



EASO/2013/121

Framework Contract

For Event Organisation Services

**Open procurement procedure
Specifications and draft contract**

Contract notice: OJ 2013/S 152-263736

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1. THE SERVICES (TECHNICAL SPECIFICATIONS)

1.1. INTRODUCTION

The European Asylum Support Office (EASO) is an operational regulatory Agency set up in Valletta, Malta. EASO's mandate 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).

According to its founding Regulation EU 439/2010, the Support Office is to maintain a close dialogue with relevant civil society organisations and relevant competent bodies and consequently a Consultative Forum was set up for this purpose. A Meeting of the Consultative Forum is envisaged to be held annually.

EASO also has multiple stakeholders to work with to ensure the fulfilment of its duties and objectives. Consequently a varying amount of conferences with the participation of representatives of Member States, European Union institutions and other organisations may take place to ensure exchange of good practices, information exchange and common approaches towards asylum.

Most of these Meetings are held at EASO Premises but it is sometimes necessary, for a number of reasons such as when the requirements exceed the available resources, to hold these meetings in alternative venues.

1.2. DESCRIPTION OF THE SERVICES

Over a four year period, (the maximum duration of the Framework Contract) the objective of the Tender to be awarded is to provide Conference Facilities and related services in the Valletta/Floriana and St Julians/Sliema/Msida/Gzira areas in Malta, for the above mentioned meetings, namely:

- to provide a high quality conference venue including a hall to be used for the Plenary Session for up to 100 delegates set up in a Classroom Style layout, and up to 4 smaller meeting rooms to be used for Breakout Sessions/Workshops each accommodating up to 25 delegates as well as a hall to be set up for a Gala Dinner for up to 100 guests
- to provide the necessary technical assistance and equipment such as chairs, tables, 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.
- to provide the catering requirements such as water for delegates, coffee breaks, lunches (stand up, seated or working lunches served in the conference hall) and dinners according to the Agenda of the Event.

EASO envisages organising between 4 and 6 events during the next four years. Moreover, it is envisaged that at least one Conference requiring all the above mentioned services for up to 100 Delegates will be held annually.

1.2.1. CONFERENCE VENUE REQUIREMENTS

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

- One Main Hall for the Plenary Session accommodating up to 100 Delegates in a Classroom Style Layout. This shall also allow the space for the possibility of an additional top table, screen for projections, a podium and background if these are warranted.
- Up to four Meeting Rooms to be used for Breakout Sessions or Workshops, each accommodating up to 25 Delegates in a board room set up. These shall also allow for the setting up of a Flip Chart, Data Projector and Screen if required.
- One Hall to accommodate up to 100 Delegates for a Gala Dinner.

All Meeting Halls shall be appropriate to host highly distinguished delegates and have state-of-the-art convention technology and air-conditioning and be situated within a quiet area of the building so as to avoid any disturbances. Multiple Halls shall accommodate Interpretation Booths for between 3 to 5 languages. All Main Meeting Halls and most of the smaller Meeting Rooms shall be fully accessible to people with disability. Toilets shall be situated nearby.

1.2.2. EQUIPMENT AND TECHNICAL ASSISTANCE REQUIREMENTS

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

- 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.
- 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 Flip Chart Paper and Markers – dimensions shall be at least 70cms x 100cms
- Flags for indoor use (Maltese 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 – Booths shall measure at least 1.6m x 1.6m x 2m, have ventilation and be complete with interpretation units of microphones and headphones
- 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 XP or Windows 7, Internet Explorer and Adobe Reader at least 10 or higher and a QWERTY Keyboard
- LCD or Plasma Screens - 40" or larger
- Microphones for Speakers and Delegates 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.

- 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
- 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
- Recording Facilities – a recording of the proceedings shall be made available on a DVD not later than 48 hours after the end of the Event
- 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 must 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
- Writing Pads and Pens for Delegates 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.

Any changes in quantities of the ordered technical equipment will 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 for use during the Meeting without this constituting a breach of contract.

1.2.3. CATERING REQUIREMENTS

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 Delegates*

Water will be provided for the Delegates in the Meeting Rooms. One large bottle will be made available for each 2 delegates, 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*

Coffee Breaks will include the serving of Tea, Coffee, Water, Orange Juice including the provision of Milk, Sugar and Lemon and:

Option 1: Biscuits

Option 2: Muffins

- *Stand up or Seated Buffet Lunches*

Buffet Lunch shall include a selection of cold and hot starters (at least 6 including vegetarian) and main dishes (at least 3 including meat, fish and vegetarian), a pasta dish, a selection of desserts (at least 2) and fruit.

- *Working Lunches (to be served within the Conference Hall)*

Working Lunch will 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 are also to be offered.

Finger Food Reception

The Reception Menu is to include at least 12 varied cold and hot items (Meat, Fish and Vegetarian) and is to last approximately two hours.

- *Gala Dinner*

Options for the Gala Dinner will be a three or four course plated Menu decided beforehand together with officials from EASO. It will include a Starter, 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 is also to 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 Dinners.

- *Welcome Drink Package*

The Welcome Drink Package to be served before Dinner will include a welcome drink and at least 2 varieties of canapés.

- *Beverage Package (Lunch)*

The Beverage Package to be served during Lunch will include Natural and Sparkling Water and at least 3 varieties of Soft Drinks together with Tea and Coffee (including the provision of Milk, Sugar and Lemon)

- *Beverage Package (Dinner)*

- *The Beverage Package to be served during Dinner shall include Natural and Sparkling Water, Red and White Wine and Coffee.*

- *Wine Package on Consumption Basis*

White and Red Local Wine will be available.

Any Food Intolerances and Allergies (Lactose, Celiac, Seafood etc) will be communicated one week before the event and shall be catered for accordingly.

The exact number of delegates expected for the Meeting 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 have to be approved in writing by an EASO Officer one week before the event.

1.3. CONTRACT MANAGER

The services shall be performed under the responsibility and supervision of the contractor.

The contractor shall appoint a contact person/supervisor who is required to have at least 5 years' experience in high profile event organisation services and a good working knowledge of English (at least B2 level¹).

The supervisor will be responsible for the overall Operations of each event in coordination with EASO's designated representative. The supervisor shall allocate tasks to the necessary human resources for the smooth operations of any event, namely Technicians, Cleaners, Receptionists, Security Officers and other Support Staff.

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

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

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

¹ 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>

2. THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

EASO envisages awarding a framework service contract for the provision of events organisation services.

The Framework Contract involves no direct commitment and, in particular, does not constitute orders per se. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EASO and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through “order forms” concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place EASO under any obligation to place an assignment. The Framework Contract 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 contract 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 October 2013. However the execution of the tasks may not start before the framework contract and the order form have been signed by both parties.

The duration of the tasks shall not exceed 24 (twenty-four) months.

The period of execution of the tasks specified in the contract may be automatically renewed one time for a period of 24 months unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the contractual period.

2.3 ESTIMATE OF THE MAXIMUM BUDGET

The estimated total maximum budget is EUR 120.000 for a period of four years. This figure is only indicative and is not in any way binding on EASO.

2.4 PLACE OF PERFORMANCE

The place of performance of the tasks shall be the venue's premises or any other place indicated in the tender, unless agreed otherwise in writing by the parties.

2.5 IMPLEMENTATION OF THE CONTRACT

The services within a given period of time will be ordered by EASO through Order Forms governed by the terms and conditions of the Contract.

For each event a request for services will be submitted via email/fax by EASO to the contractor, with an advance notice of approximately 1 to 3 months before the starting date of the meeting/event. The request for services will specify:

- The Date and timing of the Event

- The details of the Meeting Halls required
- The maximum quantities of necessary equipment
- The Catering Services required according to the Agenda for the event
- The maximum number of delegates

Within 5 working days of a request for services being sent by EASO to the contractor, EASO shall receive back the completed order form, duly signed and dated.

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

The actual number of delegates attending the meeting, lunches and dinners will be confirmed by EASO not later than 72 hours before the start of the event.

The actual quantities of the required technical equipment will be confirmed by EASO not later than 5 working days before the start of the event.

2.6 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 2).

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 delegates 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.

- Within 1 working day of the conclusion of each event, the contractor shall communicate in writing to EASO's contact person the consumed number of bottles of water and/or wine and the number photocopies and print outs. These numbers must be accepted in writing by EASO, before the submission of the invoice by the contractor. Only the actual number of the above mentioned items consumed and accepted in writing by EASO shall be invoiced by the contractor.

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

2.7 GUARANTEES

Not applicable.

2.8 LIABILITY

2.8.1 *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 shall 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.

2.8.2 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 authorisation 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.

2.9 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 shall 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.

3. THE PROCUREMENT PROCEDURE

3.1 PREPARATION AND SUBMISSION OF THE TENDER

3.1.1 *Preparation of the tender*

3.1.1.1 General

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

Tenders must be written in one of the official languages of the European Union.

Tenders must include the following information:

- all the information and documents requested by EASO in order to assess the tender;
- the price in euros;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form (annex 3.1.1.), and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

If this is not included, the tender may be excluded from the procedure for the award of the contract.

Since tenderers 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.

3.1.1.2 Content of the tender

3.1.1.2.1 Section One: Administrative proposal

Eligibility documentation

The competition is open to any physical person or legal entity coming from countries within the EU and any other physical person or legal entity from a third country that has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the European Union in the area of public contracts must be allowed, under the conditions provided for in that agreement.

To identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

The **Legal Entity Form**² is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

² This form is available at:

The **Financial identification**³ 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.

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 shall 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 shall be aware that, in case the tenderers are awarded the contract, EASO will 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**⁴, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages subcontracting, the tender must include:

- a **document**⁵ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;

http://europa.eu/comm/budget/execution/legal_entities_en.htm

³ This form is available at:

http://europa.eu/comm/budget/execution/ftiers_en.htm.

⁴ Annex 3.1.3

⁵ To be provided in free format

- a **letter of intent**⁶ 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 framework service contract.

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**⁷, 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 applicable to the general budget of the Union⁸ (hereinafter 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 the 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 application of the Financial Regulation⁹ (hereinafter the rules of application).

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 shall 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

⁶ See Annex 3.1.2.

⁷ See Annex 3.2.

⁸ A copy of the Financial Regulation applicable to the general budget of the Union, including its rules of application is available at: <http://ec.europa.eu/budget/library/biblio/publications/finreg/KV3112815ENC.pdf>

⁹ Available at: <http://ec.europa.eu/budget/library/biblio/publications/finreg/KV3112815ENC.pdf>

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 Form (annex 3.3.1)**, 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.

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:

- a list of the main high profile events hosted by the Contractor over the past three years, with dates, type of the services provided, number of participants and clients, whether public or private, using the template in annex 3.3.2 "Contract Reference Form".

b) Evidence for selection criterion 2.2:

- At least 2 CV's in europass format of a supervisor/Contract Manager meeting the requirements indicated in section 1.3.

<http://europass.cedefop.europa.eu/europass/home/vernav/Europasss+Documents/Europass+CV/navigate.action>

3.1.1.2.2.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 the offer conformity. 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.

Tenders shall elaborate on all points addressed by these specifications using annex 3.4.1 "Technical Proposal Form".

3.1.1.2.3.Section Three: Financial proposal

Financial award criteria documentation

Tenderers must use the financial proposal form (Annex 3.4.2) and the weighting table for financial evaluation (Annex 3.4.3) to formulate their financial proposal.

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices shall 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 for the first period of 12 months laid down in the contract. From the second period of execution of the tasks, as at each renewal, the amount may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the anniversary of the date on which the contract was signed.

The revision shall be determined by the trend in the harmonised consumer price index published by the Publications Office. This index is published in the monthly bulletin of the Statistical Office of the European Communities (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the Euro: Statistics).

Where necessary, the price revision shall be calculated as follows:

$$\mathbf{Ar = Ao \times (Ir/Io)}$$

Ar - revised total amount.

Ao - total amount of the original bid or the previous contract.

Io - monthly index of the date of expiry of the validity of the bid.

Ir - monthly index of the date on which the request for price revision was received.

- For the required services within the framework contract, the tenderer must specify the all-inclusive net unit prices;
- Reimbursable expenses are not foreseen.
- Tenderers must use the price reference table enclosed to formulate their financial proposal (Annex 3.4.2 "Financial Proposal Form" and Annex 3.4.3 "Weighting table for financial evaluation"). The unit prices indicated in the Financial Proposal Form (Annex 3.4.3) shall correspond exactly to those offered in the Weighting table for Evaluation (Annex 3.4.2). In case of discrepancies the unit prices of the Financial Proposal Form (Annex 3.4.2) shall prevail.

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.

3.1.1.3 Form of the tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Procurement and Contracts Sector and marked "*Invitation to tender No EASO/2013/121*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial proposal must be submitted, in duplicate (one set of originals and one set of copies).

3.1.2 Submission of the tender

3.1.2.1 General terms and conditions for submission

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

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

The tenderer's bid, in conjunction with the technical specifications, shall be an integral part of the contract and will constitute annexes to the contract.

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

EASO shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are not allowed.

The offer must remain valid for a period of 9 months following the final date for submitting tenders (see below). During this period, tenderers must maintain all the conditions of their bids.

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

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision must be substantiated and the tenderers notified.

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

3.1.2.2 Requirements for submission

Tenders may be:

- a) either sent by registered mail, posted no later than 16/09/2013, (date as postmark); to the following address:

*European Asylum Support Office (EASO)
Invitation to tender No: EASO/2013/121
General Affairs and Administration Unit
Procurement and Contracts Sector
MTC Block A, Winemakers Wharf,
Grand Harbour Valletta, MRS 1917, Malta*

- b) or sent by courier services, no later than 16/09/2013 (date of deposit slip), to the following address:

*European Asylum Support Office (EASO)
Invitation to tender No: EASO/2013/121
General Affairs and Administration Unit
Procurement and Contracts Sector
MTC Block A, Winemakers Wharf,
Grand Harbour Valletta, MRS 1917, Malta*

- c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Malta time on 16/09/2013, (date of acknowledgement of receipt by EASO) to the address mentioned above.

Tenderers shall observe precisely the above indications in order that tenders reach their specified destination in due time.

Evidence of timely submission by post or courier service will be constituted by the date of the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late submission 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. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

3.2 CONTACT BETWEEN THE TENDERER AND EASO

In principle, no contact is permitted between EASO and the tenderers during the contract award procedure:

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

Such requests for further information may be made only in writing with the subject indication, « *EASO/2013/121* » to the following e-mail address:

CONTRACTS@easo.europa.eu

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

Insofar as it has been requested in good time, the questions raised and the additional information provided by EASO will be published on the website at:

<http://easo.europa.eu>

All tenderers are advised to take note of the fact that no additional information will be sent (neither by post nor by e-mail) regarding new information that has become available. Therefore, all tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

Similarly, contact may in exceptional circumstances be made on EASO's initiative:

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

Please note that in any event such contact may not result in a modification of the terms of the bid. In case EASO deems it appropriate to provide additional information it will be published on the website mentioned above.

3.3 OPENING OF THE TENDERS

Tenders will be opened at 15:00 on 23/09/2013 at the following location:

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

A representative of each tenderer may attend the opening of the bids. Tenderers wishing to attend are requested to notify their intention by sending an e-mail at least 2 working days in advance to the above-mentioned e-mail address. This notification must be signed by an authorised representative of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

3.4 EVALUATION OF THE TENDERS

The evaluation will be based on each tenderer's bid. In addition,

EASO reserves the right to use any other information from public or specialist sources.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

1. to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
2. to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
3. to evaluate on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages.

Stage 1 – application of exclusion criteria

In accordance with Articles 106 and 107 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form¹⁰.

Furthermore, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information (criteria h) or fall into one of the situations as specified under criteria a) to f).

Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated in section 3.1 – Selection criteria documentation.

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Average annual <u>turnover exceeding EUR 120.000</u> , for the past three years (2010, 2011 and 2012 figures).
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 Experience in organising at least 20 high profile national or international conferences/events over the past 3 years.
2.2 Having at least 2 service managers who meet the minimum requirements indicated in section 1.3.

¹⁰ See annex 3.2.

A consolidated assessment shall be made for joint offers (all members of the consortium together) and in case of subcontracting (tenderer plus subcontractor) to the extent that those entities put their resources at the disposal of the tenderer for the performance of the contract, as evidenced by a clear undertaking on the part of those entities.

Stage 3 - application of award criteria

The contract will be awarded to the tender presenting the Lowest Price provided it is conform to the technical specifications for this tender. Non complying tenders will be rejected.

For the purpose of evaluation the Weighting Table for financial evaluation (annex 3.4.3) will be used for the weighting of the prices offered in the Financial Proposal form (annex 3.4.2).

The weightings are based on the estimated usage of the services. Quantities indicated in the tables of annex 3.4.3 are only indicative and not binding in any way the Contracting Authority. These quantities are based on an estimation of the consumptions during the total maximum duration of the contract including its renewal (48 months) 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 Annex 3.4.3 – Weighting table for financial evaluation.

Price Award criterion	
	Total NET weighted price = Total Net Price Table 1 + Total Net Price Table 2 + Total Net Price Table 3

Tenders presenting a total weighted price superior to the maximum amount of 120.000 € will be excluded from the rest of the assessment procedure.

3.5 AWARD OF THE CONTRACT

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.

If a written request is received from any non-successful tenderer, EASO will inform the tenderer of the reasons for their lack of success and of 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.

The procurement procedure may be concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to below shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

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.

During the standstill period, EASO will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in 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:

- 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(1) 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;
- EASO shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 106(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- 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.
- 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 tender. 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.
- 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.
- 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.

4 ANNEXES

1. TECHNICAL DOCUMENTATION

NOT APPLICABLE

2. CONTRACTUAL DOCUMENTATION:

DRAFT FRAMEWORK CONTRACT

3. PROCUREMENT DOCUMENTATION

3.1 ELIGIBILITY DOCUMENTATION

3.1.1 IDENTIFICATION OF THE TENDER

3.1.2 SUBCONTRACTOR LETTER OF INTENT

3.1.3 POWER OF ATTORNEY

3.2. EXCLUSION CRITERIA DOCUMENTATION: EXCLUSION CRITERIA FORM

3.3 SELECTION CRITERIA DOCUMENTATION

3.3.1 FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM

3.3.2 CONTRACT REFERENCE FORM

3.4 AWARD CRITERIA DOCUMENTATION

3.4.1 TECHNICAL PROPOSAL FORM

3.4.2 FINANCIAL PROPOSAL FORM

3.4.3 WEIGHTING TABLE FOR FINANCIAL EVALUATION

4. CHECK LIST OF DOCUMENTS TO BE SUBMITTED