



## **EIGE/2012/ADM/01 OPEN PROCEDURE**

### **TENDER SPECIFICATIONS**

#### **Framework contract Provision of Travel, Accommodation and Related Services**

The purpose of these Tender Specifications are:

- to give instructions and guidance to tenderers about the nature of the Offer they will need to submit and,
- to serve as the Contractor's mandate during project implementation.

These Specifications ensure that the project will be properly conceived by the Contractor, that the work is carried out on schedule and that resources will not be wasted.

The Tender Specifications will become integral part of the contract that may be awarded as a result of this tender.

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# 1 TECHNICAL SPECIFICATIONS

## INTRODUCTION

The European Institute for Gender Equality (EIGE) is a regulatory agency of the European Union and was created by Regulation (EC) No 1922/2006 of the European Parliament and of the Council of 20 December 2006. The overall objectives or long-term effects of EIGE's work are defined in the Regulation as:

*To contribute to and strengthen the promotion of gender equality including gender mainstreaming in all Community policies and the resulting national policies, and the fight against discrimination based on sex, and to raise EU citizens' awareness of gender equality.*

This European agency is located in Vilnius, Lithuania, and supports the Member States and the European institutions (in particular the European Commission) in their efforts to promote gender equality, to fight discrimination based on sex and to raise awareness of gender issues.

To contribute to the implementation of the above-mentioned tasks, EIGE (awarding authority) launches this call for tender with the intent to conclude a framework contract with a professional service provider in the organisation of travel, accommodation and other related arrangements.

The Institute's structure is:

- Management Board of eighteen representatives from the Member States (as well as the same number of alternate members).
- the Experts' Forum of experts (and their alternates) from each Member State,
- the Director,
- the staff of around 50 persons.

## CONTRACT OBJECTIVES: DESCRIPTION OF SERVICES

EIGE seeks to procure services by an experienced, professional and customer-oriented service provider on travel related arrangements for its staff and invited experts, across Europe and beyond. The services shall be rendered with reference to EIGE's internal rules and procedures, EIGE Mission Guide and Rules for reimbursement of experts invited by EIGE.

The tender will result in a framework service contract concluded with a single provider for a maximum duration of one year, with possible renewal up to three times.

The services shall include the following (the below listing being non-exhaustive):

- provision of any information deemed necessary and the organisation of EIGE staff and external experts' travel, individual or in groups (itineraries, schedule, different travel options, flight availability, airline companies, prices, including "low cost" air fares);
- issuing of transport tickets (air, rail, sea) for the most cost effective and convenient trips at the best available market price;
- Provision of accommodation at the best possible rates issuing the hotel vouchers and any other service related to accommodation, also in connection to venues of meetings organised by EIGE or by other parties;

- provision of prompt and reliable technical assistance to EIGE staff acting as liaison with any third party involved in an organised event;
- upon EIGE's request, production of detailed statistics, reports , listing all the transactions carried out;
- the contractor is required to analyse the market on an on-going basis and on the basis of the most frequently used destinations and to provide to EIGE any feedback.

### **1.1.1 General**

The contractor's services covered by this specification must be provided in strict accordance with the national legislation of the country where the tasks are performed and with the relevant European and international standards.

The contractor shall provide as soon as possible to EIGE staff going on missions or to invited external experts all the necessary services related to the organization of a given trip, such as useful information relating to it, in particular time schedules, different flight options and possibilities to combine a flight with other means of transport, any formalities to be fulfilled, prices, addresses of the booked hotels, suggestions for good hotels at reasonable prices in the destination place, etc.

The contractor will apply the shortest travel time and the lowest rates available on the market at the time of the reservation, taking into account the reservation class and conditions of flight authorised in accordance with EIGE internal rules. The contractor will ensure that EIGE is able to take full advantage of special offers or preferential rates negotiated and will notify of such arrangements.

The services are to be provided in the contractor's premises.

The coordination of services on EIGE's part will be through persons dedicated to this task by EIGE. For receiving EIGE's requests the contractor will assign contact person(s).

The contractor must confirm final reservations and the corresponding prices to the dedicated persons by any written means of communication. Prior to acceptance of each order the contractor must get clarification from the dedicated person as to whether any part of the trip is for private purposes. Under no circumstances may the private portion of a trip be invoiced to EIGE.

For travel to events organized in the context of the EIGE's activities, EIGE will submit the date and venue, the expected/suggested plan of arrivals and departures, a list of passenger names.

### **1.1.2 Issuing tickets**

#### ***Air tickets***

The contractor shall book flight tickets according to the above mentioned rules and the traveller's schedule.

Service to be provided within 24 hours of a request from the dedicated persons of EIGE specifying name, itinerary, dates, if any part of the travel is for private purposes.

Upon each EIGE's request the contractor shall send to EIGE at least 3 quotations for air tickets favourable in terms of itinerary, schedule and price. Preference should also be given to the scheduled flights over charter flights. Reply to be communicated via e-mail to the dedicated person(s) and passenger.

EIGE will confirm the chosen travel arrangements without delay to allow the contractor to issue the transport ticket.

Communication shall take place during EIGE staff's usual working hours, i.e. between 09:00 and 17:30, although may be necessary outside this time. The list of EIGE holidays is appended to these Tender Specifications.

The contractor is to issue tickets in a timely manner.

For environmental and cost reasons, e-tickets are to be prioritized. Paper tickets, if applicable, should be deposited without additional charges and available for collection at the agreed point of departure.

The contractor will send to the EIGE contact and/or an address indicated by the latter electronic links for no-line check.

The ticket offer should clearly define the following:

- a. final date of issue (re. price quote)
- b. detailed itinerary including changes, transfers etc.;
- c. hours of departure and, arrival, including changes, transfers etc.;
- d. flight ticket economy class by default;
- e) luggage conditions;
- f) cancellation fees/refundable.

For information purposes, the internal rules governing air travel, are as follows:

- first/business class travel is the exception, subject to prior authorisation by EIGE;
- travel for any segment made up of one actual and continuous flight of less than four hours' duration is to be booked in economy class;
- travel involving at least one actual and continuous flight segment of at least four hours is to be booked in business class.

### ***Rail/sea tickets***

The contractor shall book tickets according to the aforementioned rules. Where possible, tickets should be electronic. Otherwise, they should be deposited at the train stations of the participants' countries or sent to the participants prior to departure.

Railway ticket – first class as a rule.

### **1.1.3 Accommodation arrangements**

Upon the request by the EIGE's dedicated person, the contractor should identify suitable hotels of good quality and submit a proposal presenting the relevant features of the chosen hotels.

Unless requested to the contrary, the contractor will support the costs of the hotel or accommodation directly with the hotel and invoice these costs to EIGE. In cases where hotels do not accept such billing, the staff member going on mission will settle the costs directly with the hotel.

The contractor shall arrange hotel accommodations based on the following criteria:

- The hotel category: recommendable 4-star (3-star in exceptional cases);

- The hotel price: up to the price threshold allowed under EIGE Mission Guide for each country;
- Hotel location: with good access to public transport and within easy reach from the airport and the venue of the mission.
- Requests for accommodation could be linked to a particular hotel in case the latter is the venue of an event.
- The contractor should transmit the rooming list to the hotel and review hotel invoices (hotel attendance lists against the contractor's lists) to ensure that it meets the financial arrangements and the actual nights of accommodation.
- As a rule, accommodation is in standard single non-smoking room. Upon request, rooms equipped for people with disabilities. Smoking room option should be provided at request. Double rooms will be booked only upon request.
- Additional expenses, such as minibar, pay-TV, phone calls, hotel bar etc. have to be covered by the traveller and will not be paid by the Institute.

#### **1.1.4 Additional services**

##### ***Transfers from/to airport/train station***

Where required, the contractor should organise airport/train station transfers. In these cases, travellers are to be met at the arrival hall by a courteous, professionally dressed, English speaking staff, with a proper identification placard.

The car should be a good quality 5-door car with enough space to accommodate luggage, good air conditioning. Option for disabled traveller should be provided upon request.

Necessary contacts with airports/railway stations to check for arrival/departure delays are to be done to avoid extended waiting times for both passengers and drivers.

##### ***Shuttle service***

Shuttle service by bus or car/taxi may be required, e.g. during events, from and to meeting venue/hotel/restaurant/any other location.

#### **1.1.5 Other requirements**

- The contractor shall ensure the service by fulfilling the basic requirements like responsiveness until travel ticket is issued, bookings checked for the shortest travel time at the lowest fare applicable, ensure the benefit by EIGE from any negotiated preferential tariffs on a non-exclusive basis with airlines or hotels, accuracy of tickets and itineraries, accuracy of accounting documents and rebates.
- The contractor will immediately inform EIGE about changes in the scheduled flights as well as any significant circumstances that can incur changes in the scheduled flights, e.g. planned strikes, or any new operating carriers as well as any particular discounts/offers proposed by carriers.

- At EIGE request, the contractor must supply detailed analytical information on the provided and invoiced services (relating to tickets, hotel bookings etc.), and management statistics, (for example, breakdown of the contract turnover by means of transport and/or services, by airline, etc.).
- The contractor shall be in a position to provide the requested services during the working week (Monday through Friday 08:00-18:00). Flexibility during weekends and public holidays would be appreciated.
- The contractor must deal with e-mails in a manner and within a timeframe that does not disrupt the smooth execution of missions.
- In the event of cancellation, postponement or alteration of a reservation, the contractor will be informed immediately in writing via e-mail.  
In case of cancellation at a short notice or modification of a mission, the contractor should provide the best option to facilitate fulfillment of the mission and should endeavor to minimize any penalties incurred by EIGE.
- Penalties regarding any additional costs arising out of negligence directly attributable to the contractor will be borne by the latter.
- Data Protection issue: any personal data included in the contract shall be processed by the contractor pursuant, in particular Article 23, to the Regulation (EC) N° 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.  
The contractor shall limit access to EIGE personal data (staff, experts) to its staff strictly necessary for the performance, management and follow-up of the contract.

### **1.1.6 Staff to be provided by contractor**

A high level of professionalism and customer-orientation is required. The number of staff assigned for the provision of the services shall be sufficient in order to respond to EIGE requests in a prompt and timely manner. In this regard, tenderers shall clearly detail in their offer how the staff appointed will be able to ensure adequate quality of services.

The minimum language knowledge of the staff assigned to supplying the services must be such as to enable them to communicate easily with EIGE. The contractor is required to demonstrate a good knowledge of English, the working language of EIGE.

The contractor must obtain from all its staff assigned to this contract an undertaking to treat in confidence any information coming to their knowledge in the performance of their duties, and to continue to do so after they have ceased working on the contract.

The contractor must at all times be able to prove that its staff meet all the requirements of the legislation applicable in the country in which the services are provided.

EIGE will monitor the project in technical and administrative terms. The contractor should report immediately to EIGE in writing any problems it encounters.

### **1.1.7 Technical arrangements**

The contractor must have equipped offices and appropriate infrastructure ready to function. EIGE

reserves the right to ask for proof concerning this point, including carrying out tests or site visits.

The contractor is required to have technical arrangements that enable to provide all the services in a highly professional manner, and secure reporting tools for both telephone and e-mail.

The contractor must install or have available telephone and e-mail lines dedicated to EIGE and terminals linked to carriers' (air, rail, sea) or other suppliers' reservation systems. The types of systems available are to be specified in the tender.

EIGE reserves the right to refuse to allow the use of any system which does not guarantee the planned services or the expected level or security.

### **1.1.8 Estimated amount of work involved**

The budget for the services to be undertaken is estimated at 100.000-150.000 EUR per year. This contract is not divided into Lots; the contractor must be in a position to provide all services requested.

Purely for information purposes, expenditure during 2011 was around:

- Administrative and Operational missions 85.000 EUR,
- Management Board meetings 20.000 EUR
- Experts' Forum meetings 20.000 EUR
- Experts invited and centrally organised by EIGE 20.000 EUR

## 2 THE TENDER

### SUBMISSION OF THE TENDER

Participation in this tender (including each member of a consortium and sub-contractor if applicable) is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons who are nationals of a third country which has a special agreement with the European Union in the field of public procurement. This procurement procedure is not opened to the tenderers from GPA countries.

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.

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. 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 mailing.

The tender must remain valid for a period of **6 months** following the closing date for receipt of the tenders. The offer will remain valid for all renewals. Upon renewals of contracts, EIGE 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 EIGE.

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 EIGE 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 the Tender 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 the performance of the contract. Once EIGE has accepted the tender, it shall become the property of EIGE and shall be treated confidentially.

EIGE 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 EIGE decides not to award the contract.

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

### OPENING OF TENDERS

Tenders are opened by a committee appointed on a personal basis by EIGE 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 on  
**07/03/2012, at 14:30 EET (Vilnius time)**  
at the following location:

European Institute for Gender Equality Švitrigailos str. 11M, 03228 Vilnius, Lithuania
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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: [procurement@eige.europa.eu](mailto:procurement@eige.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.

### **CONTACTS between EIGE and the Tenderer**

In principle, no contact is permitted between EIGE and the tenderer during the tendering procedure. However, contacts may exceptionally be permitted – these cases are specified in the letter of Invitation to tender.

Under the conditions described above, further information can be obtained by sending an e-mail to: [procurement@eige.europa.eu](mailto:procurement@eige.europa.eu)

Provided it has been requested in good time, such additional information will be made accessible simultaneously to all economic operators on the Internet address <http://eige.europa.eu>. EIGE is not bound to reply to requests for additional information made less than five working days before the deadline for receipt of tenders.

EIGE 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 Internet address: <http://www.eige.europa.eu/content/procurement>

During assessment procedure, the Institute 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.

### **CONTENT OF THE TENDER**

The tender must contain all the information and all the supporting documents required by the Tender Specifications. In the absence of the required information or documents, EIGE may disqualify the bid. EIGE reserves the right, however, to request, for evaluation or verification purposes, additional evidences in relation to the bid submitted within a time-limit stipulated in its request.

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

Tenders can be submitted in any official language of the European Union, if possible, in English, the working language of EIGE.

The tender must be signed and include:

**A. Covering letter** signed by the tenderer or his/her duly authorised representative

**B. Standard Submission Forms (SSF) as annexed to these specifications**

**C. Five sections:**

- **Section One:** Administrative information,
- **Section Two:** Documents related to the Exclusion criteria
- **Section Three:** Documents related to the Selection criteria
- **Section Four:** Technical offer addressing technical specifications and award criteria
- **Section Five:** Financial offer

### **2.1.1 SECTION ONE: ELIGIBILITY CRITERIA – ADMINISTRATIVE INFORMATION**

The Tenderer must provide the following identification documentation:

- Legal entity Form  
The legal entity form is to be signed by a representative of the Tenderer authorised to sign contracts with the third parties. This form (individuals, private entities or public entities) is available at:  
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)
- Financial identification Form  
The **bank identification form** must be filled in and signed by an authorised representative of the Tenderer and his/her bank. A standard form is available at:  
[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

**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 notified to EIGE immediately in writing. If the conditions for performance of the contract are no longer guaranteed as a result of these changes, EIGE reserves the right to terminate the contract.

In addition, the tenderer shall include into the offer an adequate proof of possessing the necessary authorisation to perform the activities requested in the tender (e.g. IATA licences specific to the performance of the contract, a certificate from the local authorities governing travel agencies so as to assure EIGE that the contractor is ready to begin activities in accordance with the relevant legislation).

### Joint Offers

A joint tender is a situation where an offer is submitted by a group of tenderers (consortium). If awarded the contract, each member of the consortium will be jointly and severally liable towards EIGE for the performance of the contract.

A consortium can be a permanent, legally established grouping or a grouping which has been constituted for this tender procedure.

Consortium members in joint tenders may submit only one tender for a single contract. All members of the consortium shall sign the tender or one of the consortium members which is designated as the representative authorised to undertake commitments on its behalf (copy of the authorisation must be provided with the offer).

The tender must indicate which member (lead consortium partner) will represent the consortium in dealing with the contracting authority. The tender must describe the form the cooperation is to take in order to achieve the desired results and how technical, administrative and financial aspects will be organised.

If the tender does not mention that all members are jointly and severally liable, all other parties included in the tender than the party signing the tender (Tenderer) will be considered subcontractors.

In case of submission of a joint offer, the Tenderers are asked to fill in and duly sign one of the **Powers of attorney** attached in the SSF depending on the set up that has been chosen by the tenderers, and specify who has been appointed by the others as the group leader.

In case of a joint offer, only the group leader must return the financial identification form.

### Subcontracting

Subcontracting is the situation where the contractor in order to implement the contract, enters into legal commitments with other legal or natural persons for performing part of the service (in particular, any work performed by a person who is not an employee of the tenderer will be considered as subcontracted).

The contractor shall remain bound by his obligations to EIGE and shall bear exclusive liability, sole and fully responsibility for the performance of the contract. EIGE has no direct legal relationship with the subcontractor(s).

If the tenderer envisages subcontracting, the tender must include, using models in Standard Submission Forms:

- a **subcontracting form** by tenderer clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent** 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 of the contract.

The tenderer must indicate clearly in their methodology, which parts of the work will be subcontracted.

The main contractor retains full liability towards the Institute for performance of the contract as a whole. Accordingly:

- EIGE 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 EIGE on the grounds that the subcontractor is at fault.

In case subcontractors are identified before submission of the offer, all considerations concerning exclusion and selection criteria that apply to subcontractors must be included in the offer. Prior written approval from EIGE is necessary in order to replace a subcontractor and/or have work which was not mentioned as subcontracted in the original tender carried out by third parties.

In case the identity of subcontractors is not known at the time of submitting the offer, any future subcontract may be awarded according to the provisions of the contract.

## 2.1.2 SECTION TWO. EXCLUSION CRITERIA DOCUMENTATION

**A.** Tenderers (including consortium members in case of a joint offer and subcontractors in case of subcontracting) or their representatives, shall provide a **Declaration on honour**, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the SSF;
- undertake to submit to EIGE any additional document relating to the exclusion criteria, that the Institute considers necessary to perform its checks .

By returning the above-mentioned Declaration, duly signed, Tenderers confirm that they have been notified of the following points:

- Administrative or financial penalties may be imposed by the Institute on Tenderers who are in one of the cases of exclusion provided for in Articles 93 and 94 of the Financial Regulation after they have been given the opportunity to present their observations.
- These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for implementing the Financial Regulation (2342/2002/ of 23.12.02).

**B.** The tenderer to whom the contract is awarded shall provide, within 15 days following the receipt of the electronic copy of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidences confirming the statements referred to in the Declaration.

EIGE will accept, as satisfactory evidence that the tenderer is not in one of the situations described

- in point **(a), (b) and (e) of the Declaration**, production of a recent extract (dated no earlier than 4 months before the deadline for submission of tenders) from the judicial/criminal records or, failing this, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance attesting that these requirements are satisfied;
- in point **(d) of the Declaration**, a recent certificate (dated no earlier than 4 months before the deadline for submission of tenders) issued by the competent authority of the State concerned. These documents must provide proof of payment of all taxes and social security contributions for which the tenderer is liable, including VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where no such certificate or document is issued in the country concerned, it may be replaced by a sworn or, failing this, solemn statement by the interested party before a judicial or administrative

authority, a notary or a qualified professional organisation in his/her country of origin or provenance.

EIGE will accept, as satisfactory evidence that the tenderer is not in one of the situations described:

- in points **(c) and (f) of the Declaration**, recent certificates issued by competent national authorities;

**If the tenderer is a legal person and the national law of the country in which he is established does not authorise legal persons to provide such documents, the documents (such as the judicial/criminal records) must be provided by natural persons with powers of representation in relation to the tenderer.**

Where there are doubts as to whether tenderers are in one of the situations of exclusion, EIGE may itself apply to the abovementioned competent authorities to obtain any information they consider necessary about that situation.

EIGE may waive the obligation of a tenderer to submit the abovementioned documentary evidence 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 the Institute 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 the EIGE services to check this evidence.

### **2.1.3 SECTION THREE: SELECTION CRITERIA DOCUMENTATION**

This part of the tender concerns the evidences relating to the economic and financial capacities, as well as to technical and professional capacities of the service provider(s) involved in the bid.

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 the case of joint tender (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender, to the extent that the subcontractor puts its resources at the disposal of the tenderer for the performance of the contract.

In case of joint tender, if criteria, as regards the turnover, are to be achieved above a certain level, a consolidated assessment shall be made.

EIGE reserves the right to request additional information for the evaluation of the economic and financial capacity of each member of a consortium.

#### **A. Economic and financial capacity**

Tenderers shall have a financial standing, and more importantly that they have the necessary resources and financial means to carry out the work involved.

The required combined annual turnover of the tenderer must be not lower than EUR 250.000 for the last two years where the accounts are closed.

The tenderer shall complete and include in the offer a Statement (SSF Annex 12) declaring that the tenderer possesses economical and financial capacities to provide the all services.

In the case of a consortium submitting an offer, the statement shall be provided in the offer on behalf of the consortium.

#### **B. Technical and professional capacity**

The tenderer must have experience in the field of providing national and international travel services in an efficient, effective and reliable way and have at its disposal all necessary facilities for the performance of the services mentioned in the Technical Specifications. Evidence of the technical and professional capacity shall be presented as described in SSF Annex 11.

In the case of a joint offer (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender.

### **2.1.4 SECTION FOUR: TECHNICAL OFFER**

In the technical offer, the style and presentation must, as far as possible, be simple and clear. The technical offer must be consistent with the Technical Specifications and contain all information needed to apply the award criteria (ref. 3.1.1.1).

The tender must include:

- > Technical statement as per Annex 10
- > description of the planned facilities and equipment that will be used to implement the contract;
- > description of the reservation systems available (for air, train, sea tickets) (e.g.: Amadeus etc.)
- > description of the team organisation;
- > description of the approach and methods of service provision in line with the requirements of the specifications

The technical offer should address all other matters raised in the tender specifications to maximum possible extent.

**Only bids that have reached a total score of a minimum of 60% will be taken into consideration for awarding the contract.**

The Tender Specifications and the tenderer's Offer shall be integral parts of the contract and will constitute annexes to the contract, while in case of contradictions the Tender Specifications prevail.

## VARIANTS

Variants are not allowed and the offer should not deviate from the services requested in these Specifications. Variant means a solution technically or economically equivalent to a model solution known to the contracting authority. Variants may relate to the whole contract or to certain parts or aspects of it.

### 2.1.5 SECTION FIVE: FINANCIAL OFFER

A. The financial offer must be based on the format predefined in the respective standard submission form (SSF Annex 9). Remuneration for services is to be solely and exclusively by transaction fee, i.e. an all-in unit fee per transaction carried out.

The transaction fees cover all the costs (direct or indirect) related to the provided service, such as fees for management, all the prior information enabling the transaction to be carried out, without limit, etc.

Requests for information on fares, availability etc. that do not lead to a transaction being carried out are not to be invoiced to EIGE.

The prospective tenderers should consider that their offered fees will be analysed during the award procedure according to the following weighting:

	<b>Weighting %</b>
<b>Travel arrangements – Issuing Tickets</b>	
Fee for issuing European flight ticket	50
Fee for issuing European rail/sea ticket	5
Fee for Intercontinental flight ticket	5
<b>Services</b>	
Fee for cancellation of already issued ticket	10
Fee for modification of already issued ticket	10
Fee for accommodation reservation	15
Additional services	5
<b>Total</b>	<b>Total price for the offer after weighting</b>

Tenderers shall apply realistic approach and do not base their offers on abnormally low costs in the meaning of Art.139 of Implementing Rules 2342/2002 to the Financial Regulation 1605/2002.

B. The tenderer's attention is drawn to the following points:

- Prices must be quoted in EUROS, using the conversion rate published in the C series of the Official Journal of the European Union on the day when the invitation to tender was issued.

<http://www.ecb.int/stats/exchange/eurofxref>.

- Prices should be quoted free of all duties, taxes and other charges e.g. free of VAT, as the European Institutions are exempt from such charges in the EU under Articles 3 and 4 of the protocol on the Privileges and Immunities of the European Union of 8 April 1965 (Oj L 152 of 13 July 1967). Exemption is granted to the institutions by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.
- For EIGE the Lithuanian national legislation provides an exemption by means of a reimbursement. **Thus the amount of VAT is to be shown separately.** In case of doubt about the applicable VAT system, it is the Tenderer's responsibility to contact the national authorities to clarify the way in which the European Union is exempted from VAT.
- The categories of prices shall be fixed and not subject to revision for the first period of 12 months from the entering into force of the contract. From the second period of the contract implementation, as at each renewal, up to 80 % of the price may be revised upwards or downwards. The 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 has entered into force. This revision shall be determined by the trend in the harmonised consumer price index (MUICP) published by the office for official Publications of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat>. (see Draft Service Contract).

Revision shall be calculated in accordance with the following formula:

*Ir*

$$Pr = Po (0,2 + 0,8 \frac{Io}{Ir})$$

*Io*

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 letter requesting a revision of prices.

The maximum volume of the Framework Contract, for four (4) years, is estimated at 500.000 EUR, excluding VAT.

Completing the adjudication or the procedure of the call for tenders in no way imposes on EIGE an obligation to award the framework contract.

### **3 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.

#### **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 2.1.1 Eligibility and 2.1.2 Exclusion criteria.

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

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

##### **Stage 2 - Application of selection criteria**

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 2.1.3 Selection criteria. The Tenderers not satisfying the selection criteria will not be selected and their offers will not be further evaluated against award criteria.

#### **EVALUATION OF THE TENDERS**

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

The aim is to assess, on the basis of the award criteria, the technical and financial offers and establish a ranking list in order of merit.

No award criteria other than those detailed below will be used to evaluate the offer.

The award criteria serve to identify the most economically advantageous tender.

###### **3.1.1.1 Technical evaluation**

The quality of each offer will be evaluated in accordance with the following technical qualitative criteria.

<b>Qualitative Award Criteria</b>	<b>Weights in points</b>
Quality of the services and support infrastructure and resources, in particular the reservation system, geographical coverage, internal quality assurance systems, risk management, issue management, and policy to guarantee efficiency towards the needs of EIGE in order to guarantee the quick and adequate response to the requirements listed in Section 1.2 and any other requirements within the scope of this call for tenders.	40
Methods of reservation and issue transport documents in the field of civil aviation, rail, sea links, hotel booking and other type of related services (i.e. local transport etc.)	30
Continuity of services (availability outside EIGE core working hours, response time)	20
Fitness of the proposed team in terms of its organisation, role distribution, communication etc.	10
Total	100

Tenderers should elaborate on all points addressed by the tender specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these tender specifications, without going into details on how to actually achieve them or without giving any added value, will only result in a low score.

*Only tenders achieving a minimum of 60% of the total possible score on the technical award criteria, will be further evaluated in relation to price.*

### **3.1.1.2 Financial evaluation and Award of the Contract**

The financial evaluation will be made in accordance with the associated weighting indicated in Section 2.1.5 Financial proposal.

The derived total price of the offer will be used in the award formula: technical score against the total price of the offer.

$$\text{Score for tender} = \text{total quality score} \times 10 / \text{price}$$

The contract will be awarded to the tenderer which submits the tender offering the best value for money, thus to the tenderer whose tender will have the highest final score, under condition of respect of requirements linked to the criteria on exclusion from award.

### **3.1.2 Information to tenderers**

EIGE will inform tenderers of the decisions reached concerning the award of the contract, including the grounds for any decision not to award the contract or to restart the procedure.

Upon respective written requests made by the tenderers, EIGE 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.

### **3.1.3 Standstill period**

EIGE shall not sign the contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the next day after the simultaneous dispatch of the award decisions and letters to unsuccessful tenderers.

### **3.1.4 Evidence by contractor**

During the standstill period, EIGE will request the tenderer proposed for award to provide the **evidence** on exclusion criteria defined in Articles 93 and 94 of the Financial Regulation (ref section 2.1.2 B). If this evidence is not provided or proved to be unsatisfactory, the Institute 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 s/he provides the evidence on exclusion.

### **3.1.5 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.

### **3.1.6 Public access to documents**

In general, implementation of its activities and in particular for the processing of tendering procedures, the Institute observes the following rules:

Council Regulation (EC)No1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

All data collected and produced in the scope of this contract shall be the properties of the Institute and shall not be used by the contractor without prior agreement of EIGE. The contractor shall continue to be bound to this clause after completion of the contract.

## **4 THE CONTRACT (FWC)**

### **NATURE OF THE CONTRACT**

A Framework service contract with a single operator.

The framework contract (FWC) resulting from the present call for tenders shall enter into force on the date of its signing by the last contracting party. It does not involve direct commitment. It lays down the legal, financial, technical and administrative provisions governing the relations between EIGE and the Contractor during the period of its validity.

### **IMPLEMENTATION OF THE CONTRACT**

The implementation of the FWC will be through Order Forms signed by both parties.

The contacts between signatories shall be done via e-mail by dedicated persons.

The Institute will confirm the chosen travel arrangements without delay to allow the contractor to issue the flight/train/boat ticket.

Replies to be communicated via e-mail to the Institute and participant.

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

The FWC will have an initial duration of 1 year as from the date of signature, and will be automatically renewed up to three times for an additional period of 1 year each time unless written notification to the contrary is sent by one of the contracting parties and received by the other no later than three months before expiry of the contract.

The duration of the FWC shall not exceed 4 years.

EIGE may, if considers necessary, hold one inception meeting, soon upon the signature of the contract, in order for the successful tenderer to get acquainted with EIGE rules and procedures. The inception meeting (or other meetings when requested by EIGE) can be held in a form of video conferences if appropriate.

At any point in the contract, EIGE may terminate the contract as it sees fit, without being required to pay any compensation, provided that the Institute informs the other party by registered letter with at least three months' notice.

Notwithstanding this provision:

- in the event of termination, the contractor shall be entitled to payment from EIGE only in respect of services actually provided;
- in the event of termination by the contractor, it shall be required, if so requested by EIGE, to continue to provide services for a period of up to 6 months following the date the termination takes effect.

## **PLACE OF PERFORMANCE**

The place of performance of the tasks shall be the Contractor's premises.

## **VOLUME OF THE CONTRACT**

The maximum volume of the Framework Contract, for 4 (four) years, is estimated at **500.000 EUR**, excluding VAT.

## **TERMS OF PAYMENT**

The remuneration for services provided by the contractor is to be solely and exclusively by transaction fee, i.e. an all-in unit fee per transaction carried out in accordance with list of Unit (transaction) price set out in the financial form.

Payments shall be executed only if the Contractor has fulfilled all the contractual obligations by the date on which the invoice is submitted.

It is anticipated that payments will be done upon receipt of separate detailed invoices submitted periodically (for ex. once a week). In any invoice or statistics provided to EIGE, the contractor must make the distinction between remuneration (transaction fees) and reimbursement of tickets issued per activity (e.g. missions of EIGE staff, members of Management Board and prepaid tickets for experts invited by EIGE to attend events) and other services

No invoice will be accepted after (6) six months from the day of the rendered service.

Specific reference is to be made on the invoice to any refunds to the Institute e.g. in the form of standard and super commission discounts, rebates etc. and be subject to deduction from invoice or to recovery by debit note.

Invoices presented by the Contractor must specify separately the amounts exclusive of VAT, the amounts of VAT and the total amounts.

Payment shall be done within 30 days after presentation of an admissible invoice.

The payment date is the date on which EIGE bank account is debited.

## **DATA PROTECTION**

By the Institute: Processing a reply to the invitation to tender may involve the recording and processing of personal data (such as name, address, CV). Such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

By the Contractor: Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data is processed. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

## **PENALTIES AND EX-POST CHECKS**

If, for reasons attributable to the contractor, it transpired that it had not provided its services in accordance with the requirements set out in the contract, the flat-rate penalties listed below will apply and will be deducted from regular invoices:

- **Prices**

If a ticket is unjustifiably issued at a price other than the most economical fare available at the time of reservation, a penalty will be imposed which is equal to twice the difference in price between the ticket issued and the most economical fare available at the time of reservation.

- **Failure to issue tickets/ tickets issued too late to be of use**

If the contractor fails to issue a ticket which has been duly confirmed by EIGE or to issue a ticket in time for it to be used, or makes any error in issuing the ticket by comparison with the confirmed reservation,

- ✓ the contractor is liable for the full costs incurred by EIGE to ensure that the mission is successfully carried through (this includes unlimited costs in respect of transport, accommodation, meals etc.).
- ✓ if resulting in the cancellation of a mission/trip, a fine of EUR 1.000 will be imposed on the contractor on top of any expenditure already incurred in organising the mission/trip.

In the event of a dispute between EIGE and the contractor concerning the application of one or other penalty, an attempt at conciliation will be made between the responsible officials in question.

APPENDIX

**EIGE – Official public holidays for 2012  
 (01/01/2012 – 31/12/2012)**

<b>Public holidays</b>		<b>No. of days</b>
January	02 Monday, the day following New Year's Day	1
February	16 Thursday, Restoration of the State Day	2
April	05 Maundy Thursday/ Holy Thursday	3
	06 Good Friday	4
	09 Easter Monday	5
May	17 Thursday, Ascension Day	6
	18 Friday, the day following Ascension Day	7
	28 Whit Monday	8
July	06 Friday, Anniversary of the Coronation of King Mindaugas	9
August	15 Wednesday, Assumption Day	10
November	01 Thursday, All Saints' Day	11
	02 Friday, All Souls' Day	12
December	24 Monday, Christmas holidays through end of year 31 Monday, (6 days)	13-18
<b>TOTAL DAYS</b>		<b>18</b>