



**Procurement procedure EASO/2015/271  
Contract notice: OJ 2015/S 137-251414**

**Terms of Reference (ToR)**

**Lot 1 “Provision of event organisation services for EASO events to be held in Malta”**

**Lot 2 “Provision of event organisation services for EASO events to be held in Belgium”**

**Lot 3 “Provision of event organisation services for EASO events to be held in the EU Member States (excluding Malta and Belgium), Iceland, Liechtenstein, Norway and Switzerland”**

**Lot 4 “Provision of event organisation services for EASO events to be held in Albania, Bosnia and Herzegovina, the Former Yugoslav Republic of Macedonia, Kosovo, Montenegro and Serbia”**

**Lot 5 “Provision of event organisation services for EASO events to be held in Turkey”**

**Lot 6 “Provision of event organisation services for EASO events to be held in Algeria, Egypt, Jordan, Lebanon, Libya, Morocco and Tunisia”**

**Open procurement procedure to conclude a Framework Contract in cascade up to 3 contractors (for each LOT)**

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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.

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.

Most of EASO's Meetings and Events are held at the EASO's Premises in Malta but it is sometimes necessary, such as when the requirements exceed the available resources, to hold events in alternative venues in Malta. In order to fully fulfil EASO's mandate, it is sometimes also essential 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 contract(s) is to provide reliable and high quality Event Organisation Services including related services such as accommodation and transportation services for participants in any of EASO Events.

Participants may be: EASO staff members, SNEs, stakeholders, external experts, consultants, trainers and trainees.

The framework contract is divided into Lots:

Lot 1 – Provision of event organisation services for EASO events to be held in Malta;

Lot 2 – Provision of event organisation services for EASO events to be held in Belgium, mainly in the Brussels Capital Region;

Lot 3 – Provision of event organisation services for EASO events to be held in the EU Member States (excluding Malta and Belgium), Iceland, Liechtenstein, Norway and Switzerland;

Lot 4 – Provision of event organisation services for EASO events to be held in Albania, Bosnia and Herzegovina, the Former Yugoslav Republic of Macedonia, Kosovo, Montenegro and Serbia;

Lot 5 – Provision of event organisation services for EASO events to be held in Turkey;

Lot 6 – Provision of event organisation services for EASO events to be held in Algeria, Egypt, Jordan, Lebanon, Libya, Morocco and Tunisia.

EASO intends to award a framework contract for each of the six (6) Lots, in cascade with up to 3 contractors, for the provision of all the services as specified in the Tender Specifications, provided that there is a sufficient number of admissible tenders which meet the award criteria.

The foreseen volume of requested services predicted during the length of the contracts may be seen from the figures of the maximum possible expenditure per Lot as indicated in Section 2.3 of these Terms of Reference.

### 1.3. REQUIREMENTS FOR EVENT ORGANISATION SERVICES

#### For LOT 1 (Events in Malta):

The objective of the Tender is to provide Conference Facilities and related services mainly in the Valletta/Floriana and St Julians/Sliema areas in Malta, for any EASO event, namely:

- to provide a high quality **conference venue**, including at least 2 halls which may be used for the Plenary Sessions for up to 150 participants set up in a Classroom Style layout, and up to 4 smaller meeting rooms to be used for Breakout Sessions/Workshops, 2 of which should accommodate 20 – 25 participants and other 2 accommodating up to 50 Participants set up in a U Shape or Board Room layout as well as a hall where lunches and coffee breaks may be served and a hall (different from the above) which may be set up for a dinner (Gala or otherwise) for up to 150 guests.
- to provide the necessary **technical assistance and equipment** such as microphones, podium, data projectors and screens, LCD Screens, Laptops with internet explorer and at least Adobe Reader 10 or higher, flip charts with markers, signage within the Conference premises and delegate packs amongst others.
- to provide the **catering requirements** such as water for participants, coffee breaks, lunches (stand up, seated or working lunches served in the conference hall) and dinners (Gala or otherwise) according to the Agenda of the Event.
- to provide **assistance services** during the Event - When necessary, the Contractor shall ensure that event assistants are present on site during the event. They shall have the necessary authority to effectively resolve any problems which may arise during the events themselves together with the staff at the Conference Venues if necessary.

#### For LOTS from 2 to 6:

The objective of the Tenders to be awarded is to provide Conference Facilities and related services in the capital cities or other main cities of the countries mentioned in Lots 2, 3, 4, 5 and 6 for any EASO event, (for lot 2 the events will take place mainly in the Brussels Capital Region) namely:

- to provide a high quality **conference venue** including at least 2 halls which may be used for the Plenary Sessions for up to 150 participants set up in a Classroom Style layout, and up

to 4 smaller meeting rooms to be used for Breakout Sessions/Workshops 2 of which should accommodate 20 – 25 participants and other 2 accommodating up to 50 Participants set up in a U Shape or Board Room layout as well as a hall where lunches and coffee breaks may be served and a hall (different from the above) which may be set up for a dinner (gala or otherwise) for up to 150 guests.

- to provide the necessary **technical assistance and equipment** such as microphones, podium, data projectors and screens, LCD Screens, Laptops with internet explorer and at least Adobe Reader 10 or higher, flip charts with markers, signage within the Conference premises and delegate packs amongst others.
- to provide the **catering requirements** such as water for participants, coffee breaks, lunches (stand up, seated or working lunches served in the conference hall) and dinners (Gala or otherwise) according to the Agenda of the Event. Dinners at city restaurants may also be requested and will be proposed by the Contractor.
- to provide **accommodation** for participants attending the EASO Event. Accommodation will be in single rooms and the hotels proposed will be large enough to accommodate all the participants and staff members for any one event at prices within the European Commission's ceilings depending on the country location.
- to provide **transportation services** for participants attending any EASO Event. These include flights within Europe and beyond, Train and Coach travel, transfers from and to the Airport or Train Station to and from the Hotel and/or Conference Venue, transfers between the Hotel and the Conference Venue and any other requirement according to the Event Agenda. It will also be necessary to provide assistance with obtaining the necessary VISA Documentation.
- to provide **assistance services** during the Event - When necessary, the Contractor shall ensure that event assistants are present on site during the event. They shall have the necessary authority to effectively resolve any problems which may arise during the events themselves together with the staff at the Conference Venues if necessary.

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 also after completion of the tasks.

#### **1.4. REQUIREMENTS FOR THE RESOURCES**

##### **1.4.1 Conference Venue Requirements (LOTS 1 – 6)**

The following meeting spaces shall be made available in the same building for the events organised by EASO, in any combination as dictated by the Event Agenda:

- The Contractor shall be able to offer various conference rooms of different sizes according to the number of participants attending the event (also adapting if applicable bigger rooms):
  - A conference room for 100-150 participants,
  - A conference room for 65-100 participants,
  - A conference room for 40-65 participants.

- At least 2 of the 3 conference halls shall be able to accommodate Interpretation Booths for at least 5 languages.
- These shall also allow the space for the possibility of an additional top table, screen for projections (at least 2m x 2m), a podium and background if these are warranted.
- 4 smaller meeting rooms to be used for Breakout Sessions/Workshops 2 of which should accommodate 25 participants and other 2 accommodating up to 50 Participants set up in a U Shape or Board Room layout. Meeting rooms should be large enough to provide enough space (2 metres squared per participant and the ceiling height should be at least 3.3 metres).
- A separate hall where lunches and coffee breaks may be served and a hall (different to the meeting halls but within the Conference Venue building). The additional space for the serving of coffee breaks and lunches (large enough according to the number of participants) should be close to the Meeting Hall.
- A separate hall which may be set up for a dinner (gala or otherwise) for up to 150 guests. If the nature of the event so dictates, this hall should not be open to participants attending other meetings within the Conference Venue Building.

All Meeting Halls shall be appropriate to host highly distinguished participants with elegant tables and comfortable chairs and have state-of-the-art convention technology and easily adjustable air-conditioning and easily adjustable light systems (for lightening and/or darkening the meeting room). They shall be situated within a quiet area of the building so as to avoid any disturbances.

All main meeting halls and one of the smaller meeting rooms (size to be indicated by EASO's Event organizer when confirming the participants) shall be fully accessible to people with disabilities. Toilets shall be situated nearby.

The Conference venue building shall be compliant with all safety requirements with emergency exits clearly marked and have personnel trained in emergency evacuation procedures and in the use of emergency safety equipment.

#### **1.4.2 Equipment and Technical Assistance Requirements (LOTS 1 – 6)**

The Contractor shall be in a position to make available the following equipment at the Conference Venue:

- Business Centre Facilities to include access to a Telephone for local calls, the Internet, Printer, Photocopying Machine and Fax Machine. The facility to print or copy in colour and single as well as double sided shall also be possible. The copying machine should be fast and include sorter and stapler functions.
- Data Video Projectors with at least 3,000 ANSI Lumens. Additional bulbs shall be available on site to ensure continuity of service through the duration of the event.
- Flip Charts with a generous supply of Flip Chart Paper and at least three good quality Markers – dimensions shall be at least 70cms x 100 cms.
- Flags for indoor use (Maltese or local according to country meeting site and EU with poles and stands, indicative size shall be 1m x 1.4m).
- Headsets and receivers compatible with the Interpretation system in use in the Conference Hall.
- Internet Connection – fast, reliable with at least a download of 100Mb and an upload of 4Mb

- Interpretation facilities (Interpretation Booth and Interpreters' Console, Radiator and Transmitter) – Booths shall measure at least 1.6m x 1.6m x 2m, be equipped with an efficient and silent ventilation and air-conditioning system and be complete with interpretation units of microphones and headphones. Interpretation booths must meet ISO standards ISO 2603-1998 (for built in booths) and ISO 4043-1998 (for mobile booths).
- Lapel microphones either plugged into the console or be of the wireless variety with the transmitter placed close by as agreed before the event.
- Laptops with Windows 7 (with Office 2010), Internet Explorer and Adobe Reader at least 11 or higher and a QWERTY Keyboard (AZERTY Laptops will be available on request).
- LCD or plasma screens - 40" or larger
- Microphones for speakers and participants with crisp and clear sound reproduction and noiseless function switches and preferably a ring LED indicator. One chairman microphone shall be able to override the delegate microphones.
- Name plates – (chevalets) these will measure at least 29.5cms x 10.5cms and be inserted in plastic holders or alternative items in order to stand upright on the table in front of each meeting delegate. They will be printed on both sides to be clearly visible by the individual participant and the whole cohort of participants. The information to be printed (either country name and flag or delegate's name and country or organisation being represented) will be provided by EASO at least 72 hours before the start of the event.
- Name badges – these will measure at least 9cms x 6cms and be either printed on plastic or on paper inserted in a plastic holder which can be attached to the participants' clothing by means of a safety pin or clip without causing any damage to the clothing. Hand written names (except for last minute registrations on the day) and stickers are not permitted. The design for the name badges as well as the information to be included on the design have to be approved by EASO at least 1 week prior to the commencement of the event. The list of participants will be provided to the Contractor up to 72 hours prior to the commencement of the event although the Contractor should be able to accommodate last minute registration up to 1200hrs on the day preceding the event.
- Notice boards with stands – 60cm x 90cm or larger.
- Podium with microphone and possibly the conference venue logo. The microphone shall give a crisp and clear sound reproduction and have noiseless function switches with a convenient housed on/off switch.
- Production of video or photographs of the meeting.
- Public address system with a microphone, amplifier and loudspeakers to cover adequately the area of the Meeting Hall with the possibility of being connected to another sound source for the amplification of the volume of a video clip. Every effort shall be taken at all times to eliminate acoustic feedback.
- Audio Recording Facilities – a recording of the proceedings (both floor and interpretation proceedings) shall be made available on a DVD not later than 48 hours after the end of the Event.
- Registration desk just outside the main meeting room with two chairs.
- Roving handheld microphones with an excellent front to back rejection ratio permitting more gain before howling and adequate to cover the whole size of the Meeting Hall.

- Screens at least 3m x 2m and having the possibility of front and rear projection.
- Signage within the Conference Premises – A3 in colour with the EASO and conference venue Logos provided.
- Tele-Conferencing – fixed telephone lines will be made available in the meeting rooms.
- Video Conferencing – capable of having Skype, H323 and SIP Protocols.
- Wi-Fi – full coverage throughout the conference venue (meeting rooms and common areas) with the possibility of being password enabled).
- Delegate packs: writing pads and pens for participants with the name and logo of the conference venue.

The Contractor shall also be able to offer the services of a technician throughout the duration of the meeting to assist with the smooth functioning of all the equipment.

The contractor has to guarantee efficient functioning of technical equipment (replacement of equipment within 2 hours in case of malfunction). Consumables, such as cartridges or paper for printers and copying machines shall be provided on site.

The installation, dismantling and transport as well as any relevant insurance (where applicable) shall be included.

Any changes in quantities of the ordered technical equipment shall be confirmed by EASO's contract manager not later than 5 working days before the start of the event.

EASO reserves the right to bring any of its own equipment to be used during the meeting without this constituting a breach of contract.

#### **1.4.3 Catering Requirements (LOTS 1 – 6)**

On the days of each event, the Contractor shall provide any of the following catering requirements according to the Agenda of the event and the request for services:

- *Water for Participants*

Water will be provided for the participants in the meeting rooms. One large bottle (at least 0.75 L) shall be made available for each 2 participants, in an equal number of bottles of Still (Natural) and Sparkling Water. They will be replenished during each coffee and lunch break if the Bottle is less than half full.

- *Coffee Breaks/Welcome Coffee*

Coffee Breaks will include the serving of tea (black and flavoured), coffee (standard and decaffeinated), still and sparkling Water, orange Juice including the provision of milk, sugar and lemon and:

Option 1: croissants and Danish pastries or

Option 2: muffins or

Option 3: biscuits or local equivalent



- *Stand up or seated buffet lunches*

A buffet lunch shall include a selection of cold and hot starters (at least 6 including 1 vegetarian), a first course (pasta), second courses (at least 3 including meat, fish and vegetarian), a selection of desserts (at least 2) and fruit.

- *Working Lunches (to be served within the conference hall)*

A working lunch shall consist of at least 3 choices of sandwiches and at least 2 choices of wraps including vegetarian options for both. Soft drinks, tea and coffee shall also be offered.

- *Finger Food Reception*

The Reception Menu shall include at least 10 varied cold and hot items (meat, fish and vegetarian) and 2 sweet and 1 fruit items. It is envisaged that a reception will last approximately two hours.

- *Dinner at Conference Venue*

The buffet dinner shall include a selection of cold and hot starters (at least 5), 2 first courses (a soup, a pasta dish) and second courses (at least 3 including 1 fish), , a selection of desserts (at least 3) and fruit. Vegetarian options for all courses shall be provided, including either the soup or the pasta dish.

- *Gala Dinner*

Options for the gala dinner will be a three or four course plated menu decided beforehand together with EASO's Event Organizer. It shall include a starter, a main course with meat or fish and dessert. An additional plate of Soup or Sorbet will be added to upgrade the Menu. A Vegetarian option for all the meals shall also be offered.

The option to have printed menus, flower table arrangements, chair covers, a public address system and cloakroom space will also be made available for gala inners.

- *Welcome Drink Package*

The welcome drink package to be served before dinner will include a welcome drink and at least 2 varieties of canapés (one being vegetarian).

- *Beverage Package for Lunch*

The beverage package to be served during Lunch shall include natural and sparkling water and at least 3 varieties of soft drinks or fruit juices together with tea and coffee (including the provision of milk, sugar and lemon)

- *Beverage Package (for Dinner – Gala dinner)*

The Beverage Package to be served during dinner shall include at least ½ bottle of natural or sparkling water per person, ½ bottle of red or white wine per person and coffee.

- *Wine Package on Consumption Basis (in addition to the beverage package)*

- *White and red wine will be available and invoiced on consumption basis. Dinner at a City Restaurant (LOTS 2 – 6)*

The Contractor shall propose at least 3 reputable restaurants located within safe neighbourhoods.

EASO will communicate its choice of restaurant at least 5 working days before the event.

Menus for buffet dinners or plated three course Dinners will be provided to EASO along with the proposal of the Restaurants. Buffet and Plated Dinners shall include a selection of cold and hot starters and main dishes (at least 3 including 1 fish) and a selection of desserts including fruit. Vegetarian options for all courses shall be provided.

The beverages to be served during dinner shall include at least ½ bottle of natural or sparkling water per person, ½ bottle of red or white wine per person and coffee.

Any food intolerances and allergies (lactose, celiac, seafood, etc.) will be communicated one week before the event or as soon as EASO is made aware of them and shall be catered for accordingly.

The exact number of participants expected for the meetings and for lunches and dinner will be confirmed by end of business three days before the event (maximum 72 hours before the start of event). The services will be invoiced accordingly.

All menus shall be approved in writing by an EASO's Officer at least one week before the event.

#### **1.4.4 Accommodation Requirements (LOTS 2 – 6)**

For participants (including EASO Staff Members) attending EASO events being held overseas, the Contractor shall identify suitable hotels of very good quality and submit a written proposal presenting the advantages and disadvantages for each hotel. A minimum of at least two hotels will be proposed and EASO will choose the Hotel within 3 working days from the submission of the proposals.

The price of the Hotel Accommodation (single rooms) shall be within the European Commission ceiling prices for the individual countries (see Annex I, page 22). EASO shall pay the official or specially negotiated price of the Hotel Accommodation (within the mentioned ceiling) and a fee per reservation/cancellation/re-booking.

The Contractor shall reserve the Hotel Rooms which must be guaranteed (no overbooking).

The Contractor should prepare and transmit the rooming list to the hotel within the appropriate deadline and manage early arrivals and late departures. There should be regular communication during the event and updates with the hotel (dealing with arrivals, new reservations, changes, cancellations and no-shows) in order to avoid penalties.

The Contractor should review the invoices of the hotel (checking each room, including no-show reports and hotel attendance lists against the contractor's lists) to ensure that it is in accordance to the financial arrangements and the actual nights of accommodation.

The Contractor must settle the accommodation costs directly with the hotel and invoice these previously agreed and approved costs to EASO.

##### *Requirements for Hotel Rooms:*

- Minimum of superior three star standard single bedrooms, all with a bath tub and/or shower,
- Air conditioned,
- High speed internet connectivity (at charge),
- Computer data port,
- Radio and multi-channel colour television,
- International direct dial telephone,
- Minibar,
- Smoke detectors
- Buffet breakfast and access to all the hotel facilities shall be included.

##### *Requirements for the Hotel Facilities:*

- The Hotel shall be situated within a safe neighbourhood,
- 24 Hour Front Desk and Concierge Desk,
- Multilingual Staff fluent in English,
- Elevators,

- Laundry/Dry Cleaning Service (at charge).

Any incidentals (such as double room occupancy, additional nights, mini-bar, pay TV, phone calls, hotel bar, etc.) will be invoiced personally to the participants. They will pay for these additional expenses before their departure and it is the hotel responsibility to see that this is done accordingly. No extra costs shall be borne by EASO for these additional expenses including the reservation or cancellation of any additional nights.

### **Cancellations**

The Contractor shall provide EASO with the cancellation policy of the Hotels included in the original proposal as this might influence the choice of Hotel. Flexibility concerning the deadlines for rooming lists and last minute changes is essential. Changes in Guests' Names should not incur a penalty as long as they are made before midnight on the date of arrival.

Cancellation of any reservation made by EASO made up to 48 hours before 1200hrs on the date of Arrival should not incur any penalty charges from the Hotel.

The Contractor shall do his very best to minimise any penalties incurred by EASO. Penalties or any additional charges attributed to a fault of the Contractor cannot be charged to EASO.

### **1.4.5 Transportation Requirements (LOTS 2 – 6)**

For participants (including EASO Staff Members) attending EASO Events being held overseas, the Contractor might be requested to provide Transportation Services including tickets for air, rail and coach travel and other transfers for the event participants as dictated by the Event Agenda.

The Contractor's Office (or Travel Agency) dealing with the issuing of the travel tickets shall always provide the lowest price quotation upon requests, including low cost airlines when available. Reservations are to be kept on hold for the period the airline/train/coach companies offer. Pre-paid tickets are to be provided and the use of electronic tickets shall be standard whenever possible.

The Contractor's corporate credit card is to be used (against a fee) for any flight tickets requiring one for confirmation of the reservation (such as by some low-cost airlines). EASO staff members and Participants will under no circumstance provide their personal credit card details for such transactions.

Reservations and ticketing services are to be provided at least within EASO's official working hours (0900 – 1730hrs, Monday to Friday). For emergency services, an out-of-office/emergency contact number is to be provided.

In case of disruptions to planned travel arrangements, the Contractor shall provide alternate arrangements within the shortest time frame possible (including during weekends if the initiation of travel is on Monday). Re-routing, if necessary, shall be provided as well as solutions for obtaining connecting flights and reaching the target destination (whether home or the event location in the shortest time possible).

The Contractor shall also provide assistance (against a fee) in obtaining the necessary visas, when required. The Contractor shall mediate with the appropriate visa issuing authorities to obtain such a visa in good time before the departure date. If necessary, the Contractor shall pre-pay the visa fee, which will then be invoiced to EASO afterwards.

It is also the responsibility of the Contractor to inform EASO about Airlines' policy changes, individual country's travel regulations (especially if outside the EU) and any upcoming strikes and/or any possible disruptions to the travel schedule requested and consequently confirmed by the Contractor.

Feedback to air/train/coach travel requests of reservation shall be provided by the Contractor within the same working day if the request is sent before 1500hrs. If sent after 1500hrs, the response shall be provided by 1200hrs on the next working day. If deemed and indicated as urgent, the response shall be provided within three (3) hours.

Cancellations and/or changes of travel tickets shall be dealt with the same time frames as above.

The Contractor shall do its very best to minimise any penalties incurred by EASO. Penalties or any additional charges attributed to a fault of the Contractor cannot be charged to EASO.

### **Flights**

The Contractor will book flight tickets if so requested on the most direct and best price terms according to the participants' availability. Flights may be required for EASO Staff Members and/or for other participants attending any of EASO's events in any of the countries listed in the individual Lots. Flights will be worldwide although the greatest proportion will be within Europe and between the countries listed in any of the Lots, in any combination.

Travels must be organised so that it lasts as short a time as possible given the means of transport available and used and must remain as cost-effective as possible.

Flights must always respect the Agenda of the Event in question and must be always approved by the Traveller AND EASO before issuing.

### **Coach/ Train tickets**

The Contractor will book coach and/or train tickets if so requested on best price terms according to the participants' availability. First class tickets can be booked, otherwise second class ones are acceptable. Where possible, tickets should be electronic tickets and they shall be sent by email to the travellers, otherwise they should be deposited at the coach or train stations of the participants' countries or sent to the participants prior to the departure.

EASO will pay the actual price for the coach and train tickets and a reservation fee.

### **Airport/Train Station Transfers**

Upon the participants' arrival, the Contractor will provide airport or train station transfers to the chosen hotel or to the conference venue. Participants are to be met at the arrival by a courteous professionally dressed English speaking driver (or a representative of the Contractor's company) with a name plate big enough to allow proper identification of the participants' names or the event's name with the EASO Logo easily visible. Names should be complete and correctly spelled.

Departure transfers will also be required from the conference venue or from the hotel to the airport and/or train station. These will be made according to the schedule provided by the EASO contact person for specific contracts.

### **Transfers between the Hotel and Conference Venue**

The Contractor will provide transfers between the chosen hotel and the conference venue according to the event agenda which will be provided by the EASO contact person up to 72 hours before the commencement of the Event.

### **Transfers between Hotel or Conference Venue and a specified location within the City or neighbouring City/Town (eg. the Dinner Restaurant)**

The Contractor will provide Transfers between the chosen Hotel or the Conference Venue and a specified location in the city where the Event is taking place (according to Agenda provided by EASO).

The Contractor shall demonstrate the ability to supply additional transport on short notice and in the event of a crisis, demonstrate the capability to ensure business continuity using seamless alternative transportation arrangements: the contractor shall have a fleet of at least 6 taxis, 2 minivans (up to 15 seaters), 2 minivans (up to 30 seaters) and at least 2 (50 seaters) coaches. The Contractor shall be flexible in all matters related to transportation requests and services to be provided throughout the duration of the Contract.

### *The Vehicles*

All Vehicles used for the requested Transfers will be 5 door cars with enough space to accommodate luggage. They are to be always well maintained (including fuel), reliable and clean. They will be comprehensively insured and have valid VRT or equivalent Certification. They may be branded with the Provider's colours and preferably be of a silver or dark colour.

Vehicles should be equipped with a functional air conditioning system which must be used if so requested by the passengers as well as a fire extinguisher and other safety equipment.

Vehicles shall have all valid documentation as applicable and all statutory obligations as required by the particular country's law in place.

#### *The Drivers*

It is essential that a high and consistent level of quality and customer service is sustained by all Drivers involved throughout the event and that they behave in an appropriate manner. All Drivers shall be able to communicate in basic English.

All Drivers are expected to be in possession of a valid driving Licence and shall carry a working and charged Mobile Phone at all times so that they may be accessible for any last minute changes. Phone calls without the necessary hand free set while driving are not to be allowed.

Drivers must possess and carry at all times a Driver's Tag.

Drivers must always be punctual for all Transfers according to the Schedule provided by the Contractor. Drivers should be briefed and updated by the contractor or keep regular contact with the airport/railway to check the delays of arrivals, to avoid waiting times both for participants and drivers. When flight/train delays are envisaged, it is the Drivers' responsibility to ensure that they are physically at the Airport when the flight eventually lands.

All Drivers are expected to wear Uniforms provided by the Transport Company which should at all times be clean and similar to each other. The provision and cleaning of these uniforms remains the responsibility of the Transport Company and/or the Driver.

Should EASO at any time be unsatisfied with the performance and/or behaviour of any Driver, the Contractor is obliged to provide a suitable replacement during the rest of the contract for events in that country.

#### **1.4.6 Requirements of the Contractor's Personnel (LOTS 1 – 6)**

The Contractor Staff will have at least three years' experience in the organisation of large scale international events and travel management and be fluent in English (all communication with EASO will be carried out in English) and ~~the local~~ another languages useful for communication within ~~according to~~ the country where the event will take place.

The Contractor is expected to have a highly qualified team of staff working on implementing EASO's requests, at least:

1 contract manager,

1 travel manager (**only for lots 2 to 6**),

1 event assistant.

The Contractor is responsible for ensuring business continuity in all situations and guaranteeing timely arrangements to provide all the requested services.

Should EASO at any time be unsatisfied with the performance and/or behaviour of any member of the Contractor's staff, the Contractor shall provide a suitable replacement for the next request for services.

All the services requested for an event shall be performed under the responsibility and supervision of the Contractor.

The Contractor shall appoint a **contract manager** who is required to have at least 3 years' experience in high profile event organisation services and a good working knowledge of English

(at least B2 level<sup>1</sup>) and another language which will facilitate communication with service providersnecessary for the execution of duties in the countries where EASO Events will be held according to the Tender Lot (1 – 6) being applied for.

The Contract Manager shall possess strong coordination, analytical, interpersonal and communication skills.

The contract manager will be responsible for the overall Operations of each event in coordination with EASO's designated representative. The contract manager shall allocate tasks to the necessary human resources for the smooth operations of any event, namely Administrative Staff, Technicians, Cleaners, Receptionists, Security Officers and other Support Staff and will be the contact person for all the companies involved in providing the individual services required for each event (such as but not restricted to Hotels, Transportation Companies and Travel Agencies, Conference Venues, Catering Companies and Companies responsible for the provision of the Technical Equipment).

The contract manager shall have proven working experience in:

- Planning, organising and execution of larger multi-day events;
- Supervising team(s);
- Supervising and producing reports to clients;
- Estimating and budgeting costs for each aspect of any planned events;
- Coordinating every detail of meetings and events;
- Searching for prospective event sites;
- Planning meeting and event spaces, planning accommodation, catering, telecommunications, audio-visual equipment rental, transportation and other necessities.

The contract manager shall have the necessary authority and ability to effectively resolve any problems which may arise in the performance of the contract.

The contract manager appointed by the Contractor will be responsible for all the services provided as well as for all the contractual communication and implementation. Likewise, a person within EASO will be responsible for such communication and act as Contract Manager.

If the contract manager is absent, s/he shall be replaced by a person having the same level of qualifications and authority.

Assisting the Contract Manager, the Contractor shall have a team of highly trained and experienced personnel (also fluent in English) composed of at least one travel manager and one event organizer.

The **travel manager** (for Lots 2 – 6) shall have at least 3 year proven experience in:

- Handling travel requests, proposing suitable travel options, making the necessary reservations and issuing the travel tickets as well as assisting in the procurement of the necessary visas (when applicable);
- Proposing suitable hotels within the limits allowed, taking into account convenience and safety;
- For Contractors bidding for Lots 2 – 5, the Contractor or Travel Agency responsible for the travel arrangements must in possession of a valid IATA license.

The **event assistant** shall have at least 3 year proven experience in:

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<sup>1</sup> For an explanation of the levels please see the Europass model CV at this link:  
<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

- Arranging support services, coordinating the event facilities, preparing the site staff for the meeting/event, and setting up all forms of electronic communication needed for a meeting or event, such as e-mail, video, and on-line communication, arranging logistic detail;
- Ensuring necessary supplies are ordered and transported to the meeting/event site on time, that meeting rooms are equipped with sufficient seating and audio-visual equipment, that all equipment is set up properly, and that all the necessary materials are printed;
- Ensuring that the meetings adhere to fire and labour regulations and overseeing the food and beverage distribution following hygiene and food handling regulations;
- Ensuring the financial follow-up of the events and invoicing.

#### **Assistance services during the Event**

When necessary (and ordered by EASO) the Contractor shall ensure that the **event assistant/s** (host/hostess) present on site during the event is/are thoroughly briefed. They shall have the necessary authority to effectively resolve any problems which may arise during the events themselves together with the staff at the Conference Venues if necessary. All aspects of the policies of the event must be communicated to the assistants, so they can answer any questions or queries from the participants/visitors in clear and confident manner. The assistants shall be fluent in English and knowledgeable about the immediate vicinity and the city/town where the event is being held. The same assistant/team shall be available throughout the whole event. The event assistant/s may also be required to carry out airport duties – welcoming participants upon arrival, ensuring that airport transfers are arranged accordingly and assisting participants to take the transfer and/or in any other matter as required.

### **1.5. MONITORING OF THE IMPLEMENTATION OF THE CONTRACT**

EASO will monitor the project in technical and administrative terms. The Contractor should report immediately to EASO in writing any problems it encounters during the implementation of the contract or organisation of the events.

The Contractor should expect that the European Court of Auditors and the European Anti-Fraud Office (OLAF) could seek access to all documentation relating to the organisation of the events and, therefore, must keep copies of all relevant and related documents.

EASO's staff may, during the duration of the contract, visit the Contractor's offices and/or the sites where the events are held to assess the quality of the work.

## **2 THE CONTRACT**

### **2.1 THE NATURE OF THE CONTRACT**

EASO intends to award a framework contract in cascade with up to 3 contactors for each of the six (6) Lots, for the provision of all the services as specified in the Tender 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 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 Contracts (Annex II) specify the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contracts does not place EASO under any obligation to place an assignment. The

Framework Contracts does not preclude EASO from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by EASO staff.

## **2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS**

The Framework Contracts shall enter into force on the date on which they are signed by the last contracting party.

The contracts are expected to be signed in October/November 2015. Each Framework Contract shall be implemented by concluding specific Order Forms, with reference to the specific events which EASO intends to organise and for which the indicated services are requested.

The duration of each Framework Contract 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 amount of the framework contracts is EUR 11.6 million for a maximum period of four years, divided between Lots:

- Lot 1 – EUR 400.000
- Lot 2 – EUR 2 Million
- Lot 3 – EUR 6 Million
- Lot 4 – EUR 1 Million
- Lot 5 – EUR 1 Million
- Lot 6 – EUR 1.2 Million

These figures are indicative and represent the maximum possible expenditure.

EASO reserves the right to increase the estimated value of each framework contract per lot, in accordance with Article 85 of the EASO Financial Regulation and Article 134(1)(f) of the RAP<sup>2</sup>, by using a negotiated procedure without prior publication of a contract notice with the successful tenderer for new services or works consisting in the repetition of similar services or works entrusted to the economic operator awarded the initial contract by EASO.

## **2.4 PLACE OF PERFORMANCE**

Lot 1 – The place of performance of the tasks (event organisation services for EASO) shall be in Malta

Lot 2 – The place of performance of the tasks (event organisation services for EASO) shall be in Belgium

Lot 3 – The place of performance of the tasks (event organisation services for EASO) shall be in any of the 26 EU Member States (excluding Malta and Belgium), Iceland, Liechtenstein, Norway and Switzerland

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<sup>2</sup> COMMISSION DELEGATED REGULATION (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.



Lot 4 – The place of performance of the tasks (event organisation services for EASO) shall be held in Albania, Bosnia and Herzegovina, the Former Yugoslav Republic of Macedonia, Kosovo, Montenegro and Serbia

Lot 5 – The place of performance of the tasks (event organisation services for EASO) shall be held in Turkey

Lot 6 – The place of performance of the tasks (event organisation services for EASO) shall be held in Algeria, Egypt, Jordan, Lebanon, Libya, Morocco and Tunisia

## **2.5 TERMS OF PAYMENT**

Payments shall be made in accordance with Articles I.4 & II.15 of the draft framework service contract and of the special conditions of the draft order form (Annex II).

The contractor shall submit an invoice for payment of the actual provided services after completion of the services referred to in the relevant order form. The invoice shall reflect the following:

- For the ordered catering services the invoiced amount shall reflect the number of participants confirmed by EASO not later than 72 hours before the start of the event;
- For the ordered technical equipment the invoiced amount shall reflect the quantities confirmed by EASO not later than 5 working days before the start of the event.
- Transport services executed/booked and accepted in writing (by email) by the Contracting Authority.

Payments will be made by EASO via bank transfer within 30 days from receipt of the invoice.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, II.5, II.16 and II.7 and of the draft service contract referred to above.

## **2.6 GUARANTEES**

Not applicable

## **2.7 LIABILITY**

### ***Joint Offers***

Partners in a joint offer assume joint and several liability 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) and include in their sub-contracting documents that Article II.18 of the contract may be applied to sub-contractors.

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 by 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 event organisation services (request for services) to the Contractor, 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 the event organisation services are required
- The total duration of the requested services
- The details of the meeting halls required
- The maximum quantities of equipment necessary
- The catering services required according to the agenda of the event
- The maximum number of participants expected to attend the event

The contractor shall confirm to EASO the availability of Event Organisation services as requested within a maximum of **5 working days**.

The contractor shall submit a specific proposal duly signed and dated.

### **Order Form**

Within 5 working days of an order form signed by EASO being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date the contractor signs the order form, unless a different date is indicated on the order form.

The order form shall be paid as specified in paragraph 2.5.

**Instead, all transportation services will be requested and booked via an exchange of emails.**

Before proceeding with the booking the Contractor shall ask the acceptance in written (email) to the Contracting Authority.

In the event that the contractor is not able to offer to EASO the required services, 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).

### 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 and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Being launched by an EU Agency, this procurement procedure is not opened to the countries parties to the plurilateral agreement on government procurement - GPA (except those mentioned in the previous paragraph).

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

This contract is divided into 6 Lots. Potential Contractors may submit tenders for one or more Lots.

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. 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 receipt 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 that the contractor accepts all the terms and conditions set out in this Terms of Reference, 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 on a personal basis by the 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 07/09/2015 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](mailto:contracts@easo.europa.eu)

This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening on the tenderer's behalf.

### **3.3 CONTACT BETWEEN THE TENDERER AND EASO**

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

Such requests for further information may be made only in writing with the subject indication, « EASO/2015/271 » to the following e-mail address: [contracts@easo.europa.eu](mailto: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, the agency 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 Terms of Reference (SSF to be filled).

## Content of the proposal

### 3.4.1 Section One: Administrative proposal

#### Eligibility documentation

##### Requirement

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 Form<sup>3</sup>** to be signed by a representative of the tenderer authorised to sign contracts with third parties.
- **Financial identification<sup>4</sup>** form shall be duly filled in and signed by an authorised representative of the tenderer and his or 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 hereafter, 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).

All tenderers must provide their legal entity form as well as the evidence indicated at the bottom of that form.

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

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.

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<sup>3</sup> This form is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

<sup>4</sup> The form is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm).

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, 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.

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.

#### **Exclusion 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;
- undertake to submit to EASO any additional document relating to the exclusion criteria, that EASO considers necessary to perform its checks, within seven calendar days following the receipt of EASO's request.

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 that they have been notified of the following points.

Administrative or financial penalties may be imposed by EASO on tenderers who are in one of the cases of exclusion provided for in Articles 106 and 107 of the Financial Regulation after they have been given the opportunity to present their observations.

These penalties are detailed in Article 109 of the Financial Regulation and Articles 142 and 145 of the Regulation laying down the rules for the implementation of the Financial Regulation.

**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. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders.

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 addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

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 service provider(s)

This proof is to be provided by submitting the completed **Financial and Economic Capacity Overview (SSF 11)**, as well as a full copy of the tenderer’s annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be certified by the tenderer.

<b><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY</b>
1.1 Annual <u>turnover exceeding EUR 300.000</u> for each of the past three available years

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 service provider(s)

The ability of service providers to perform services 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 of the providers involved in the tender must be furnished on the basis of the following documents:

a) Evidence for selection criterion 2.1:

Contracts or letters of reference for at least 5 high profile national and international conferences/events involving more than 50 participants in the country specified in the Lot (for Lots 1, 2 and 5) and in at least 2 of the countries specified in the Lot (for Lots 3, 4 and 6) with dates, type of the services provided, number of participants and clients, whether public or private, using related project reference forms (**SSF 12**) during the past 2 years

b) Evidence for selection criterion 2.2:

At least the CVs in europass format of the 3 key personnel designated to carry out the requested services (the Contract Manager, Event Assistant for all lots and Travel Manager for lots to 2 to 6) meeting the requirements indicated in section 1.4.6

c) Evidence for selection criterion 2.3 for Lots 2 - 6:

Proof of possession of a valid IATA License (either by the Contractor or the office entrusted with providing the travel services.

d) Evidence for selection criterion 2.4 for Lots 2 - 6:

Evidence and details of affiliation to a travel guarantee scheme

<p><b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b></p>
<p>2.1 Professional experience in at least 5 high profile national and international conferences/events involving more than 50 participants in the country specified in the Lot (for Lots 1, 2 and 5) and in at least 2 of the countries specified in the Lot (for Lots 3, 4 and 6) in the last 2 years</p>
<p>2.2 Professional experience of the Contract Manager, the Event Assistant (and the Travel Manager for Lots 2 – 6 only) meeting the requirements indicated in section 1.4.6</p>

2.3 Possession of a valid IATA License **(only for Lots 2 to 6)**

2.4 Affiliation to a travel guarantee scheme **(only for Lots 2 to 6)**

### **3.4.2. Section Two: Technical proposal**

#### **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.

The technical specifications and the tenderer's bid shall be 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**.

### **3.4.3. Section Three: Financial proposal**

#### **Financial award criteria documentation**

Tenderers must use the **financial proposal form (SSF 9)** 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;

- Prices shall not be conditional and be directly applicable by following the technical specifications.

Prices shall be fixed and not subject to revision during the first year of duration of the FWC.

At the beginning of the second and every following year of the FWC, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than three months before the anniversary of the date on which it was signed. The other party shall acknowledge receipt within 15 days of reception of the request. The new prices shall be communicated as soon as the final index is available. The contracting authority shall purchase on the basis of the prices in force on the date on which order forms are signed by both parties. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP published for the first time by the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \times \left( 0.2 + 0.8 \frac{Ir}{Io} \right)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the request to revise prices.

- For the required services within the framework contract, the tenderer must specify the all-inclusive net unit prices;
- Reimbursable expenses for any travel, accommodation and living expenses (per diem) are **not** foreseen for any of the Contractor's personnel to execute their duties and must therefore be included in the Net Prices submitted in the Financial Proposal.
- Tenderers must use the price reference table enclosed to formulate their financial proposal.
- Tenderers must also complete the financial awarding weighting table.

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

In case of discrepancy between the unit prices stated in the financial proposal form and the unit prices stated in the financial awarding weighting table, those stated in the financial proposal form shall prevail.

Bids involving more than one service provider must specify the amounts for each provider.

All tenders must contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, EASO may disqualify the bid. EASO reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

## **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 OF THE TENDERERS**

#### **Stage 1 - Application of eligibility and exclusion criteria**

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.

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.

It is 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**

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 3.4.1 Selection criteria. The Tenderers not satisfying the selection criteria will not proceed to the award criteria stage.

#### **Stage 3 – Application of award criteria**

Only the tenders of those tenderers, who met the requirement of the eligibility, exclusion and selection criteria, will be further evaluated.

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.

The contracts will be awarded to the tenders presenting the best value for money provided that they conform to the technical specifications of this tender.

The Technical and Financial Proposals will be evaluated on the basis of the award criteria to establish a ranking list, in order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the evaluation of the award criteria.

The following award criteria will be applied:

**FOR LOT 1**

<b>No</b>	<b>Qualitative award criteria For Lot 1</b>	<b>Weighting (Maximum Points)</b>	<b>Minimum Points</b>
1.	<p>The quality of the Contractor's proposal to carry out the prescribed tasks to organise an event ensuring efficiency and quality, carefully specifying the organisational arrangements and the various stages of the work, estimating the time required for each stage and identifying the most important steps.</p> <p>The event shall require venue and equipment hire, technician and catering services.</p>	10	6
2.	<p>The quality of the Contractor's proposal for the response times for providing quotes for each of the requested services: proposing and booking meeting venues, catering and technical services.</p>	10	6
3.	<p>The quality of the Contractor's proposal for a selection of 4 Lunch Menus (2 each for Buffet and Working Lunches), 2 Finger Food Reception Menus, 2 Buffet Dinner Menus and 2 Gala Dinner Menus (4 courses) as outlined in section 1.4.3. (10 Menus in all).</p> <p>All Menus should include Vegetarian options and options for gluten-free and lactose-free diets.</p>	10	6
4.	<p>The quality of the Contractor's proposal to react to last minute requests and to events that are scheduled to take place over the weekend and/or on a Maltese Public Holiday (bearing in mind that EASO's Public Holidays are not always the same as the Maltese Public Holidays. The description should include what and how support and services are provided outside normal working hours (out-of-hours, weekends and holidays, during urgent emergencies).</p>	10	6
<b>Total number of points</b>		40	24

**FOR LOTS FROM 2 TO 6**

<b>No</b>	<b>Qualitative award criteria</b>	<b>Weighting (Maximum Points)</b>	<b>Minimum Points</b>
1.	<p>The quality of the Contractor's proposal to carry out the prescribed tasks to organise an event ensuring efficiency and quality, carefully specifying the organisational arrangements and the various stages of the work, estimating the time required for each stage and identifying the most important steps.</p> <p>The event shall require venue and equipment hire, technician and catering services, flights for delegates as well as accommodation and transportation services.</p>	10	6
2.	<p>The quality of the Contractor's proposal for the response times for providing quotes for each of the requested services: proposing and booking hotels and meeting venues, offering catering and technical services, issuing and delivering transportation tickets.</p>	10	6
3.	<p>The quality of the Contractor's proposal for the:</p> <p>(i) procedure to propose a selection of adequate hotel accommodation as outlined in section 1.4.4;</p> <p>(ii) procedure to propose good quality itineraries in terms of mode of transportation, price, trip duration, airport waiting time and overall feasibility.</p>	10	6
4.	<p>The quality of the proposal for:</p> <p>(i) how the Contractor will react to travel disruptions and what contingency plans will be put in place;</p> <p>(ii) how the Contractor will react to last minute requests and what and how support and services are provided outside normal working hours (out-of-hours, weekends and holidays, during urgent emergencies)</p>	10	6
<b>Total number of points</b>		40	24

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 60 % in the overall points total or less than 50% 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 expressively covered by the tender, EASO may decide to give a zero mark for the relevant qualitative award criteria. Each award Criterion should be described in a maximum of 3 A4 pages (Single spaces, Calibri font size 11 / Arial font size 10 / Times New Roman font size 11) or equivalent.

**For the purpose of the financial evaluation SSF 9 – Financial Proposal Form contains the instructions.**

The weightings are based on the estimated usage of the services for EASO events. Quantities indicated in the second tab of the excel file “Financial Proposal Form” are only indicative and not binding in any way on the Contracting Authority.

These quantities are based on an estimation of the consumptions during particular events and will be used only for the assessment of the financial offers.

The Price Award criterion will be assessed on the basis of the Total NET weighted Price for the estimated quantities indicated in the third tab of the excel file – Financial Proposal Form.

<b>Price Award Criterion Lot 1 (NO ACCOMODATION &amp; TRAVEL)</b>	
	Total NET Weighted Price = Total Net Price Table 1+ Total Net Price Table 2 + Total Net Price Table 3 + Total Net Price Table 6

<b>Price Award Criterion Lots 2 - 6</b>	
	Total NET Weighted Price = Total Net Price Table 1 + Total Net Price Table 2 + Total Net Price Table 3 + Total Net Price Table 4 + Total Net Price Table 5 + Total Net Price Table 6

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

<b>Final Evaluation</b>	
	Points Tenderer X = (cheapest offer/offer X) * 60 + quality points

**4.3 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.



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. EIGE 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 (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.