



STANDARD SUBMISSION FORMS

Open Procedure
No. EASO/2015/271

Title: Framework contract for the provision of event organization services

Form 1

Identification of the Tenderer

Identity	
Name of the Tenderer	
Legal status of the Tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address	
Address of registered office of Tenderer	
Where appropriate, administrative address of Tenderer for the purposes of this invitation to tender	
Contact Person	
Title (e.g. Dr, Mr, Ms)/Surname: First name: Position (e.g. manager): Telephone number: * E-mail address: (* for communication under this tender procedure including the outcome/see point 12 of the Invitation to tender)	



Legal Representatives	
Names and function of legal representatives and of other representatives of the Tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:



Form 2

POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,
HEREBY AGREE AS FOLLOWS:

(1) In case the European Asylum Support Office (EASO) awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(2) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the Office for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the Group Members designate Company X as **Group Leader**. [*N.B.: The Group Leader has to be one of the Group Members*]

(4) Payments by the Office related to the Supplies or the Services shall be made through the Group Leader's bank account. [*Provide details on bank, address, account number, etc.*].

(5) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:



- (a) The Group Leader shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the Office in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the EASO, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the EASO's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the EASO in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the EASO's consent.

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company



Form 3

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP
MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,
HEREBY AGREE AS FOLLOWS:

(1) In case the European Asylum Support Office (EASO) awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(2) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the Office for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(4) Payments by the Office related to the Supplies or the Services shall be made through the Group's bank account. [*Provide details on bank, address, account number, etc.*].

(5) The Group Members appoint Mr/Ms as **Group Manager**.

(6) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:



- (a) The Group Manager shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the Office in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the EASO, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the Office's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the EASO in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the EASO's consent.

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company



Form 4

SUBCONTRACTING FORM by Tenderer

Please indicate (by ticking the appropriate box) whether the Tenderer intends to subcontract all or part of the performance of the Contract, if awarded.

- YES, the Tenderer intends to subcontract all or part of the performance of the Contract, if awarded.
- NO, the Tenderer does not intend to subcontract all or part of the performance of the Contract, if awarded.

If YES, please specify which parts of the Contract, and the name and address of any subcontractor(s). In each case of subcontracting please specify the roles, activities and responsibilities of the proposed subcontractor(s) and the reasons why subcontracting is envisaged.

Description	Percentage of the contract	Subcontractor
	%	Name: Address:
	%	Name: Address:



Form 5

Subcontractor / Letter of Intent

EASO/2015/271

The undersigned:

Name of the company/organisation:

Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to *[name of the tenderer]*.

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.18 in relation with checks and audits.

Full name

Date

Signature

.....



Form 6
LEGAL ENTITY

To be downloaded from:

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

Please attach the necessary supporting documents as required (see instructions in the file).

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the Financial Identification Form.



Form 7

FINANCIAL IDENTIFICATION FORM

To be downloaded from:

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



Form 8

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

The undersigned *(insert name of the signatory of this form)*:

in *[his][her]* own name *(for a natural person)*

or

representing the following legal person: *(only if the economic operator is a legal person)*

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that *[the above-mentioned legal person][he][she]* is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's budget.



- *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-making or control¹ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
- declares that [the above-mentioned legal person][he][she]:
 - g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties² if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, 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.

¹ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

² As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation



If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature



<p>Form 9</p> <p>FINANCIAL PROPOSAL</p> <p>(see EXL file attached)</p>

Instructions:

- Please use **ONE financial proposal form for each lot** you wish to bid;
- Please fill **ALL** grey cells in the table “Price list”; the tables in the “Weighting table” will be automatically populated;
- Print, sign and date every page of your financial proposal;
- Kindly note that it is the tenderer’s responsibility to check that all the cells are filled in and that the total amounts are correct.

For the purpose of evaluation the Weighting Tables will be used for the weighting of the prices offered in the Price Lists.

The weightings are based on the estimated usage of the services.

Quantities indicated in the weighting tables are only indicative and not binding in any way on the Contracting Authority. These quantities 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.

The Total Net weighed Price per lot will appear in the third excel screen of the Financial Proposal Form.



Form 10

TECHNICAL PROPOSAL FORM

For LOT 1 - Please provide:

1. A detailed description of how the Contractor will 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. The event shall require: venue and equipment hire, technician and catering services.
2. A description of the response times for providing quotes for each of the requested services: proposing and booking meeting venues, catering and technical services.
3. A detailed description of the Contractor's proposal of 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). All Menus should include Vegetarian options and options for gluten-free and lactose-free diets.
4. A detailed description of how the Contractor will 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).

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.

Please attach papers as necessary and kindly date and sign the technical proposal form.



For LOTS 2 – 6 - Please provide:

1. A detailed description of how the Contractor will 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. The event shall require venue and equipment hire, technician and catering services, flights for delegates as well as accommodation and transportation services.
2. A description of 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.
3. A detailed description of the Contractor's:
 - (i) procedure to propose a selection of adequate hotel accommodation as outlined in section 1.4.4;
 - (ii) procedure to propose good quality itineraries in terms of mode of transportation, price, trip duration, airport waiting time and overall feasibility.
4. A detailed description of:
 - (i) how the Contractor will react to travel disruptions and what contingency plans will be put in place;
 - (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)

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.

Please attach papers as necessary and kindly date and sign the technical proposal form.



Form 11

Financial and Economic Capacity Overview Form

Financial and Economic Capacity Overview			
Currency : <i>EURO</i>	Figures (<i>ooo</i>)		
	2012 (or 2011-12)	2013 (or 2012-13)	2014 (or 2013-14)
Total Balance Sheet			
TRADE DEBTORS <i>Amounts due by commercial customers</i>			
CAPITAL and RESERVES (Equity) <i>Amounts owned by the company</i>			
TRADE CREDITORS <i>Amounts due to commercial suppliers</i>			
SHORT TERM DEBT			
LONG TERM DEBT			
LIQUIDITY <i>Bank accounts, cash at hand</i>			
<u>About PROFIT & LOSS</u>			
TURNOVER			
ORDINARY RESULT			
EXTRAORDINARY RESULT			
INCOME TAX			
NET RESULT			

You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures. Comments: In case of negative equity or losses, please explain how the future of the organization will be ensured.



Form 12

Technical/professional capacity of the tenderer

Please attach evidences for selection criteria 2.1, 2.2, 2.3 and 2.4 for the pertaining lots