

TENDER SPECIFICATIONS

Open Invitation to Tender
No. EBA/2012/019/OPS/SER/OP
Provision of Travel Arrangement Services

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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 travel agency able to provide the travel arrangement services and handle the volume of such services as detailed below.
Lots	This procurement procedure is not divided into lots.
Maximum value	The maximum value of the framework contract over the maximum possible duration of 48 months is estimated at: 1.600.000 (one million six hundred thousand) Euro . 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 126 (1) (f) of the Implementing Rules of the Financial Regulation.
Contract	EBA will sign a framework contract with the successful tenderer, referred to as “Contractor” or “the Travel Agency” in the Tender Specifications. The framework contract is included in Annex I.
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 travel agency’s main business premises.
Particulars of	Performance of services must be in conformity with the placed

performance of services	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) 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 “contractor”.

EBA complies with the Financial Regulation applicable to the general budget of the European Communities (Council Regulation 1605/2002) and their Implementing Rules (Commission Regulation 2342/2002). Please note that the Financial Regulation and their Implementing Rules 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 Terms of Reference 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 Terms of Reference 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

The purpose of this procurement procedure is to conclude a framework contract with a Travel Agency able to provide the travel arrangement services and handle the volume of such services as detailed below.

EBA requires a Travel Agency in order to make travel arrangement services (hereafter referred to as "Services) for its staff members going on mission, referred to as "persons on mission" in these Tender Specifications. An authorised business trip of a person on mission is referred to as "Mission" in these tender specifications.

The main services under the contract shall include researching, booking, changing, and cancelling transport and accommodation reservations, providing visa assistance, 24 hours assistance, and reporting as requested.

The table below shows the actual volume of flights and hotel bookings booked in 2010 by EBA:

	Flights	Trains	Hotel Bookings
	197	175	86
TOTAL:	197	175	86

The table below shows the actual volume of flights and hotel bookings booked in 2011 by EBA:

	Flights	Trains	Hotel Bookings
	323	243	305 ¹
TOTAL:	323	243	305

The table below shows the actual volume of flights and hotel bookings booked between 1 January 2012 and 31 March 2012 by EBA.

	Flights	Trains	Hotel Bookings
	115	94	100

¹ 305 hotel bookings consisted of a total of 442 hotel room nights.

TOTAL:	115	94	100
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The number of EBA staff missions is expected to continue to increase. However it should be noted that while the above tables show actual bookings made during 2010, 2011 and the first quarter of 2012, any indication of an increase in bookings is given as an indication only and is not binding upon the EBA. The actual volume of bookings during the life of the framework contract will vary depending on the needs and activities of the EBA. The maximum contract value over the life of the framework contract is estimated at **1.600.000 (one million six hundred thousand) Euro**.

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

The missions will take place mainly in the European Union. However there may be some missions outside the European Union.

Travel arrangements will be made on the basis of the most convenient trip (shortest schedule possible in terms of the time schedule from departure to destination) at the best possible price, according to the provisions mentioned below.

As a minimum the following services are required:

- Researching, booking, issuing and delivery of flight/train/ship tickets, where applicable with the competent CRS (Computer Reservation Systems) and including low cost airlines
- Electronic ticketing
- Booking of accommodation (hotel rooms);
- Providing assistance in obtaining visas;
- 24 hours assistance to persons on mission.

The Travel Agency must be able to provide all the above listed services.

Occasionally the Travel Agency may be required to provide other travel arrangement services not listed above (e.g. web check in, car rental arrangements, providing information on public transport means at the place of meeting and other information of importance to the traveller).

The biggest volume of foreseen transactions consists of the issuing of flight tickets combined with the booking of accommodation (See Annex III – Financial Proposal Form).

The Travel Agency shall provide the different travel options and rates available including low cost airlines, taking into account the requirements of the missions as indicated by EBA.

Travel must be organised so that the mission lasts as short a time as possible given the means of transport used and is as cost-effective as possible.

The services should be provided from the Travel Agency's main business premises.

In providing the services, the Travel Agency shall take into consideration the Mission Guide of EBA which is available in Annex XI.

B.1.3. SPECIFIC REQUIREMENTS TO THE SERVICES

The tenderer shall provide one travel booking staff member at its main business premises who will be dedicated to the provision of travel agency services to EBA. There must be a back-up for the travel booking staff member in case of holiday or sickness.

B.1.3.a. Issuing Tickets for Persons on Mission

The Travel Agency must be able to issue and deliver tickets for all air (mainly), rail, sea and road travel, as requested by EBA, at the best possible price (combining the most direct and least expensive routes to achieve cost effectiveness). If requested, other alternatives should be proposed.

Unless otherwise instructed, reservations shall always be made in economy class, at the most cost effective and convenient trip and at the best available market price.

Preference should be given to scheduled flights over charter flights.

The request for services will be sent to the Travel Agency by the EBA Mission Office in writing by email in the form of a travel purchase order which will include the commitment² number and the necessary information to be taken into account. Response to a request for services shall be provided by e-mail within 2 hours in most cases during the normal business hours from the time of original inquiry, at which time EBA shall receive routing options and relevant cost quotations. Occasionally, in case of urgent requirements, EBA may ask the Travel Agency to provide a response within a shorter period of time. In such cases the Travel Agency shall be able to respond within a period of time as short as 30 minutes.

The EBA Mission Office will then confirm the choice of the travel option and will ask the Travel Agency either to put the ticket "on hold" or to issue the ticket straight away. In the former case the Travel Agency shall inform the EBA Mission Office for how long the ticket can be kept "on hold". If the offered travel options are not suitable, the EBA may request alternative proposals. For more details on the ordering process see section B.1.4.f. – Ordering Process of the Tender Specifications.

Upon receipt of the confirmation of the choice of the travel option and of the request to issue the ticket from EBA, the Travel Agency shall issue and email the electronic travel

² The commitment numbers will be used for the purpose of grouping missions on invoices (for more details see section **B.1.4.g. Invoicing** of the Tender Specifications).

ticket within 1 hour (during the normal business hours) or within 15 minutes (in urgent cases). The electronic tickets shall be sent by email to the EBA Mission Office.

In the exceptional cases when flight tickets cannot be delivered electronically they should be delivered in paper to the premises of EBA no later than 72 hours before the time of departure.

Other types of tickets, for example rail, bus, ferryboat etc 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 of departure. No additional charge should be made for this delivery service.

The Travel Agency shall send separate tickets for each person on mission. The tickets should contain information on:

- Name of the person on mission (the commitment numbers will be used for the purpose of grouping missions on invoices)
- Complete itinerary;
- Ticket class;
- Fare and tax details, including fare calculation details and additional data such as flight codes;
- Fare restrictions, change or refund permissions;
- Baggage allowance;
- Carriage terms and conditions;
- Other relevant information.

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

When requested, the Travel Agency shall arrange hotel accommodation for persons on mission, within the hotel price ceilings specified in the EBA Mission Guide (see Annex XI). Convenience (proximity to the mission venue) should also be taken into account.

To this end the Travel Agency shall have at its disposal a broad selection of hotels across Europe, including hotels applying special prices as granted to the European Commission servants.

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 Mission Guide (see Annex XI).

The request for services will be sent to the Travel Agency by the EBA Mission Office in writing by email in the form of a travel purchase order and will include the reference of the business trips (commitment number, as applicable) and the necessary information to

be taken into account. Responses to requests for services should be provided by e-mail within 2 hours in most cases during the normal business hours from the time of original inquiry, at which time EBA shall receive accommodation options and relevant cost quotations.

Occasionally in case of urgent requirements EBA may ask the Travel Agency to provide a response within a shorter period of time, therefore the Travel Agency shall be able to respond within a period of time as short as 30 minutes. The EBA Mission Office 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.1.4.f. – Ordering Process of the Tender Specifications).

Upon receipt of the confirmation of the choice of the accommodation option from the EBA the Travel Agency shall book the accommodation and shall send the booking confirmation by email to the EBA Mission Office within 1 hour (during the normal business hours) or within 30 minutes (in urgent cases).

B.1.3.c. Providing Assistance in Obtaining Visas for Persons on Mission

Where any person on mission by reason of his/her nationality requires a visa for a business trip, the Travel Agency shall endeavour and possibly mediate with the appropriate visa issuing authorities to obtain such a visa before the departure date.

B.1.3.d. Providing Information on Public Transport Means at the Meeting Venue

Upon the request of the EBA Mission Office, the Travel Agency shall send information on the public means of transport and more specifically timetables of bus, metro and train available from and to the airport, from and to the hotel as well as within the city of the meeting.

B.1.4. OTHER REQUIREMENTS

B.1.4.a. Working Hours

The Travel Agency must be able to provide the aforementioned services, including the delivery of tickets to EBA, during normal working hours (Monday to Friday 09:00 - 17:30 London Time).

The Travel Agency must be able to guarantee emergency assistance / hotline services 365 days per year, 7 days per week and 24 hours per day. The name(s) of (a) contact person(s) and telephone number(s) must be provided after the signature of the contract.

The Travel Agency must provide assistance to persons on mission and inform them immediately of any changes, cancellations or problems with their travelling.

B.1.4.b. Cancellation

In case of cancellation by EBA at short notice, the Travel Agency will endeavour to minimise any penalties to be incurred by EBA. No penalties attributable to the fault of the Travel Agency will be accepted.

B.1.4.c. Communication of Interest to EBA

The Travel Agency will inform EBA immediately of upcoming changes in scheduled flights, new routes established to/from frequent destinations, possible new regulations applicable, planned strikes, or other events which may affect travel of persons on mission.

The Travel Agency should ensure that travelling persons on mission are informed in due course of any delays, changes, cancellations or bad weather conditions, which will affect the travelling schedule.

B.1.4.d. Confidentiality of Information

The Travel Agency must ensure that personal data to which it may get access during the implementation of the contract is protected.

The Travel Agency is bound by standard confidentiality obligations (see Article II.9 of the Draft Framework Contract attached in Annex I).

B.1.4.e. Statistics

The Travel Agency may be asked to submit detailed overviews of the services provided to EBA at the end of each month. Such statistics may include the number and type of transactions ordered by EBA, the number of ticket purchases by EBA per month, the number of hotel nights booked etc as well as expenditure under the contract per month.

B.1.4.f. Ordering Process

The request for service/ordering process and the delivery of services will be ensured through exchange of emails and travel purchase orders between EBA and the Travel Agency throughout the validity of the Framework Contract.

The Travel Agency must provide at least three (if available) best possible options for each travel purchase order.

The travel purchase order will be sent to the Travel Agency by the EBA Mission Office or other authorised staff members (as notified in advance).

The confirmation of the choice of travel option and respectively the request to issue the ticket and/or book the hotel will be sent **exclusively** by the EBA Mission Office.

The travel purchase order will indicate the travelling arrangements requested e.g.

- Issuing of tickets (air/rail/sea/road);
- Booking of accommodation;
- Information on public transport means;
- Web check in

The Travel Agency shall send all offers pertaining to one travel purchase order in a single email.

Upon receipt of the offers from the Travel Agency and following the selection of the ticket or accommodation, the confirmation will be issued confirming also the commitment number for invoicing purposes.

A travel purchase order for which a confirmation was issued by EBA (as described above) is a “confirmed order” and is binding on both EBA and the contractor.

B.1.4.g. Invoicing

Every two weeks the Contractor shall submit one invoice per each commitment number. The invoice shall cover all the services executed during the previous two weeks under the commitment number in question. The payment will be done in accordance with the relevant provisions of the Model Contract (**Annex I**). In particular, the invoice shall specify the total amount due, the period/month and year to which the invoice refers and shall contain the Framework Contract reference number and the commitment number indicated in the order EBA.XX.

The invoice shall be accompanied by a detailed and itemised report listing each service provided during the two weekly period in question. Each item must specify as a minimum the following:

- Mission number (where applicable)
- Commitment number EBA.XX
- Name of the person on mission
- Name of the EBA staff who authorised the travel
- 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 per night and total cost of stay (if applicable)
- Travel Agency’s transaction fee (must always be shown separately for each item)
- Any VAT amounts (if applicable) must be indicated separately

The invoice shall cover all the services provided during the two weekly period in question.

Please note that the requirement regarding the reporting and invoicing as described above is a **minimum requirement**. Thus tenders failing to comply with this requirement will be rejected.

B.1.4.h. Meetings

The Travel Agency will be requested to attend a number of meetings at the premises of EBA (one initial meeting at the start of the contract followed by annual contract performance review meeting – see section **B.2.8 Contract Implementation Timetable** of the Tender Specifications).

The Travel Agency shall delegate at least one representative with sufficient competence and authority to represent the travel agency in these meetings.

Any expenses incurred by the Travel Agency in connection to these meetings will not be reimbursed by EBA.

B.1.4.i. Contract Management and Customer Support

The Travel Agency shall provide one travel booking staff member at its main business premises who will be dedicated to the provision of travel agency services to EBA.

The Travel Agency shall also appoint a Contract Manager within its organisation who will coordinate the provision of services to EBA, handle communications with EBA, supervise and manage EBA's requests, respond to queries, and assist EBA with both technical and administrative issues or in case of special requirements EBA may need. The members of the contract implementation/customer support team must have a very good working knowledge of English.

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 Contractor. 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, methodology, timing and prices to be respected by the Contractor. It is a contract of a fixed duration but with no fixed value, only a maximum 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 “travel purchase orders” over the period of validity of the framework contract.

B.2.2. IMPLEMENTATION OF THE CONTRACT

The framework contract will be implemented through travel purchase orders that will be issued and confirmed over the period of validity of the framework contract.

Issuing travel purchase orders and confirmations will be done in accordance with the process described in section **B.1.4.f. Ordering Process** of the Tender Specifications.

B.2.3. CONTRACT PRICES AND PRICE REVISION

(i) Contract Prices

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

(ii) Price Revision

The prices in the Financial Proposal shall be fixed and not subject to revision during the first year of duration of the framework contract.

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

B.2.4 OTHER REQUIREMENTS – INFORMATION ON THE CONTRACT

(i) Expenses Incurred by the Contractor

Any expenses incurred by the contractor 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 (drawn up as specified in **Section B.4**).

(ii) Request for Payment

The framework contractor shall prepare invoices and submit them to EBA every two weeks for payment in accordance with the relevant provisions of the Terms of Reference (see **Section B.1**) and Model Contract (**Annex I**).

B.2.5. IMPORTANT NOTE

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

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

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.

EBA reserves the right to decline without further comment any tender that does not accept its model contract.

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 **1.600.000 (one million six hundred thousand) Euro**.

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 126 (1) (f) of the Implementing Rules of the Financial Regulation.

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 September/October 2012.

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	September/October 2012
Initial meeting	September/October 2012 + 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 Terms of Reference (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 Proposal Form (see **Annex II**) in preparing their technical proposals.

The technical proposal should consist of a clear and comprehensive response to **Section B.1 (Terms of Reference)** of the Tender Specifications, and shall cover as a minimum the following list of topics:

- **Confirmation of the tenderers ability to comply with the mandatory (minimum) requirements described in Section B.1 (Terms of Reference), as follows:**
 - Ability to provide the services required as a minimum i.e. researching, booking, issuing and delivery of flight/train/ship tickets, booking of accommodation, providing assistance in obtaining visas, 24 hours assistance to persons on mission;
 - Ability to provide emergency assistance / hotline services 365 days per year, 7 days per week and 24 hours per day;
 - Ability to comply with the invoicing requirements as described in Section B.1.4.g. of the Tender Specifications
 - All members of the contract implementation/customer support team must have a very good working knowledge of English.
- **The contract implementation proposal describing in particular:**
 - How the contract implementation will be organised in order to guarantee efficiency and quality of the provision of services to EBA, in accordance with the requirements listed in Section B.1.

- Demonstration of the ability to proactively provide solutions to optimize travel time and improve cost efficiency (please provide at least one example)
- Demonstration of the selection of hotels across EU member states at the disposal of the tenderer and the availability of lists of preferred hotels;
- Demonstration of the ability to provide special hotel rates to EBA.
- **Statement of the guaranteed service levels, covering in particular:**
 - Response times (providing quotes, issuing and delivering tickets, booking accommodation);
 - Alert systems for travel disruptions and contingency plans;
 - Emergency Assistance / Hotline support;
 - Services provided outside the normal working hours (out-of-hours), as well as during weekends and holidays;
 - Reporting/statistics provided;
- **Description of the contract implementation team, in particular providing details of:**
 - Team, composition and balance of skill mix of proposed team: profiles, team roles and responsibilities of all team members, including resource back-up
- **Proposal for itineraries, times, prices³, transport and accommodation for the following 2 mission scenarios:**

Mission scenario 1 (meeting):

Number of persons on mission:	2 (two)
Services required:	Transport Hotel accommodation – 1 nights
Date(s) and time of meeting:	Starting: on 2 May 2012 at 10:00. Ending: 2 May at 13:00
Venue of meeting(s): (physical address)	–Council of the European Union Justus Lipsius Building, Rue de la Loi 175, 1048 Brussels

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

Departure location:	St Pancras, London
Destination location:	Brussels, Belgium
Additional instructions	Hotel ceiling price – 140 Euro/night Outbound travel - 1 May 2012 departing late afternoon/early evening Inbound travel - 2 May 2012 departing mid afternoon

Mission scenario 2 (meeting):

Number of persons on mission:	1 (one)
Services required:	Transport Hotel accommodation – 2 nights
Date(s) and time of meeting:	Starting: 24 April 2012 at 09:00 Ending: 25 April 2012 at 18:00
Venue of meeting: (physical address)	Joint Committee of the ESAs, ESMA premises, 103 rue de Grenelle, 75005 Paris CECA Financial meeting, Calle Alcalá 27, 28014, Madrid
Departure location:	London, United Kingdom
Destination location:	Paris, France and Madrid, Spain
Additional instructions	Hotel ceiling price – 150 Euro/night – Paris Hotel ceiling price – 125 Euro/night - Madrid Outbound travel –23 April departing late afternoon Travel from Paris to Madrid: 24 April departing around 16.30 Travel from Madrid to London: 25 April departing around 18:30

The front page of the original technical proposal must be signed and each page must be initialled by an authorised representative of the tenderer.

B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

The financial proposal shall be based on the format found in **Annex III**.

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

NOTES FOR THE FINANCIAL PROPOSAL

- The prices i.e. transaction fees must be inclusive of all costs related to the performance of the contract (e.g. cost of administration, contract management costs etc).
- All prices must be quoted in **Euro (EUR)** or in **Pounds Sterling (GBP)**. For the purposes of evaluation and comparison of the prices in the tender prices quoted in GBP shall be converted to EUR by using the European Commission, Financial Programming and Budget exchange rate in force on the date of the deadline for submission of tenders. This information is also available on the website of the European Commission at the following URL: http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cf m. Please note that the currency of the signed contract will be the currency of the financial proposal. Thus if the successful tenderer quotes the prices in Pounds Sterling (GBP), then the currency of the contract will be Pounds Sterling (GBP) and payments will be made in the same currency.
- 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 IV**, dated and duly signed by the legal representative of the tenderer.

<p>B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA</p>

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 financial years for which accounts have been closed must be at least **1.400.000 (one million four hundred thousand) Euro**.

Evidence to be provided:

- balance sheets or extracts from balance sheets for the last three financial 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 V**) – in original - duly filled in and signed by an authorised representative of the tenderer.
- professional liability insurance certificates
- 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 in providing the services as stated in these Tender Specifications and have implemented at least 2 contracts in the past 3 years of a similar value to the value of this contract (but not less than a value of **200.000 (two hundred thousand) Euro** per year) covering the type of services as requested in the Tender Specifications.

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;
- a list of at least 2 contracts implemented in the past 3 years of a similar value to the value of this contract (but not less than a value of **200.000 (two hundred thousand) Euro** per year) covering the type of services as requested in this Tender Specifications. The tenderer is requested to specify the following for each contract

Customer name and address

Contact name and telephone number

Contract reference and brief description of service undertaken

Contract value

Name(s) of sub-contractors and/or consortium members and their role

N.B. EBA may contact any of the above companies for a reference. Your permission to do so will be assumed unless you state any objections.

- b) The tenderer must have the authorisations, technical resources and qualified staff necessary to provide services as requested in this Invitation to Tender. In particular the tenderer must:

- Be enrolled in the relevant professional register and possess relevant authorisations to perform national and international travel services as required in the Terms of Reference;
- Be a registered (IATA) travel agent with access to normally obligatory restricted airline and train booking system(s) such as for example the computer reservations system (CRS) AMADEUS, SABRE, GALILEO or AMTRAK to be able to access online (SSIM, ASM's and SSM's) available accessible travel routes, date ranges, fare classes, fare amounts, fare discounts, one way/return fares etc;
- Be adequately staffed (at least four (4) trained technical staff) and be technically equipped (telephone lines, fax and e-mail facilities, dedicated computer connections) for a smooth and efficient performance of the tasks required in these Terms of Reference;
- For the **contract manager** who will be proposed to implement the contract, at least four (4) years of experience in the field of providing national and international travel services, out of which two (2) years as coordinator are necessary; for the travel booking staff member **who will be proposed** to implement the contract, three (3) years of experience in the field of providing national and international travel services are necessary; each staff proposed must have a very good working knowledge of English
- Have in place existing and functioning standardised quality assurance procedures;

Evidence to be provided:

- Copy of document for enrolment in the relevant professional register and copies of authorisations, as prescribed by the laws of the Member State, where the tenderer is established
- Copy of valid IATA license;
- Description of the technical equipment available to the tenderer, booking systems used and other operational facilities, including number of staff (location and full address of headquarters and representative offices).
- The CVs of the staff who will be proposed to implement the contract including professional experience and language abilities.
- Quality assurance certificate(s) or description of quality assurance procedures.

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

Tenders will be first checked for compliance with the mandatory (minimum) requirements mentioned in the Section B.1. Only tenders meeting all the mandatory (minimum) requirements will be considered for further technical evaluation against specific criteria.

The technical evaluation will be carried out by establishing an overall technical score for each tender, which takes into account the individual scores for the following specific criteria:

Specific Criteria	Maximum obtainable points
<p>Quality of the contract implementation proposal, assessed on the basis of the following sub-criteria:</p> <ul style="list-style-type: none">- How the contract implementation will be organised in order to guarantee efficiency and quality of the provision of services to EBA, in accordance with the requirements listed in Section B.1? (max. 10 points)- Ability to proactively provide solutions to optimize travel time and improve cost efficiency (please provide at least one example) (max. 10 points)- Broad selection of hotels across EU member states together and availability of lists of preferred hotels (max. 5 points);- Ability to provide special hotel rates to EBA (max. 5 points)	30
<p>Service Levels, assessed on the basis of the following sub-criteria:</p> <ul style="list-style-type: none">- Response times (providing quotes, issuing and delivering tickets, booking accommodation) (max. 10 points)- Alert systems for travel disruptions and contingency plans (max. 5 points);- Emergency Assistance / Hotline support (max. 5 points)- Services provided outside the normal working hours (out-of-hours), as well as during weekends and holidays (max. 5 points)	30

- Reporting/statistics provided (max. 5 points)	
Contract implementation team	
- Team size and composition and balance of skills mix of proposed team: profiles team roles and responsibilities of team members, including resource back-up	30
Quality and appropriateness of proposal for selected itineraries and related accommodation proposals (see Section B.3. The content of the technical proposal), assessed on the basis of the following sub-criteria:	
- Appropriateness and quality of the proposed itineraries in relation to price, trip duration and airport waiting time (max. 5 points)	10
- Appropriateness of the proposed accommodation in relation to price, hotel category and proximity to meeting venue. (max. 5 points)	
TOTAL	100

Total technical score

The total technical score for each tender will be calculated as the sum of the individual scores for the specific criteria.

Thresholds

In order to guarantee for a minimum threshold of quality, tenders that do not reach a minimum score of 60% for each criterion of the technical evaluation will be considered of insufficient quality and will be eliminated from further evaluation.

In addition, tenders that do not reach a minimum of 70% of the possible overall score for the technical evaluation will be considered of insufficient quality and will be eliminated from further evaluation (70 points minimum, out of the overall total of 100 points).

B.7.2. FINANCIAL EVALUATION

The financial evaluation will be made on the basis of the **total annual cost of all transaction fees to EBA (price of the offer)**, calculated on the basis of the cost simulation scenario provided in Annex III – Financial Proposal Form. The cost simulation scenario follows the current and forecasted spending patterns of EBA on travel arrangement services.

The tender providing 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.

B.7.3. AWARD OF THE CONTRACT

The contract will be awarded to the most economically advantageous tender, which will be established by weighing technical quality against price on a **50/50 basis**.

The final score will be calculated using the following formula:

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

The tender obtaining the highest final score will be deemed to be the most economically advantageous tender.

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for clarifications	12 June 2012	The modalities for sending requests for clarifications are specified in Section C.5.
Deadline for dispatching tenders	12:00hrs (noon) BST on 27 June 2012	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 28 June 2012	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	14:30hrs BST on 4 July 2012	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
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(*) **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 without reservations;
 - 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 (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 (see **Annex X**)

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 Proposal Form (**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 Financial Proposal Form (see **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 model 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 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/2012/019/OPS/SER/OP

Tender Title: Provision of Travel Arrangement Services

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:

Michelle Humphries
European Banking Authority (EBA)
Procurement Procedure – Reference: EBA/2012/019/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 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 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/2012/019/OPS/SER/OP

**Tower 42 (Level 20),
25 Old Broad Street,
London EC2N 1HQ
UK**

E-mail: michelle.humphries@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 coordinate 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 in **original only**:

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.

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 I – MODEL FRAMEWORK SERVICE CONTRACT

ANNEX II – TECHNICAL PROPOSAL FORM

ANNEX III – FINANCIAL PROPOSAL FORM

ANNEX IV – DECLARATION BY THE TENDERER

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 – EBA MISSION GUIDE