Envelope C: Financial Proposal

Financial proposal duly filled in and signed by the tenderer's authorised representative, in one original version only (do not send copies). Please use the Costing Sheet (see **Annex IV**).

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.

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 the tenders.

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/2013/003/OPS/SER/OP

Tender Title: Supply of Interim Staff for general administration

TENDER – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT

Name of the Tenderer:

Address of the Tenderer:

.....

.....

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 documentation**
- **Envelope B** containing one signed original of the **Technical Proposal** with two copies
- **Envelope C** containing one signed original of 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:

Aneta Al Hafoudhova
European Banking Authority (EBA)
Procurement Procedure – Reference: EBA/2013/OPS/SER/OP
Tower 42 (Level 20),
25 Old Broad Street,
London EC2N 1HQ
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.

N.B. The tenderer 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. By the deadline indicated in **Section B.8**, the tenderer must send a copy of this receipt to EBA preferably by e-mail to aneta.alhafoudhova@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 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:

Aneta Al Hafoudhova

European Banking Authority (EBA)

Procurement Procedure – Reference: EBA/2013/003/OPS/SER/OP

Tower 42 (Level 20),

25 Old Broad Street,

London EC2N 1HQ

UK

E-mail: aneta.alhafoudhova@eba.europa.eu with a copy to 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 offer.

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.

The tenderer may subcontract the tasks specified in Section B.1 (Terms of Reference) 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 on a personal basis 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 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.3**.

If tenders are not compliant with requirements no. 1 and 2, **they will be rejected**.

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**.

One representative per tenderer is allowed to attend the opening session as an observer.

Should a tenderer wish to be present, it shall inform EBA of the name of its representative preferably by email (to 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 stages by an evaluation committee, whose members are appointed by EBA on a personal basis under guarantee of impartiality and confidentiality.

- (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 against the selection criteria as defined in **Section B.6.2**. If one of the relevant criteria is not positive, its tender may not be further evaluated.
- (iii) The evaluation committee checks if all the minimum requirements listed in **Section B.1** are met. The tenders that do not meet all the minimum requirements will be excluded.

- (iv) Afterwards, the evaluation committee evaluates the technical and financial proposals against the award criteria and identifies the offer 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 two ways of collaborating in a tender: either as joint partners in the tender or through subcontracting. Unless stated otherwise in the contract notice and/or the tendering specifications, both **joint tenders** and **subcontracting** are allowed in response to a call for tenders issued by EBA. Tenders may even combine both approaches.

In any case, the file 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). Please fill in the relevant information in the **Tender Form (see Annex VI)** for this purpose.

The implications of these two modes of collaboration are radically different. So that you can understand them both fully, they 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, the Model 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 minimum viability standards 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. overall turnover or turnover with respect to the specific tender), a consolidated assessment – 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 capacities of all members of the consortium, as a whole;
- The technical and financial evaluation of the offers (**Section B.7**) will be carried out in relation to the tender.

Since all members of the consortium are jointly and severally liable towards 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 or selection criteria, the whole consortium shall be excluded.

E.1.4. CONTRACT IMPLEMENTATION

Once the Contract has entered into force, all members of the consortium shall be jointly and severally liable towards EBA for the performance of the Contract, they shall comply with the terms and conditions of the 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 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 EBA; it shall guarantee a proper administration of the Contract.

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

E.2. SUBCONTRACTING

E.2.1. INTRODUCTION

The tenderer may subcontract the tasks specified in Section B.1 (Terms of Reference) to other economic operators, as long as the supplies and/or services are provided in accordance with the Tender Specifications and have no impact on the prices proposed in its financial proposal.

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), their roles, activities and responsibilities;
- (ii) Specify the volume or proportion of the activities likely to be subcontracted;

In addition, if the tenderer intends to subcontract above 50% of the activities specified in Section B.1 to other economic operators, and 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 (documentation to be provided to the extent of the activities that will be subcontracted), as specified in Section B.6.2.2.

E.2.3. EVALUATION

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

- *(if applicable)* 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 proposed subcontractor individually;
- *(if applicable)* the selection criteria for the economic and financial capacity (Section B.6.2.1) will be assessed as follows:
 - For criteria set as minimum viability standards 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. overall turnover or turnover with respect to the specific tender), a consolidated assessment – tenderer plus subcontractor(s) – will be made, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;

- (if applicable) the selection criteria for the technical and professional capacity (Section B.6.2.2) will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;
- The technical and financial evaluation of the offers (Section B.7) will be carried out in relation to the tender.

E.2.4. CONTRACT IMPLEMENTATION

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

During the execution of the contract, the contractor will need EBA's express authorisation 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 CONTRACT WITH THE SUCCESSFUL TENDERER: PROVISION OF DOCUMENTATION

Eligibility documentation (exclusion criteria)

The **successful tenderer** to whom EBA intends to award the contract will have to provide – within a time limit defined by EBA and preceding the signature of the contract – specific evidence in order to prove that they are not in a case of exclusion.

The following documentary evidence, confirming the declaration on honour, as referred to in Article 134(3) of the Commission Regulation (EC, Euratom) no. 2342/2002 of 23/12/2002 is listed below and will be accepted:

1. For the situations described in point (a), (b) or (e) of **Section B.6.1** of the Tender Specifications, EBA shall accept, as satisfactory evidence, a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied (eligibility documents 1);
2. For the situation described in point (d) of **Section B.6.1** of the Tender Specifications, EBA shall accept, as satisfactory evidence, a recent certificate issued by the competent authority of the State concerned (eligibility documents 2).

However, where the eligibility documents 1 and 2 are not issued in the country concerned, EBA shall accept, as satisfactory evidence for the situations described in points a) to e) of **Section B.6.1** of the Tender Specifications, a sworn or, failing that, a solemn statement made by the successful tenderer before a judicial or administrative authority, a notary or a qualified professional body in its country of origin or provenance, clearly stating that the requested eligibility documents are not issued in the country concerned and that the successful tenderer is not in one of the above-described situations.

Depending on the national legislation of the country in which the successful tenderer is established, these documents must relate to legal persons and/or natural persons. Where considered necessary by EBA, the successful tenderer may be requested to provide that documentary evidence for company directors or any person with powers of representation, decision-making or control in relation to the successful tenderer.

However, EBA may decide to waive the obligation of the successful tenderer to submit the documentary evidence if such evidence has already been submitted to EBA for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the successful tenderer shall declare on its honour that the documentary evidence has already been provided to EBA in a previous procurement procedure and confirm that no changes in its situation have occurred.

The acceptable proof and supporting documentation for legal and natural persons and public entities from the UK is a declaration on oath from a public notary or commissioner for oaths. Declarations counter-signed by company secretaries, auditors or accountants are not acceptable.

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 successful tenderer shall acknowledge that the notification letter sent by EBA to inform him that EBA intends to award him the contract does not constitute the award of the contract itself. This will not be completed until the contract has been signed by the successful tenderer and EBA.

Please note that the signature of the contract between EBA and the successful tenderer will be conditional upon provision of the documentary evidence from the successful tenderer.

Capacity documentation (selection criteria)

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 contract.

In such case, please note that the signature of the contract between EBA and the successful tenderer will be conditional upon provision of the original certificates / documents from the successful tenderer.

LIST OF ANNEXES

See attached as separate documents

ANNEX II – Technical Questionnaire

ANNEX III – Exclusion Criteria Form

ANNEX IV – Costing Sheet

ANNEX V – Legal Entity Form

ANNEX VI – Financial Identification Form

ANNEX VII – Draft Contract

ANNEX VIII – Draft Specific Agreement

ANNEX IX – Confidentiality Undertaking

ANNEX X – Technical Evaluation Grid

ANNEX XI – Service Request Form

ANNEX XII – Tender Identification Form

ANNEX XIII – Tender Form

ANNEX XIV – Financial Capacity Form

ANNEX XV - Checklist