

## **ANNEX A**

**F/SE/10/05**

### **Provision of Building Inspection, Maintenance, Repair and Alteration Services**

### **TENDER SPECIFICATIONS**

## **1 Title of the Framework Contract**

“Provision of Building Inspection, Maintenance, Repair and Alteration Services”

Contract notice 2010/S 189-287826, published on 29/09/2010.

## **2 Purpose and context of the Framework Contract**

The purpose of this invitation to tender is to conclude Framework Contracts for the provision of building inspection, maintenance, repair and alteration services at the European Union Agency for Fundamental Rights (hereinafter “the Contracting Authority”) premises in Vienna, Austria. The tender is divided into two Lots:

### For Lot 1:

The purpose is to award a minimum of three (3) and a maximum of five (5) framework contracts, in cascading and descending order, for the provision of the services of Lot 1 as specified in Annex A.1 Technical Specifications, provided that there is a sufficient number of economic operators that satisfy the selection criteria or a sufficient number of admissible tenders which meet the award criteria.

### For Lot 2:

The purpose is to award a minimum of three (3) framework contracts with re-opening competition, for the provision of the services of Lot 2 as specified in Annex A.1 Technical Specifications, provided that there is a sufficient number of economic operators that satisfy the selection criteria or a sufficient number of admissible tenders which meet the award criteria. The multiple framework contracts will take the form of contracts which are separate but concluded on identical terms with each of the successful tenderers.

Framework contracts involve no direct commitment and, in particular, do not constitute orders *per se*. Instead, they lay down the legal, financial, technical and administrative provisions governing the relations between the Contracting Authority and the contractor during the period of its validity. Specific contracts or Order Forms will be issued throughout the validity of the Framework contract for each of the two lots. Such specific contracts or orders will be attached to the Framework Contract. The draft Framework Contract (Annex B) specifies the basic conditions applicable to any assignment placed under its terms. Signature of a Framework Contract does not oblige the Contracting Authority to place an assignment. The Framework Contract does not preclude the Contracting Authority from assigning tasks in the areas set out above to the other Contractors or from having these tasks carried out by Contracting Authority's staff.

## **3 Subject of Framework Contract**

The subject of the contract is the provision of building inspection, maintenance, repair and alteration services at the premises of the Contracting Authority in Vienna. The provision of the requested services is divided into two Lots:



Lot 1: Building Inspection, Maintenance and Repair Services – (Type: FWC in Cascade)

Lot 2: Building Alteration Services (Type: FWC with Re-opening competition)

Tenderers can bid for one or for both Lots. However, a separate tender must be submitted for each lot, and each tender must cover all the tasks in the lot to which it refers. Submission of a tender for only some of the tasks in a lot is not allowed and will lead to the exclusion of the tender.

#### **4 Technical Specifications**

The tenderer must present an offer, according to Annex A.1 Technical Specifications and Article 25 of these Tender Specifications.

#### **5 Starting of the Framework Contract and duration**

The Framework Contract(s) per Lot resulting from the present call for tenders shall enter into force the date on which it is signed by the last contracting party.

The Framework Contract(s) per Lot will have an initial duration of one (1) year as from the date of signature, and may be renewed up to three (3) times for an additional period of one (1) year each time. The Contract shall be renewed automatically under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3 of the Framework Contract (Annex B). Renewal does not imply any modification or deferment of existing obligations.

The duration of the Framework Contract(s) per Lot shall not exceed four (4) years.

Implementation of the Framework Contract(s) per Lot may not start before the date on which the contract enters into force.

#### **6 Participation in the tendering procedure**

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Communities in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.



## **7 Consortia or Group of service providers**

Joint tenders submitted by several economic operators (a consortium or a group of companies) are allowed. In such cases, one of the members must be designated as the group leader or group manager. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium or grouping must provide the required evidence for the exclusion and selection criteria (see section 18 of these Tender Specifications). Concerning the selection criteria 'technical and professional capacity' the evidence provided by each member of the consortium or grouping will be checked to ensure that the consortium or grouping as a whole fulfils the criteria.

## **8 Visits to premises or briefing**

Visits to the premises of the Contracting Authority at the address below are possible on the following dates:

11/10/2010 and 18/10/2010 between 9:00hrs to 12:00hrs.

Contracting Authority's address:

European Union Agency for Fundamental Rights  
Schwarzenbergplatz 11  
Vienna 1040 – Austria

Fax: +43 (0)1 580 30 91 ; e-mail: [procurement@fra.europa.eu](mailto:procurement@fra.europa.eu)

An authorised representative of each tenderer may request to visit the premises on the dates mentioned above by sending a fax or an email to the fax number and/or email address given above at least 48 hours in advance. This notification must be signed by an authorised person of the tenderer and specify the name of the person that will visit the Contracting Authority's premises on behalf of the tenderer.

## **9 Volume of the Framework Contract**

The maximum volume of the Framework Contract is estimated at 400.000,00 EUR (four hundred thousand) for the two (2) Lots, over four (4) years, excluding VAT.

Lot 1, maximum estimated volume: 150.000,00 EUR (one hundred fifty thousand)

Lot 2, maximum estimated volume: 250.000,00 EUR (two hundred fifty thousand)

Depending on the budget availability and the needs of the Contracting Authority, this amount could be increased up to 50%.

## **10 General terms and conditions for the submission of tenders**

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes and the technical specifications) and waives all other terms of business.



Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract.

Once the Contracting Authority has accepted the tender, it shall become the property of the Contracting Authority and the Contracting Authority shall treat it confidentially.

The Contracting Authority shall not reimburse expenses incurred in preparing and submitting tenders.

#### **11 No obligation to award the contract**

The tendering procedure shall not involve the Contracting Authority in any obligation to award the contract.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Contracting Authority decides not to award the contract.

#### **12 Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages.

#### **13 Variants**

Variants are not accepted.

#### **14 Place of performance**

The place of performance of the tasks shall be the Contracting Authority's premises or any other place indicated in the tender.

#### **15 Prices**

Prices shall be expressed in euro.

According to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Communities are exempt from all charges, taxes and dues, including value added tax; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

The price tendered must be all-inclusive and expressed in euros. For tenderers in countries which do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.



Costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

Prices (including unit prices) shall be fixed and not subject to revision during the first year of performance of the Framework Contract.

From the beginning of the second year of performance of the Contract, each price may be revised upwards or downwards each year in accordance with Article 1.3 of the Framework Contract in Annex B.

## **16 Subcontracting**

Any intention to subcontract part of the contract must be clearly stated in the tender. Tenderers must indicate the maximum percentage of the contract they intend to subcontract and the identity of the partners they intend to work with, and clearly state the nature of their links to those partners.

Where, in a bid, the amount of subcontracting exceeds 20% of the contract, the subcontractor(s) must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria and selection criteria referred to in points 18.1 and 18.2 below as well. Where subcontracting represents less than 20% of the contract, subcontractors shall not be required to provide documents on their financial and economic capacity.

The bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in article 10 above, in particular article 2.17 of the standard Framework Contract.

Tenderers must inform the subcontractor(s) and include in their subcontracting documents that Article 2.17 of the standard Framework Contract (Annex B) may be applied to sub-contractors.

Once the contract has been signed, Article 2.13 of the above-mentioned Framework Contract shall govern the subcontracting.

## **17 Date and place of opening of the tenders**

Tenders will be opened at 11:00 on 15/11/2010 at the following location:

Contracting Authority's address: European Union Agency for Fundamental Rights Schwarzenbergplatz 11 Vienna 1040 - Austria
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An authorised representative of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending a fax



or e-mail at least 48 hours in advance to the fax or e-mail given under article 21. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

## **18 Evaluation of the tender**

### **18.1 Exclusion criteria**

Candidates or tenderers shall be excluded from participation in a 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 judgment 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 judgment 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) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- g) are subject to a conflict of interest;
- h) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

The contracting authority shall accept as satisfactory evidence that the tenderer is not in one of the situations described:





18.1.1 for (a), (b), (c), (d), (e) and (f) above, a declaration on the tenderer's honour, duly signed and dated, stating that they are not in anyone of the situations listed. (Annex C.2.1 of the Standard Submission Form - SSF);

18.1.2 for (g) and (h) above, a declaration on the tenderer's honour, duly signed and dated, stating that they are not in anyone of the situations listed. (Annex C.2.2 of the SSF);

**Furthermore, the tenderer to whom the contract is to be awarded shall provide, within fifteen (15) calendar days and preceding the signature of the contract, evidence related to paragraph 18.1.1.**

**The contracting authority shall accept as satisfactory evidence that the tenderer is not in one of the situations described:**

18.1.3 for (a), (b) and (e) above, recent extract(s) from the judicial record or, failing that an equivalent document(s) recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

18.1.4 for (d) above, a recent certificate issued by the competent authority of the State concerned.

**Where the document or certificate referred to in article 18.1.1 and 18.1.2 is not issued in the country concerned and for the other cases of exclusion, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.**

**The contracting authority waives the obligation of a tenderer to submit the documentary evidence referred to in the paragraph above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the documents are not more than one year old starting from their issuing date and that they are still valid.**

## 18.2 Selection criteria

Tenderers will be selected if they can prove that they have sufficient economic and financial capacity, on the one hand, and sufficient technical and professional capacity, on the other hand.

### 18.2.1 Economic and financial capacity (for each Lot)

Proof of economic and financial capacity shall be furnished by the following documents:

- a) A statement of the annual overall turnover for the last two (2) financial years. The minimum average annual overall turnover of the tenderer (of a single company or of the consortium as a whole) for the last two (2) financial years for which accounts have been closed shall be of **€150.000,00** (Annex C.5.1). In case of a





consortium, the annual average overall turnover for each of the partners shall be presented. The sum of the annual average overall turnovers of each partner will be taken into account to reach the minimum average annual turnover of **€150.000,00**.

- b) Copy of the balance sheets or extracts from balance sheets for at least the last two (2) financial years for which accounts have been closed shall be presented where publication of the accounts is required under the company law of the country in which the economic operator is established (Annex C.5.2). In case of a consortium, each consortium member shall present their own balance sheets or extracts from balance sheets.

It is necessary that the extracts from balance sheets to be dated, signed and stamped by the representatives of the tenderer.

If the tenderer is not obliged to publish its accounts under the law of the state in which it is established, a copy of audited accounts for the last two (2) financial years should be presented (Annex C.5.2 of SSF). In case of a consortium, audited accounts for each consortium partner shall be presented.

If for some exceptional reason which the Contracting Authority considers justified, the tenderer is unable to provide the documentary evidence requested above, he may prove his economic and financial capacity by any other means which the Contracting Authority considers appropriate.

#### 18.2.2 Technical and professional capacity (for each Lot)

Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract under each Lot. Evidence of the technical and professional capacity of economic operators shall be furnished on the basis of the following documents:

- a) Proof of enrolment in the relevant professional register, as prescribed by the laws of the Member State where the tenderer is established (Annex C.6.1 of SSF)
- b) Evidence of at least three (3) contracts performed in the last five (5) years similar to the scope of the Lot for which the tenderer is submitting a bid, with sums, dates, contracting entity and place of performance. The evidence shall take the form of certificates of satisfactory performance of the services or execution of the works (Annex C.6.2 of SSF)
- c) Evidence of the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the persons responsible for providing the services or carrying out the works (Annex C.6.3 of SSF). The tenderer is requested to include CVs for the following profiles, per Lot:



<b>Profiles</b>	<b>Lot 1</b>	<b>Lot 2</b>
Supervisor	X	X
Electrician	X	X
Plumber	X	X
Carpenter	X	X
Builder	X	X

Each profile proposed should have, as a minimum, the following professional qualifications:

- 2 years of professional experience in the fields for which they are proposed and
- a certificate issued by a competent authority certifying their competency in undertaking the services/works for which they are proposed.

Tenderers can propose the same CV per profile for both Lots.

- d) A description of the measures employed to ensure the quality control of the services and works to be provided (Annex C.6.4 of SSF).
- e) An indication of the proportion of the contract which the services provider may intend to subcontract (Annex C.1.3 of SSF).

### 18.3 Technical Evaluation – Award Criteria

The tenderers must present a technical offer (Annex C.4 of the SSF), according to the Technical Specifications.

The technical offer must be written with a 'lay person' in mind. The style and presentation must, as far as is possible, be simple and clear, and free of jargon that obscures rather than promotes meaning to readers unfamiliar with it.

Tenders will be evaluated on the basis of the following award criteria:



For Lot 1:

Description of criteria	Mark	Weighting in % (= maximum points to be awarded)
Description of the activities to undertake the tasks	0-100	50
Approach for the reporting of inspection results	0-100	30
Time plan (schedule) for the activities	0-100	20
<b>Minimum points to be reached for the overall score</b>	60	

For Lot 2:

Description of criteria	Mark	Weighting in % (= maximum points to be awarded)
Summary describing the tenderer's understanding of the needs of the Contracting Authority	0-100	40
Description of the activities and provision of a work plan	0-100	40
Description of the team including the profiles to be used	0-100	20
<b>Minimum points to be reached for the overall score</b>	60	

The maximum final score a tender can reach per Lot are 100 points. Tenders scoring less than 60.00% in the overall points total or less than 50.00% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

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

Only tenders scoring 60 points or more (of a maximum of 100) against the total technical award criteria will be considered technically acceptable and will have their financial proposal evaluated.



#### 18.4 Financial evaluation

Tenderers are required to fill in Annex C.3 – Financial Offer of the SSF. The total price included by the tenderer in Annex C.3 will be used to determine the tender which offers the best value for money, and shall include all the tasks listed in Annex C.3.

The financial offer is only intended to provide a fair, non-discriminatory basis for evaluation purposes. Consequently, cannot under any circumstances be considered to constitute a commitment on the part of the contracting Authority to conclude specific contracts for the related services and quantities, and cannot give rise to any right of legitimate expectation on the part of the contractor.

For Lot 1, the prices for the Building Inspection, Maintenance and Repair services to be included in Annex C.3 are fixed and will be applicable to the services requested by means of specific contracts or orders. They include all fees and project related costs (project management, quality control, back-up resources, etc) directly or indirectly connected with the provision of the services.

The tenderer is also requested in Annex C.3 to include the rate per hour for each of the profiles mentioned under 18.2.2.c. These unit prices are binding, and will be applicable to the services requested by means of specific contracts and orders. They include all travel expenses for travelling from the tenderer's place of business to the Contracting Authority premises in Vienna and from the Contracting Authority premises in Vienna to the tenderer's place of business.

For Lot 2, the prices of the Building Alteration services to be included in Annex C.3 are indicative and intended to provide a fair, non-discriminatory basis for comparing financial offers. They shall include all fees and project related costs (project management, quality control, back-up resources, etc) directly or indirectly connected with the provision of the services.

The tenderer is also requested in Annex C.3 to include the rate per hour for each of the profiles mentioned under 18.2.2.c. These unit prices are binding, and will be applicable when actual services are requested by the Contracting Authority by means of a re-opening of competition. They include all travel expenses for travelling from the tenderer's place of business to the Contracting Authority premises in Vienna and from the Contracting Authority premises in Vienna to the tenderer's place of business.

The financial evaluation will be carried out in accordance with the following weightings:

##### Lot 1:

The total price for the inspection services as included in Annex C.3 will have a weight of 30%. Each inspection service will be weighted equally.



The hourly rates as included in Annex C.3 will have a total weight of 70%. The hourly rates per profile will be evaluated in accordance to the following weightings:

Hourly rate per profile in Euro(*)		
Profile	Price per hour	Weighting (in %)
Supervisor		5
Electrician		35
Plumber		35
Carpenter		15
Builder		10

(\*) A working day has 7.5 hrs

#### Lot 2:

The total price for the building alteration services as included in Annex C.3 will have a weight of 30%. Each alteration service will be weighted equally.

The hourly rates as included in Annex C.3 will have a total weight of 70%. The daily rates per profile will be evaluated in accordance to the following weightings:

Hourly rate per profile in Euro(*)		
Profile	Price per hour	Weighting (in %)
Supervisor		10
Electrician		25
Plumber		20
Carpenter		20
Builder		25

(\*) A working day has 7.5 hrs

## **19 Awarding**

The overall financial offer will be taken into account for awarding the Framework Contracts to the most economical advantageous tender (best value for money) on the basis of the quality and the price. The ranking of tenders in order to determine their relative value for money will be based on the quality/price ratio (70% / 30%) of each tender, calculated as follows:



Final Score for tender X	=	$\frac{\text{Lowest financial offer}^{(*)}}{\text{Financial offer of the tender X}^{(**)}}$	*	100	*	Price weighting 30 %	+	Total quality score (out of 100) for all criteria of tender X	*	Quality criteria weighting 70 %
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(\*) Number of points of the tender obtaining fewer points in the financial evaluation

(\*\*) Number of points obtained by the tender in the financial evaluation

For Lot 1, following an assessment of the successful tenderers on the basis of the quality/price ratio mentioned above, the Contracting Authority may draw up a list of at least (3) and maximum five (5) contractors to be invited “in cascading” for the specific contracts, provided that there is a sufficient number of economic operators that satisfy the selection criteria or a sufficient number of admissible tenders which meet the award criteria.

For Lot 2, following the assessment of the successful tenderers on the basis of the quality/price ratio mentioned above, the Contracting Authority will draw a list of at least three (3) suitable contractors to be invited after re-opening of competition when the time comes to place an order.

### **Award criteria after re-opening of competition (Lot 2)**

For the purposes of the specific contracts, the following technical weighting will be applied after re-opening competition:

I. Description of the activities needed to undertake the tasks and provision of the workplan: Weighting 60%

II. Time schedule for the proposed activities listing the profiles per work plan activity: Weighting 40 %

The contract will be awarded to the tender that offers the best value for money on the basis of the quality and the price in accordance with the following formula:

Score for tender X	=	$\frac{\text{Lowest price}}{\text{Price of tender X}}$	*	quality score (out of 100) for all criteria of tender X
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## **20 Information for tenderers**

The Contracting Authority will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the Contracting Authority will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible



tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

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

## **21 Contacts between the tenderer and the Contracting Authority**

In principle, no contact is permitted between the Contracting Authority and the tenderers during the contract award procedure.

However, in exceptional circumstances contact may be made on the tenderers' initiative before the final date for the receipt of bids, in order (and only for this reason) to clarify the nature of the contract.

Such requests for further information may be made to the address below by fax or e-mail.

European Union Agency for Fundamental Rights Invitation to tender No: F/SE/10/05 Administration Schwarzenbergplatz 11 Vienna 1040 – Austria Fax: +43 (0)1 580 30 91 ; e-mail: <a href="mailto:procurement@fra.europa.eu">procurement@fra.europa.eu</a>
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Insofar as it has been requested in good time, the additional information will be sent simultaneously to all economic operators who requested specifications or showed interest in submitting a bid no later than six calendar days before the deadline for the receipt of bids or, in the case of requests for information received less than eight calendar days before the deadline for the receipt of bids, as soon as possible after the request for information has been received.

The answers to the requests for additional information can also be found at the following Internet address: <http://www.fra.europa.eu>

Similarly, contact may in exceptional circumstances be made on the Contracting Authority's initiative:

- a. before the final date for the receipt of bids, in order to inform interested parties of an error, a lack of precision, an omission or any other material shortcoming in the drawing up of the documents of the invitation to tender;
- b. or, after the opening of bids, where a bid requires clarification or in order to correct material errors made in drawing up a bid.

Please note that in any event such contact may not result in a modification of the terms of the bid.





## **22 Terms of payment**

Payments under the Contract shall be made in accordance with Article 1.5 and Article 2.4 of the Framework Contract in Annex B. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

For amounts in the initial specific contract below 25,000 EUR, the invoicing procedure for the services will be 100% on completion of the work, once accepted by the Contracting Authority.

For amounts in the initial specific contract between 25,000 EUR and 60,000 EUR, the invoicing procedure for the services will be:

- 30% pre-financing, and
- 70% on completion of the work, once accepted by the Contracting Authority.

For amounts in the initial specific contract over 60,000 EUR, the invoicing procedure for the services will be:

- 30% pre-financing
- 40% interim payment, and
- 30% on completion of the work, once accepted by the Contracting Authority.

The invoicing procedure for extended specific contracts will be 100% on completion of the work, once accepted by the Contracting Authority.

## **23 Contractual terms and guarantees**

A pre-financing guarantee for the total amount of pre-financing payment for pre-financing in excess of 150,000.00 will be required, if applicable.

## **24 Data protection**

Processing your reply to the invitation to tender will involve the recording and processing of personal data (such as your name, address and CV). Such data will be processed pursuant to Regulation (EC) No 45/2001 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. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Contracting Authority. You are entitled to obtain access to your personal data on request and to rectify any such data that is inaccurate or incomplete. If you have any queries concerning the processing of your personal data, you may address them to the Contracting Authority's Data Protection



Officer. You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data.

## **25 Structure of the tender**

All tenders must be presented as follows:

### **25.1 Administrative details (Annex C.7 of SSF)**

- a) Where a tender involves several service providers, they may choose between:
  - making a joint bid, in which case all the providers must be considered as tenderers and, if theirs is the successful bid, as contractors (in this case, one of the tenderers must be put forward as coordinator to manage the contract) (Annex C.1.1 or C.1.2 of SSF);
  - or
  - making a bid in the name of only one tenderer, who is then the sole contractor if the bid is successful, the other service providers being considered as subcontractors (see article 16 of the tender specifications) (Annex C.1.3 of SSF).

Whichever type of bid is chosen (joint bid or bid in the name of one tenderer), the tenderer(s) must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

- b) To identify himself the tenderer must fill in the two forms attached as Annex C.1.4 and C.1.5 of SSF:
  - The Legal Entity File, to be signed by a representative of the tenderer authorised to sign contracts with third parties. There is one form for individuals, one for private entities and one for public entities. A standard form is provided in Annex C.1.4 of SSF.
  - a bank identification form filled in and signed by an authorised representative of the tenderer and his or her banker. A standard form is provided in Annex C.1.5 of SSF.

The Legal Entity File must be supported by the following documents relating to each tenderer in order to show its name, address and official registration number:

#### **For private entities:**

- A legible copy of the instrument of incorporation or constitution, and a copy of the statutes, if they are contained in a separate instrument, or a copy of the notices of such constitution or incorporation published in the national or other official journal, if the legislation which applies to the tenderer requires such publication.



- If the instruments mentioned in the above paragraph have been amended, a legible copy of the most recent amendment to the instruments mentioned in the previous indent, including that involving any transfer of the registered office of the legal entity, or a copy of the notice published in the relevant national or other official journal of such amendment, if the legislation which applies to the tenderer requires such publication.
- If the instruments mentioned in the first paragraph have not been amended since incorporation and the tenderer's registered office has not been transferred since then, a written confirmation, signed by an authorised representative of the tenderer, that there has been no such amendment or transfer.
- A legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication.
- If the above documents do not show the registration number, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

**For Individuals:**

- A legible copy of their identity card or passport.
- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

**For Public Entities:**

- A copy of the resolution decree, law, decree or decision or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity.

**All tenderers must provide their Legal Entities File as well as the evidence mentioned above.**

**Subcontractors are only obliged to provide the legal entity file, without the above mentioned evidence.**



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

**25.2 Application of exclusion criteria and exclusion of tenderers (Annex C.2.1 of SSF)**

To demonstrate there are no grounds for disqualification on the basis of the exclusion criteria, tenderer to whom the contract is to be awarded shall provide, within fifteen (15) calendar days and preceding the signature of the contract, the evidence listed in article 18.1 – Exclusion criteria of the Tender Specifications. Only when such evidence is not available, under the circumstances described in article 18.1 – Exclusion criteria of the tender specifications, can the standard form (Annex C.2.1 of SSF) replace such evidence if it is filled in and signed in front of one of the third parties described in article 18.1 – Exclusion criteria of the tender specifications.

**Administrative and financial penalties**

By returning the form in Annex C.2.1 of SSF, duly signed, tenderers confirm that they have been notified of the following points.

Administrative or financial penalties may be imposed by the Contracting Authority on tenderers who are in one of the cases of exclusion provided for in Annex A.1 Tender Specifications under article 18.1 after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation (OJ L 248, page 1, of 16 September 2002) and Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation (OJ L 357, page 1, of 31 December 2002). We invite tenderers to read carefully those two articles.

**25.3 Application of selection criteria (selection of tenderers) (Annexes C.4, C.5.1, C.5.2, C.6.1, C.6.2, C.6.3 and C.6.4)**

This part of the tender concerns the criteria and evidence relating to the technical, professional, economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

The proper implementation of the contract requires a multiplicity of skills, capacities and different types of expertise to be combined in the performance of the various tasks and activities.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided, that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.



If several service providers are involved in the bid, each of them must have and show that they have a) the technical and professional capacity to perform the tasks assigned to them in the tender, and b) the required financial and economic capacity.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to be tenderers.

However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their financial and economic capacity.

**Tenderers' attention is drawn to the fact that any total or partial omission of information for which one or more service providers involved in the tender are responsible may lead the Contracting Authority to exclude the tender from the rest of the procedure.**

