



**Procurement procedure EASO/2015/257
Contract notice: OJ 2015/S 069-122688**

Terms of Reference (ToR)

Lot 1 “Provision of interpretation services for EASO events to be held in Malta”

Lot 2 “Provision of interpretation services for EASO events to be held outside Malta (EU Member States and third countries)”

Open procurement procedure to conclude Framework contracts (FWC) with several operators

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1. TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

The European Asylum Support Office (EASO) is an operational regulatory Agency set up by Regulation No 439/2010. EASO's headquarters are in Grand Harbour Valletta, Malta. The mandate of EASO is to strengthen Member States' practical cooperation on asylum, to support Member States whose asylum systems are under particular pressure and to enhance the implementation of the Common European Asylum System (CEAS). The migration and asylum processes are dynamic, multifaceted and constantly evolving and EASO's actions and its coordinating role in exchanging information, best practices and methodologies reflect this.

The administrative and management structure of EASO comprises primarily of the Management Board (MB), the Executive Director and the Staff. Meetings of the MB are convened quarterly in Malta at the EASO Premises. The working languages of the MB are English, French, Spanish, German and Italian.

EASO also has multiple stakeholders to work with, consequently a varying amount of events, conferences, meetings, workshops, seminars and trainings are constantly taking place by the various units/centres within EASO to ensure exchange of good practices, information exchange and common approaches towards asylum.

EASO also enhances tailor made training and professional development for special situations and groups. A coherent relation between the internal and the external dimensions of the EU asylum policy is being reinforced. EASO supports the EU Member States' and third countries' actions on the external dimension of the CEAS by developing its operational support measures in the form of targeted measures to Member States and third countries with certain identified and specific needs related to the implementation of the European Asylum process.

In order to fully achieve all this, it is sometimes essential for EASO to organise practical cooperation events, conferences, expert meetings, specialized workshops, seminars and training sessions on site in Members States and third countries where EASO is providing operational support in order to facilitate the participation of the key stakeholders and beneficiaries.

1.2. DESCRIPTION OF SUBJECT OF THE CONTRACT

The objective of the concluded framework contracts is to provide reliable and high quality Interpreting Services.

The framework contract is divided into Lots:

Lot 1 Provision of interpretation services for EASO events to be held in Malta.

Lot 2 Provision of interpretation services for EASO events to be held outside Malta (EU Member States and third countries)

1.3. REQUIREMENTS FOR INTERPRETING SERVICES

Interpretation may be requested to be provided simultaneously, in any of the EU official languages (**Bulgarian, Croatian, Czech, Danish, Dutch, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovene, Spanish and Swedish**).

It is envisaged that a greater part of the Contract will be requests for the provision of Conference Interpreting Services in French, Spanish, German and Italian.

Interpretation may also be requested in the following languages – **Albanian, Arabic, Armenian, Azerbaijani, Georgian, Russian, Serbian, Turkish and Ukrainian.**

The relay language to be used shall always be **English.**

It is foreseen that the requests for service indicatively will be as follows:

<i>Countries in which EASO Events and Meetings will take place</i>	<i>Languages required for Interpretation (English is always the Relay Language)</i>
Lot 1 – EASO premises located in MTC Block A, Winemakers Wharf, Grand Harbour Valletta, MRS 1917, Malta	EU Official Languages, Albanian, Arabic, Armenian, Azerbaijani, Georgian, Russian, Serbian, Turkish, Ukrainian
Lot 2 – 28 EU Member States (excluding Malta) Iceland, Liechtenstein, Norway, Switzerland	EU Official Languages, Albanian, Arabic, Armenian, Azerbaijani, Georgian, Russian, Turkish, Ukrainian
Lot 2 – Algeria, Egypt, Jordan, Lebanon, Libya, Morocco, Tunisia	French, Arabic
Lot 2 – Turkey	Albanian, Armenian, Azerbaijani, Croatian, Georgian, French, Russian, Serbian, Turkish, Ukrainian
Lot 2 – Albania, Bosnia and Herzegovina, the Former Yugoslav Republic of Macedonia, Kosovo, Montenegro, Serbia	Albanian, Croatian, French, Russian, Serbian, Turkish, Ukrainian

Interpreters will mostly work in teams of two per output language.

When applicable and/or possible, the EASO Events and Meetings Coordinator will provide the Contractor with all background documents together with the final agenda to be used during the Meetings no later than 48 hours before the beginning of each event. This will ensure that the interpreters are well versed with the topic and terminology of the conference ahead of time.

EASO will ensure that adequate infrastructure for the interpretation services such as the booths, audio-visual and amplification equipment, when necessary and/or possible, is provided.

Interpreters will agree to have the proceedings of the event recorded if it is so decided by EASO.

Interpreters will be invited to partake in any coffee breaks and lunches (not as working time) as offered to the delegates attending the meetings and events, taking care that at no time is there a disruption in the service provided.

Should EASO at any time be unsatisfied with the performance and/or behaviour of any Interpreter, the Contractor is obliged to provide a suitable replacement for the next event.

The Contractor must assess the language, interpreting and subject matter requirements of the meeting or event commissioned, before choosing the right interpreters for the job, to offer a tailor-made solution to the request for services. The Contractor will take responsibility for the quality of the interpreters selected and for the work they perform.

The Contractor is therefore responsible for verifying the professional and academic qualifications and relevant experience of the proposed interpreters engaged to provide the service for these

events, as per point 1.4 of the ToR. Besides their language skills, their professionalism and their working ethics must also be considered. The Contractor must engage interpreters who work well in teams and get along with each other and help each other.

The Contractor is responsible to ensure business continuity in all situations.

The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the Contract. The Contractor shall continue to be bound by this undertaking even after completion of the tasks.

The Contractor is responsible for ensuring timely travel arrangements, hotel accommodation and any other requirement for the interpreters while on site to provide the requested services.

1.4. REQUIREMENTS FOR THE RESOURCES

Interpreters shall be in possession of a relevant University degree, be fluent in English and the specific language and possess certificates and/or diplomas in interpreting issued by recognised Institutions. They shall also demonstrate a sound general knowledge and understanding of current affairs.

Interpreters will observe all professional ethics and rules while providing their services, including the respect of confidentiality.

Interpreters must be able to identify closely with the speakers and adopt the speakers' point of view while interpreting and possess the following requirements:

- A broad vocabulary base as well as the ability to express oneself accurately and with ease in a variety of registers in both English and the assigned language,
- An ability to draw on a large number of synonyms, idiomatic expressions, proverbs and quotations,
- An ability to analyse information and construe meaning while intuition to anticipate what the speaker is going to say is essential,
- Speed of reaction and an ability to adapt without delay to speakers, situations and subjects,
- A very high level of concentration required to perform the operations involved in simultaneous interpretation which has to be kept constant,
- Public-speaking skills so that despite working under pressure, the interpreter's delivery must remain smooth and the voice pleasant so as to prevent the listeners' attention from slackening,
- A high degree of intellectual curiosity means that the interpreter will be able to follow the delegates without difficulty, particularly during references to current economic, political or social affairs,
- Tact and diplomacy to deal with difficult situations (misunderstandings, tension) and to know how to behave in relation to the delegates, regardless of their attitude towards the interpreter,
- Knowledge of and previous experience in issues dealing with politics, migration and asylum preferably specialized in asylum and migration terminology.

2 THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

EASO, the Contracting Authority, intends to award a maximum of three (3) framework contracts per Lot, rating them in “cascade” (1, 2, 3) order, 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. Order Forms will be issued throughout the validity of the Framework contract. Such orders will be attached to the Framework Contract. The draft Framework Contract 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 other Contractors.

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The FWCs shall enter into force on the date on which it is signed by the last contracting party.

The contract is expected to be signed in June/July 2015. FWC is to be implemented by concluding specific Order Forms, with reference to the specific event for which interpreting services are requested.

The duration of the FWC is 24 months.

The period may be renewed automatically once for another 24 months.

2.3 ESTIMATE OF THE MAXIMUM BUDGET

The estimated total maximum threshold of the framework contract is EUR 1.000.000 for a maximum period of 4 (four) years, divided between Lots:

- Lot1 – EUR 300.000
- Lot2 – EUR 700.000.

These figures are indicative and represent the maximum possible expenditure. Subject to operational needs and budget availability, EASO reserves the right to increase the total threshold of 20%

2.4 PLACE OF PERFORMANCE

Lot 1 The meetings/events/workshops/seminars/trainings will be held at the EASO premises located in MTC Block A, Winemakers Wharf, Grand Harbour Valletta, MRS 1917, Malta. Under exceptional circumstances, they might be held at alternative venues in the Maltese territory.

Lot 2 The place of performance of the tasks shall be any suitable premises in any of the 28 EU Member States (with the exception of Malta), the four Associate Countries, (Iceland, Liechtenstein, Norway and Switzerland) as well as Albania, Algeria, Bosnia and Herzegovina, Egypt, the Former Yugoslav Republic of Macedonia, Jordan, Kosovo, Lebanon, Libya, Montenegro, Morocco, Serbia, Tunisia and Turkey.

2.5 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.4 & II.15, II.17 of the draft service contract and in the Order Form referred to above.

Payment will be done within 30 days from submission of invoices. The invoices shall have the reference number of the Framework Contract and of the Order Form.

2.6 GUARANTEES

Not applicable

2.7 LIABILITY

Joint Offers

Partners in a joint offer assume joint and several liabilities towards EASO for the performance of the contract as a whole.

Statements saying, for instance:

- that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest, or
- that more than one contract should be signed if the joint offer is successful

are thus incompatible with the principle of joint and several liability. EASO will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

Subcontracting

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards EASO for performance of the contract as a whole. Accordingly:

- EASO will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards EASO on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need EASO's express authorization to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Tenderers must inform the subcontractor(s) names and include in their tender sub-contracting documents (SSF 4 or 5).

Once the contract has been signed, Article II.7 of the above-mentioned contract shall govern the subcontracting.

2.8 DATA PROTECTION

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by EASO's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data should be addressed to EASO's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

2.9 IMPLEMENTATION OF THE CONTRACT

EASO will submit a request for interpretation services (request for services) to the contractor (ranked 1 in "cascade"), with an advance notice of approximately one month before the starting date of the meeting/event/training/conference, by sending an email/fax specifying:

- The dates when Interpretation Services are required and the place of performance
- The total duration of the requested services
- The specific languages into which simultaneous interpretation is required.

The contractor shall confirm to EASO the availability of Interpreters as requested within a maximum of **3 working days**.

The contractor shall submit a financial proposal.

In the event that the contractor 1 is not able to offer to EASO the required services, EASO may assign the task to the contractor 2 (in case of unavailability, to contractor 3).

EASO reserves the right to send out a specific order to another service provider of its choice, independent of the framework contract (see point I.1.2 of draft framework contract).

Order Form (see attached to draft Framework contract)

Once the Order Form is signed by both parties the execution of the services can start.

3 THE TENDER

3.1 PREPARATION AND SUBMISSION OF THE TENDER

Participation in Tendering procedures is open on equal terms to all natural and legal persons from any one of the EU Member States. Being launched by an EU Agency, this procurement procedure is not opened to the countries parties to the agreement on government procurement - GPA.

Tenders must be submitted in accordance with the specific requirements of the Invitation to Tender and, without fail, within the deadlines laid down therein.

This contract is divided into 2 Lots. Tenders may be submitted for one or both.

Late submission will lead to the exclusion of the tender from the procedure. Offers sent by e-mail or by fax will also be non-admissible. Tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during mailing.

The tender must remain valid for a period of **9 months** following the closing date for submission of the tenders. The offer will remain valid for all renewals. Upon renewals of contracts, EASO reserves the right to request updated forms for exclusion and selection criteria. If the situation concerning these requirements has altered, any changes must be immediately reported to EASO.

This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit EASO staff or influence the evaluation committee or its individual members in any way during the tendering process will render his/her tender invalid.

Submission of a tender implies acceptance of all the terms and conditions set out in this ToR, including Standard Submission Forms and annexes, and waives all other terms of business.

Submission of a tender binds the contractor to whom the contract is awarded during the performance of the contract. Once EASO has accepted the tender, it shall become the property of EASO and shall be treated confidentially.

EASO shall not reimburse expenses incurred in preparing and submitting tenders. No compensation may be claimed by tenderers whose tender has not been accepted, including when EASO decides not to award the contract.

The Protocol on the Privileges and Immunities of the European Union shall apply to this invitation to tender.

3.2 OPENING OF THE TENDERS

Tenders are opened by a committee appointed by EASO Authorizing Officer under guarantee of impartiality and confidentiality.

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

- not submitted later than the submission deadline;
- the envelope containing the offer is sealed;
- the offer is signed;
- the offer contains technical and financial proposal;
- the offer is submitted in number of copies required

Tenders will be opened at 10:00 on 29/05/2015 at the following location:

*European Asylum Support Office (EASO)
MTC Block A, Winemakers Wharf,
Grand Harbour Valletta, MRS 1917, Malta*

One authorised representative of each tenderer may attend the opening of the bids as observer. Companies wishing to attend are requested to notify their intention at least 2 working days in advance by a letter of notification to the following e-mail address: contracts@easo.europa.eu.

3.3 CONTACT BETWEEN THE TENDERER AND EASO

In principle, no contact is permitted between EASO and the tenderers during the contract award procedure. However, contacts may exceptionally be permitted – these cases are specified in the Invitation to tender.

Such requests for further information may be made only in writing with the subject indication, « EASO/2015/257» to the following e-mail address: contracts@easo.europa.eu

Provided it has been requested in good time, such additional information will be made accessible simultaneously to all economic operators on the website <http://easo.europa.eu>.

EASO is not bound to reply to requests for additional information made less than five working days before the deadline for receipt of tenders

EASO will inform interested parties of the existence of an error, a lack of precision, an omission or any other type of defect in the documents relating to the invitation to tender by supplying information on the website.

During assessment procedure, EASO may require clarification in connection with a tender, or if obvious clerical errors in the tender must be corrected. In any event, such contact must not lead to any amendment of the terms of the tender

All tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

3.4 PREPARATION OF THE TENDER

General (see also Invitation to tender)

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.); written in one of the official languages of the European Union; include all the information and documents requested by EASO in order to assess the tender; signed by an authorised agent (preferably in blue ink) etc.

Since tenders will be judged on the content of their written bids, these must make it clear that they are able to meet the requirements, set out in this ToR (to be filled in Form 10 of SSF).

Content of the tender

Section One: Administrative proposal

3.4.1 Eligibility documentation

Any tenderer is asked to prove that he is authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

To identify himself the tenderer must fill in the following documents in Standard Submission Forms (SSF):

- **Identification Form (SSF 1);**
- **Legal Entity Form¹** is to be signed by a representative of the tenderer authorised to sign contracts with third parties.
- **Financial identification²** form shall be duly filled in and signed by an authorised representative of the tenderer and his/her banker.

The above forms must be accompanied by the evidence as indicated at the bottom of each form (for private entities: proof of registration, VAT registration, etc.; for individuals: copy of passport, proof of registration/VAT if applicable; for public entities: official document on establishment, etc.).

If the tenderer is not required or permitted to enrol in such a register for reasons of his statute or legal status, an explanation should be provided. Any change in the status, for example its acquisition by or merger with another company must be immediately notified to EASO in writing. If the conditions for performance of the contract are no longer guaranteed as a result of these changes, EASO reserves the right to terminate the contract.

Both joint offers and subcontracting are allowed in response to this call for tenders. Offers may even combine both approaches. In any case, the tender documents must specify very clearly by means of the appropriate forms, detailed in SFF 2-5, whether each company involved in the tender is acting as a partner in a joint offer 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).

Joint Offers

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

In case of a tenderer submitting a joint offer who has already set up a consortium or similar entity for conducting the project in case a contract will be awarded, the tenderer should mention this fact in the tender, together with any other relevant information in this connection.

In case of tenderers submitting a joint offer who have not yet set up a consortium or similar entity, the tenderers should be aware that, in case the tenderers are awarded the contract,

¹ This form is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

² The form is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm.

EASO may require the tenderer to give a formal status to this collaboration before the contract is signed. This can take the form of:

- an entity with legal personality recognized by a Member State; or
- an entity without legal personality but offering sufficient protection of EASO's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **Powers of Attorney (SSF 2, 3)**, depending on the set up that has been chosen by the tenderers.

Subcontracting

If the tenderer envisages subcontracting, the tender must include:

- a **document (SSF 4)** clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent (SSF 5)** by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.18 of the draft service contract.

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the financial identification form.

3.4.2 Eligibility criteria documentation

Tenderers or their representatives shall provide a **Declaration on their honour (SSF 8)**, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;

Where the bid constitutes a joint offer, each entity must provide the form. Where the total amount envisaged for subcontracting is above 50% of the total contract value, the potential subcontractor(s) must also provide the form (as required from the potential contractor). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

By returning the above-mentioned form, duly signed, tenderers confirm their awareness of all requirements of the **Declaration on their honour (SSF 8)**.

3.4.3 Selection criteria documentation

General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and 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.

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.

In case of joint offer or sub-contracting, the tenderer(s) must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

In case of joint offer, or sub-contracting for which the total amount envisaged is above 30% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the tenderer, as described and identified above.

Evidence of the economic and financial capacity of the tenderer(s)

This proof is to be provided by submitting the completed **Financial and Economic Capacity Overview (SSF 11)**, as well as a copy of the tenderer's annual accounts (balance sheet, profit and loss account,) of the last three years, signed by the accountants

- Evidence for selection criterion

Annual turnover exceeding EUR 50.000 for each of the past three years (2012, 2013 and 2014 or 2011 – 12, 2012 – 13, and 2013 – 14).

If, for some exceptional reason which EASO considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which EASO considers appropriate. In any case, EASO must at least be notified of the exceptional reason and its justification in the tender. EASO reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

All tenderers must provide proof of their economic and financial capacity. If several service providers are involved in the bid, each of them, in principle, must have and show that they have the necessary economic and financial capacity to perform the tasks assigned to them in the tender. The same applies to subcontractors whose tasks are equal to or exceed 30% of the contract.

Evidence of the technical and professional capacity of the tenderer(s)

The selection criteria will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by EASO on its technical capacities.

Evidence of the technical and professional capacity must be furnished on the basis of the following documents:

- Evidence for selection criterion

A declaration to have at least 250 days of experience in interpreting during e.g. international conferences together with a list of the most important events during the last three years or organisations for whom the services were provided in the last three years, supported by the related project reference forms (**SSF 12**).

- Evidence for selection criterion

At least **1** fully-detailed CV of staff member/contact person who will be responsible for carrying out the project (reflecting her/his capacity to meet the requirements stated in the ToR (point 1.3).

2 interpreter CVs per specific language, meeting the requirements listed in section 1.4. Each CV should indicate clearly in which language/s each interpreter is proficient and for which language s/he will be engaged, bearing in mind that the relay language will always be English.

- Evidence for selection criterion:

The tenderer shall include into the offer an adequate proof of possessing the necessary authorisation to perform the activities requested in the tender (e.g. Proof of Membership of the Contractor in a professional interpreters' association, licences specific to the performance of the contract, a certificate from the local authorities governing interpretation services so as to assure EASO that the contractor is ready to begin activities in accordance with the relevant legislation)

Section Two: Technical proposal

3.4.4 Technical conformity documentation

Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The technical specifications and the tender of the successful tenderer shall become integral parts of the contract and will constitute annexes to the contract.

Tenderers should elaborate on all points addressed by these specifications in order to prove the technical compliance of their offer to the tender specifications, filling in **SSF 10 Technical Proposal**.

Section Three: Financial proposal

3.4.5 Financial conformity documentation

Tenderers must use the **financial proposal form (SSF 9, with attached Excel tables)** to formulate their financial proposal.

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to EASO by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT;
- Reimbursable expenses for any travel, accommodation and living expenses (per diem) are not foreseen and must therefore be included in the Net Prices submitted in the Financial Proposal.

The reference price for the award of the contract shall consist in the total weighted price according to the financial awarding weighting table(s).

4. THE ASSESSMENT PROCEDURE

The evaluation procedure is confidential and deliberations are held in closed sessions of the evaluation committee whose conclusions are collective. The members of Evaluation committee are bound to secrecy.

4.1. EVALUATION STEPS

Stage 1 - Application of eligibility and exclusion criteria to tenderer

The aim is to check whether tenderers are eligible to take part in the tendering procedure.

The eligibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 3.4.1 and 3.4.2.

If a member of a consortium is subject to exclusion, the rest of the consortium will be excluded. If a subcontractor is subject to exclusion, the tender shall be excluded.

Here to be noted that exclusion criteria from participation and exclusion criteria from award are valid through the whole duration of the award procedure.

Stage 2 - Application of selection criteria to tenderer

The aim is to check the technical and professional capacity and economic and financial capacity of each tenderer, who has passed the exclusion stage, to perform the contract.

The capacity of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 3.4.3 Selection criteria.

Stage 3 – Application of award criteria to tender

Only the tenders of those tenderers, who met the requirement of the eligibility, exclusion and selection criteria, will be further evaluated. The aim is to establish a ranking list in order of merit for each Lot.

1. Since tenders will be judged on the content of their written bids, these must make it clear that they are able to meet the requirements of the specifications (**SSF 10**). Non complying tenders will be rejected.
2. The contract will be awarded to the tender presenting the lowest-price provided that it is conform to the technical specifications of this tender.

For the purpose of the evaluation only the **SSF9** with relevant Excel table “Financial awarding weighting table” will be used for the weighting of the prices.

The weightings are based on the estimated usage of the services for one EASO event. Quantities are only indicative and not binding in any way on the Contracting Authority. Contrary, provided unit prices constitute the financial basis of the whole Framework Contract.

The Price Award criterion will be assessed on the basis of the Total NET weighted Price.

4.2. AWARD OF CONTRACT

Information to tenderers

EASO 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 cancel the procedure (see point 12 of the Invitation to tender).

Upon respective written requests made by the tenderers, EASO will inform all rejected tenderers of the reasons for their rejection, and all tenderers who submitted an admissible tender, of the characteristics and relative advantages of the tender selected for the contract award 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.

Standstill period

EASO shall not sign the contract or framework contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

Where a fax or electronic means are used for the dispatch of the notification letters, the standstill period shall be 10 calendar days.

No obligation to award the contract

The tendering procedure shall not involve the Contracting Authority in any obligation to award the contract. EASO may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

In the event of cancellation of the tender procedure, tenderers will be notified. In no event shall the Institute be liable for any damages in any way connected with the cancellation.

Evidence by contractor

During the standstill period, EASO will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in art.143 RAP and Articles 106 and 107 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, EASO reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration of honour:

- 1 EASO shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 106 of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- 2 EASO shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 106 of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- 3 Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the

Financial Regulation, 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.

- 4 Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever EASO requests it.
- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, EASO may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
- 6 EASO may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it 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 tenderer shall declare on his honour that the documentary evidence has already been provided to EASO in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow EASO services to check this evidence.

Annexes to the ToR:

- Standard Submission Forms
- Draft Framework Contract