



European GNSS Agency

Removal services for the GSA

GSA Tender

Reference: GSA-OP-02-12
Date: 20 February 2012
Issue: 2.0

Removal services for the GSA

Documentation Control

Issue	Date	Reason for issue	Issued by
Draft	Dec 2011	Initial document for comment.	
1.0	January 2012	First version for procurement checking	
2.0	20/02/2012	Final release	

Document Approval

Name	Role	Date
	Head of ICT & Logistics	21/02/2012

Distribution List

Name	Role	Location / Company
Standard routing slip	Internal signature process	GSA
	Potential tenderers	Website



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1 Title of the Framework Service Contract

GSA/OP/02/2012 "Removal Services for the GSA to Prague"

An open tender procedure with publication in the Official Journal of European Union.
No lots applicable.

Table 1: Tender Schedule

Timetable	Date	Comments
Launch of tender	05 March 2012	
Publication in OJEU	17 March 2012	All documents available at: http://www.gsa.europa.eu/go/gsa/procurement
Deadline for request of clarifications from GSA	13 April 2012	Requests to be sent in writing to: tenders@gsa.europa.eu
Last date on which clarifications are issued by GSA	16 April 2012	All clarifications will be published at: http://www.gsa.europa.eu/go/gsa/procurement
Deadline for submission of tenders	23 April 2012	Please see the Invitation to Tender for precise delivery conditions
Opening session	26 April 2012	10h00 in GSA premises in Brussels
End of evaluation process (award)	08 May 2012	Estimated
Signature of contract	22 May 2012	Estimated (14 days after award notice)
Indicative start of execution of first specific contract	29 May 2012	Estimated

2 Context of the Framework Service Contract

The European GNSS Agency (GSA) is a multicultural working place with staff originating from all over Europe. The working language is English.

The GSA headquarter is presently located in Brussels, Belgium, at Rue de la Loi 56. The number of staff is currently 50. It is estimated that +/- 100 recruitments will take place in 2012-2015.

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Beginning June 2012 the GSA will start relocating its headquarters to a building shared with the Czech Ministry of Finance in Prague. Many of the newcomers will move to the Czech Republic together with their families.

The address of the building is:

Janovského Street 438/2
Praha 7
Prague
170 00
Czech Republic

Currently the GSA offices in Prague are being prepared for 80 staff, it is expected that the GSA will grow in staff number and activities during the next few years. The building at the site in Prague is capable of hosting 240 staff.

The GSA will further establish other sites within the EU. Two of these sites will be located in Saint Germain-en-Laye (France) and Swanwick (UK). The sites will be smaller in size compared to the GSA site in Prague, capable of hosting approximately 50 staff with a respective amount of work spaces. Additional sites may be established in the future but further information is not yet available.

3 Purpose of the Framework Service Contract

The purpose of the Framework Service Contract subject to this procurement process is to establish a solid basis for all activities connected with the removal of the GSA and also its staff and their families to the new GSA sites.

The Framework Service Contract will be awarded to the Tenderer on the basis of the highest Evaluation Score in the tender evaluation.

The Framework Contract, once signed, will be implemented through specific contracts for removal and related services.

The services are then to be provided timely, and shall be reliable and cost efficient, with a high amount of flexibility throughout the entire term of the Framework Service Contract while complying with the high safety and security standards required by the GSA.

For further details refer to the section on "Implementation of the framework service contract".

4 General Scope

The Framework Service Contract will cover moving services in relation to the removal of the GSA's offices, equipment, its staffs' and their families' property from and to any of GSA sites, located in:

- Brussels (Belgium);
- Prague (Czech Republic);
- Saint Germain-en-Laye (France);
- Swanwick (UK).

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The figures mentioned throughout these Tender Specifications represent estimates and do not represent a commitment of the GSA. The actual needs evolving over time may be different.

Please note that all amounts mentioned in this document are indicative and that the GSA is not bound by these numbers.

4.1 General services to be performed

The successful Tenderer MUST provide the following capacities related to moves between any of GSA sites, located in Brussels (Belgium), Prague (Czech Republic), Saint Germain-en-Laye (France) and Swanwick (UK), available within 10 workdays (at place of origin of the move), for the entire duration of the Framework Service Contract and any specific contract there under:

1. The tenderer has at least 10 full-time employees providing moving services;
2. Provision of packing material for large move of above 50 m³, including packing material for special goods such as personal computers and screens, printers, scanners, copy machines, fragile models of satellites (>1m) etc.;
3. Packing and transport service for special goods such as personal computers and screens, printers, scanners, copy machines, fragile models of satellites (> 1m) etc.;
4. Drawing up inventory of the moved property (the detailed descriptive list showing the quantity and condition of each item);
5. Disassembling of furniture (when necessary), wrapping of individual pieces of furniture and equipment, packing of all items;
6. Transport of the moved property (carrying items downstairs or using a lift, uploading to trucks, unloading in the desired destination, carrying items upstairs or using a lift);
7. Capacity to transport safes weighing between 100 and 1,000 kg;
8. Provision of external mobile lifts reaching at least to the 5th floor of a standard residential building;
9. Reassembling of furniture, unwrapping of individual pieces of furniture and equipment, unpacking of all items in the appropriate rooms;
10. Capacity to ensure that archives, records and books will be moved in the existing principle of order;
11. Ability to work during weekends and outside the standard working hours if required by the specific removal contract at no additional cost
12. Monitoring of the property during the entire move, incident documentation and reporting in accordance with the Service Level Agreement requirements (ref. Annex IX to the Invitation to Tender);
13. General capacity to move cars between the sites (Brussels (B), Prague (CZ), Saint-Germain-en-Laye (FR) and Swanwick (UK));

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14. Capacity to provide domestic storage room in Brussels and in Prague with minimum capacity of 4 m³ per each household moved with availability within a maximum of five workdays from the request;
15. Ability to obtain insurance capacity covering any potential damage to the moved items with full-replacement value coverage (i.e. coverage allowing to purchase a new replacement for a damaged item regardless of the age of the item) and also covering the potential damage to the property moved from and the property moved to; the successful tenderer shall mediate the communication of the GSA or its staff members with the insurance company in case of any claim lodged;
16. Autonomous obtaining of any public and/or private authorizations or permits required for performance of any of the services under this Framework Service Contract and specific contract there under.

4.2 Removal of the GSA HQ

The Contractor MUST provide the services necessary to move the GSA headquarters in Brussels at Rue de la Loi 56 to the new headquarters at Janovského Street 438/2 in Prague (approximately 900 km). The services MUST be available within 10 workdays (in Belgium) of placing the relevant Specific Contract.

Without prejudice of the detailed specifications included in the Specific Contract, services relating to the removal of GSA HQ are estimated as follows.

The property to be moved includes:

- IT equipment (approx. 30 m³) – in Brussels placed on the ground, 7 and 8 floor, in Prague between 1st (corresponding to the ground floor in Belgium) and 5th floors;
- Archives (approx. 40 m³) – in Brussels placed in the sub-basement -3, in Prague on 3rd floor;
- Office material, documents, folders, furniture and other office equipment (approx. 50 m³) – in Brussels placed on 7 and 8 floor, in Prague between 3rd and 5th floor.

During this removal, both in Brussels and in Prague, there is a service elevator with maximum load of 1000 kg; however, there is not elevator in Brussels between levels -3 and -2 (for the archives – only a staircase). The loading of a truck in Brussels is possible only on level -2. The delivery entrance in Prague is on the ground floor.

The removal of the GSA HQ to Prague will be split in 3 phases:

- Phase 1: IT equipment, a part of office material and archives – June 2012
- Phase 2: Most office material and archives – August 2012
- Phase 3: All remaining material and equipment – October 2012

4.3 Removal of GSA property from Brussels to and between other GSA Sites

The successful Tenderers MUST have the capacity to provide the services necessary to move property between any of GSA sites for each move up to the volume indicated for the move under the header "Removal of the GSA HQ" above.

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The services MUST be provided within a time period of 10 workdays (at origin of the move) from placing a specific contract.

4.4 Removal of GSA staff and families to and from GSA sites

Regarding GSA staff the Contractor MUST provide the services necessary to move the private households of the staff and their families between any of GSA sites.

The services MUST be provided within a time period of 10 workdays (at origin of the move) from the conclusion of the specific contract.

Some exemplary scenarios are described below:

- Scenario A – a flat from any of the mentioned sites with approx. 10 m³ of moveable property (no extra ordinary items regarding value, size and weight), 4th floor, no elevator in the building, possibility to move through windows, moving services to a similar flat in at any of the mentioned sites;
- Scenario B – a house from any of the mentioned sites with approx. 15 m³ of moveable property (no extra ordinary items regarding value, size and weight), possibility to move through windows, moving to a similar house at any of the mentioned sites;
- Scenario C – a house from any of the mentioned sites with approx. 25 m³ of moveable property (no extra ordinary items regarding value, size and weight), possibility to move through windows, moving to a similar house at any of the mentioned sites.

Important note:

The attention of tenderers is drawn to the fact that from the beginning of June 2012, the GSA will start relocating its headquarters to Prague. Many of GSA staff will therefore move from Belgium to the Czech Republic together with their families over a period expected to run from June to October 2012, with a peak of removal activities estimated in August/September 2012. The Contractor shall be able to handle this important workload, which shall take place at the same time as the removal of GSA HQ as described under point 4.2 above.

5 General Requirements

5.1 Security requirements

The tasks assigned to the GSA concern security sensitive areas. It is therefore mandatory even for the removal of property which may involve access to the GSA premises that the Tenderer fulfils certain necessary security requirements as set out in the following sections.

5.1.1 Non disclosure agreement

Any information not previously released to the general public or any member of the general public may only be released within the scope of a non-disclosure agreement (NDA). The Tenderers will

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have to confirm in their tender their readiness to sign the NDA (Annex VI to the Invitation to Tender— Non-Disclosure Agreement) with the award of the contract.

5.1.2 Access to GSA premises

Access to GSA premises implies the acceptance by the successful Tenderer (Framework Contractors) or any subcontractor to comply with the GSA's internal security and safety rules.

5.2 Service level agreement

The GSA requires from the provider a high quality of service. The GSA's ability to perform its assigned tasks without interruption during the removal period depends on the reliability and in-time performance of the successful Tenderers' services. The indispensable requirements of the service performance are therefore to be underlined by a Service Level Agreement as part of the contract award.

A draft Service Level Agreement (SLA) is attached as Annex IX to the Invitation to Tender. Each Tenderer MUST fill in the areas indicated in the draft SLA and return it to the GSA as part of his tender. Tenders submitted with missing or incomplete or non-compliant SLA will be outright rejected from the tender process.

With submission of the SLA, Tenderers commit themselves to fulfilling, in case of award of the Framework Service, the stated service levels and perform the service as described in the SLA, including acceptance of the penalty clauses.

5.3 Invoicing and reporting

Tenderers MUST describe their invoicing policy (ref. Annex II.A to the Invitation to Tender— Technical Table of Answers) which must be compliant with the procedures laid down in the draft Framework Service Contract – Annex III of the Invitation to Tender. The GSA requires invoicing on paper however details may be sent or stored centrally electronically.

5.4 Additional services

Tenderers are invited to detail any additional services they are willing to offer provided that they fall within the scope of the present invitation to tender.

These additional services will be considered as possible added values to be assessed under the award criteria.

5.5 Language skills

Interaction with the GSA and the Framework Contractor will happen in English. It is therefore necessary that the Tenderer confirms that he provides the in house capacity to fluently communicate with the GSA in English in all matters which may be required within the scope of the Framework Service Contract or any specific contract there under. This requirement is to be confirmed under section 8.2.2.1 on Technical and Professional Capacity.

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5.6 Deliverables and documentation

The Contractor is requested under the SLA (Annex IX to the Invitation to Tender) to submit reporting e.g. on safety or security incidents, broken items etc. regarding the performance of the tasks under this Framework Service Contract and any specific contract there under. This reporting shall take the form as required in the SLA. All other documents related to matters within the scope of the Framework Service Contract or any specific contract there under shall be supplied if not in paper form then in electronic format- either in MS Word (Version 2003 and above), PowerPoint (Version 2003 and above), Excel (Version 2003 and above), PDF (readable with Adobe Reader Version 8 and above) or HTML format.

5.7 Meetings

Should meetings be required in the performance of the tasks of this Framework Service Contract and any specific contracts there under they shall take place in the GSA premises in Brussels or Prague as requested by the GSA, unless otherwise agreed (e.g. an audio conference can be organized if convenient).

5.8 Variants

Variants are not authorised.

6. Volume of the Contract

6.1 Price

The indicative budget estimated for the framework contract is 250,000 (two-hundred and fifty thousand) EUR per year for both the removal service and additional services performed within the scope this Framework Service Contract and any specific contracts there under.

Maximum budgetary ceiling of this framework service contract will be case 1,000,000 (one million) EUR for the entire maximum duration of four years.

6.2 Indexations of prices

The indexation of prices as submitted by the Tenderer in the Financial Table of Answers (Annex II B. of the Invitation to Tender) can occur according to the article I.3. of the draft Framework Service Contract (Annex III to Invitation to Tender).

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7. Contractual Conditions and Guarantees

7.1. Framework service contract

In drawing up its tender, the Tenderer should bear in mind that the provisions of the draft Framework Service Contract (Annex III to the Invitation to Tender) will govern the contractual relationship between the GSA and the Framework Contractor.

Any limitation, amendment or denial of the terms of the Framework Service Contract will lead to outright rejection of the tender.

Signature of the Framework Service Contract imposes no obligation on the GSA to purchase. Only implementation of the Framework Service Contract through order forms or specific contracts as awarded are binding on the GSA.

The GSA may, before the contract is concluded, either abandon the procurement procedure or cancel the award procedure without the Tenderers being entitled to any indemnification or compensation.

7.2. Implementation of the framework service contract

The Framework Service Contract will be implemented through specific contracts, to be issued over the period of validity of the Framework Service Contract.

The specific contracts will describe in detail the particular removal and related service needs.

Before placing a specific contract the GSA will organize a visit with the Contractor to the site of the removal in question for drawing up a list of items and services requested, as well as an estimate of the volumes, total value of the items etc. and any other information necessary for price calculation by application to the corresponding Tables 1 to 6 of Annex II.B. – Financial Tables of Answers. The resulting price total will form the basis for placing the specific contract.

Within 5 (five) workdays of its receipt of the specific contract the Contractor shall send back the fully completed, duly signed and dated specific contract to the GSA for approval and countersignature.

No later than an additional 10 (ten) workdays following signature of the specific contract by both parties, the Contractor shall commence with the performance of the services subject to and as requested in the specific contract.

7.3. Duration

The expected initial duration of the Framework Service Contract is 2 (two) years with the possibility of a maximum of 2 (two) renewals, each for 1 (one) year, up to a maximum total duration of the Framework Service Contract of 4 (four) years.

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For further details on the duration of Framework Service Contract reference is made to Article I.2 of the draft Framework Service Contract (Annex III to the Invitation to Tender).

7.4. Language of the contract

The language of the execution of the framework contract, of any specific contract and order form, as well as of all communication, deliverables and documentations in connection therewith shall be English.

7.5. Terms of payment

Payments shall be made in accordance with the provisions of the specific contracts, as specified in the Draft Framework Service Contract in Annex III of the Invitation to Tender.

Unless otherwise agreed, the specific contracts shall be invoiced after performance of the services requested and the acceptance of all deliverables, if applicable, by the GSA as described within the specific contract

7.6. Subcontracting

The Contractor will be able to call on subcontractors. However, the Contractor will remain the sole partner and person legally and financially responsible vis-à-vis the GSA.

Particular attention will be paid to the approach proposed by the Tenderer for the management of his subcontractors. The subcontracting arrangement between the Contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the GSA to the subcontractor.

Consequently, the tender MUST clearly identify any subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in particular Article II.20 of the Framework Service Contract. To this end each subcontractor planned to perform work under the Framework Service Contract and any specific contract thereto MUST return with the tender to the GSA duly signed (i) the Legal Entity Form (Annex IV to the Invitation to Tender— Legal Identification Form) and (ii) the model Subcontractor / Letter of Intent (Annex VIII. to the Invitation to Tender— Model Letter of Intent).

The subcontractors identified MUST be able to guarantee the application of the same quality standards and quality assurance as applied by the Framework Contractor. The criteria and rationale for the choosing the subcontractors identified on the lists MUST be explained and justified.

Tenderers will have to indicate the types of work they plan to/might subcontract (if known), the extent (%) planned and the names, contact details and references of the companies to which they already intend to subcontract to.

The Contractor will be responsible for the quality of the work provided by the subcontractors. The work of the subcontractors will in no way change the Contractor's responsibility to the GSA.

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The Contractor will obtain the GSA's prior approval before it engages any new subcontractor during the contract. It will be at the discretion of GSA to accept or reject a given subcontractor.

Tenderers MUST inform the subcontractor(s) that Article II.20 of the Framework Service Contract will be applied to them.

Once the Framework Service Contract has been concluded, Article II.6 of the Framework Service Contract shall govern the subcontracting.

7.7. Joint tenders

A joint tender is a situation where an offer is submitted by a group of Tenderers (consortium). If awarded the contract, the members of the group will have an equal standing towards the GSA in executing the Framework Service Contract.

The GSA will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the Framework Service Contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the GSA's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

Consortia MUST nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications MUST be supplied by every member of the grouping; the checklist in Section 10 will help verifying the level of information to be provided according to the role of each entity in the tender.

Each member of the grouping assumes joint and several liability towards the GSA. The tender has to be signed by all members of the consortium. However, the members of the consortium may grant an authorisation to one of them, in which case they should attach to the tender a power of attorney (Annex VII. to the Invitation to Tender— Power of Attorney). For consortia not having formed a common legal entity, model 1 should be used, and for consortia with a legal entity in place model 2.

The Framework Service Contract and all specific contracts there under will have to be signed by all members of the consortium. The members of the consortium may grant authorisation to one of their members by signing a power of attorney. The same model as above duly signed and returned together with the offer is valid also for signature of the Framework Service Contract and all specific contracts there under.

Partners in a joint offer assume joint and several liability towards the GSA for the performance of the Framework Service Contract and all specific contracts there under as a whole.

Statements, saying for instance: "that one of the partners of the joint tender will be responsible for part of the contract and another one for the rest", or "that more than one contract should be signed if the joint tender is successful", are incompatible with the principle of joint and several liability. The GSA will disregard any such statement contained in a joint tender, and reserves

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the right to reject such tenders without further evaluation, on the grounds that they do not comply with the tendering specifications.

An economic operator can only participate once as a Tenderer, whether as single Tenderer, lead organisation in a consortium/joint bid or partner in a consortium. The economic operator may however agree to act as a subcontractor in a distinct bid from which it is participating as either of the aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

8. Assessment and Award of the Contract

All admissible tenders will be assessed in the light of the criteria set out in these specifications.

The assessment of the tenders will be carried out in three successive stages.

The aim of each of these three stages is:

- 1) Exclusion stage- to check, on the basis of the exclusion criteria, whether Tenderers can take part in the tendering procedure;
- 2) Selection stage- to check, on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each Tenderer;
- 3) Award stage- to assess, on the basis of the award criteria, each bid that has passed the exclusion and selection stages.

A single Framework Service Contract will be concluded with the Tenderer ranked best as the result of the evaluation of admissible tenders.

8.1. Exclusion stage

8.1.1. Exclusion Criteria

To be eligible for participating in this contract award procedure, Tenderers (and any member of a consortium/grouping as may be the case) and subcontractors envisaged to perform tasks under the Framework Service Contract and any specific contract there under MUST NOT be in any of the following exclusion grounds¹:

- a) they are not bankrupt or being wound up, is not having its affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, and are not in any

¹ Article 93 of Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002).

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analogous situation arising from a similar procedure provided for in national legislation or regulations;

- b) they have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) they have not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) they have fulfilled all 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 they are established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) they have not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) they are not subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the Tenderers (and any member of a consortium/grouping as may be the case) and subcontractors must:

- g) not have any 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 affinities, family or emotional ties or any other relevant connection or shared interest;
- h) 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) not have made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) not have granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) declare have declared that the information provided to the GSA within the context of this invitation to tender is accurate, sincere and complete.
- l) in case of award of contract provide the evidence as requested in the section (b) on "Supporting documents to the Exclusion Criteria Form" of this Annex II.A to the

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Invitation to Tender—Technical Tables of Answers that they are not in any of the situations described in points a, b, d, e above.

8.1.2. Evidence to be provided by the Tenderers

Evidence of the points requested under section 8.1.1 above MUST be provided by submitting the duly signed Exclusion Criteria Form under Annex II.A to the Invitation to Tender—Technical Tables of Answers.

Tenders not fully providing the duly signed documents as requested may not be taken into consideration.

GSA reserves the right, however, to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay fixed in its request.

8.1.3. Administrative and financial penalties

1. Without prejudice to the application of penalties laid down in the draft Framework Service Contract and the SLA, Tenderers who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procedure will be excluded from all contracts and grants financed by the Union (including the GSA) budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the Framework Contractor.

That period may be extended to three years in the event of a repeated offence within five years of the first infringement.

Tenderers who have been guilty of making false declarations will also incur financial penalties representing 2% to 10% of the total value of the grant being awarded.

Tenderers who have been found to have seriously failed to meet their contractual obligations will incur financial penalties representing 2% to 10% of the value of the grant in question.

This rate may be increased to 4% to 20% in the event of a repeat offence within five years of the first infringement.

2. In the cases referred to in section 8.1.1 a), c), d), the Tenderers will be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the Framework Contractor.

In the cases referred to in points 8.1.1 b) and e), the Tenderers will be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment. Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

3. The cases referred to in section 8.1.1 e) cover:

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- i) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
- ii) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
- iii) cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
- iv) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

8.2. Selection stage

Only Tenderers having passed the exclusion stage described in sections 8.1 will be assessed in the selection stage.

Tenderers **MUST** have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender. Any Tenderers relying on the capacity of subcontractors to fulfil the capacity requirements where permitted have to indicate this in their answers under Annex II.A to the Invitation to Tender—Technical Tables of Answers.

Tenderers **MUST** fill in respective Annex II.A to the Invitation to Tender—Technical Tables of Answers and to enclose supportive documentation where necessary. Failure to do so will lead to exclusion from further participation in the selection procedure.

In addition to the Legal Identification Form provided in Annex II.A to the Invitation to Tender—Technical Tables of Answers Tenderers **MUST** submit the Financial Identification Form (Annex V to the Invitation to Tender).

8.2.1. Economic and financial capacity criteria

Tenderers **MUST** provide evidence of their economic and financial capacity by submitting the information requested under section 2 (a) of Annex II.A to the Invitation to Tender—Technical Tables of Answers.

All Tenderers (including any members of their consortium and any subcontractors planned to perform more than 20% of the estimated total contract value of 1,000,000 (one million) EUR and/or referred to by the Tenderer as proof of his/her economic and financial capacity, as the case may be) **MUST** provide proof of their economic and financial capacity by submitting the following documents:

- Balance sheets or extracts from balance sheets for the last three financial years
- Statement(s) of overall turnover for the last three financial years
- Statement of turnover relating to the relevant tasks for this tender the last three financial years

(s. Annex II.A to the Invitation to Tender—Technical Tables of Answers)

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Overall total annual turnover of a Tenderer MUST be no less than 100,000 (one hundred thousand) EUR for the last three financial years as evidenced in the information submitted. Of the overall annual turnover at least 50,000 (fifty thousand) EUR per year MUST to be allocated to activities requested under this tender, i.e. long term international (EU) removal projects of at least medium sized companies (50+ staff) with combined office as well as staffs' household removals.

The required minimum turnover may be constituted in sum of the turnover of all members of the consortium submitting the tender including, if applicable, the subcontractors planned to perform more that 20% of the estimated total contract value of 1,000,000 (one million) EUR provided these subcontractors have submitted with the tender the required subcontractor Letter of Intent (Annex VII. to the Invitation to Tender— Model Letter of Intent)

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

8.2.2. Technical and professional capacity criteria

Tenderers MUST provide evidence of their technical and professional competence by submitting the information requested under section 2 (b) of Annex II.A to the Invitation to Tender—Technical Tables of Answers.

Tenderers MUST clearly identify any subcontracting they require for being able to perform the contract, in particular any of the following capacity requirements. For details of the required identification refer to Section 2 (b) under Annex II.A to the Invitation to Tender-Technical Tables of Answers).

8.2.2.1. Language capacity

The Tenderer MUST confirm that he provides the available in-house capacity to fluently communicate with the GSA in English in all matters which may be required within the scope of the Framework Service Contract or any specific contract there under.

Tenderers MUST provide evidence of this language capacity as part of the technical and professional capacity requirements by submitting the respective statement in the Table 2(b) 1 Technical and professional capacity under Annex II.A to the Invitation to Tender-Technical Tables of Answers.

8.2.2.2. Past projects experience

The Tenderer MUST prove his past project experience by submitting written evidence of two contracts on long term international (EU) removals of at least medium sized companies (50+ staff)

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with combined office as well as staffs' household realized within the last three financial years, whereas the moving distance must have been at least 900km.

The experience requirements as part of the technical and professional capacity are to be fulfilled by submitting filled in Table 2(b) 2 Technical and professional capacity under Annex II.A to the Invitation to Tender—Technical Tables of Answers and the there under requested additional documents and information. The evidence provided in the additional documents shall include a short written description of every mentioned contract together with its price and contact person of the customer who is able to provide information related to the contract (confidentiality of information provided is guaranteed).

8.2.2.3. Technical equipment and professional expertise

The Tenderer MUST provide evidence that they have the technical equipment and the professional capacity to provide the moving services as described in section 4 by filling in respective Table 2 (b) 3 Technical and Professional Capacity under Annex II.A to the Invitation to Tender – Technical Tables of Answers.

8.3 Award stage

To be assessed in the award stage, the Tenderer must have passed the exclusion and selection stages described in section 8.1 and 8.2 above.

In addition, tenders shall be fully compliant to the tender specifications. Before processing with the evaluation of the tenders under the award criteria described below, the Evaluation Committee will assess compliance to all aspects of the tender specifications. In that respect, tenderers shall submit the fully completed Table 3(a) – Conformity Assessment provided under Annex II.A to the Invitation to Tender-Technical Tables of Answers including any documents providing additional information where requested. Special attention is drawn to the requirement that all items of the required catalogue have to be provided. Tenderers shall note that the compliance checks shall not be limited to the items listed in Table 3(a). However, those items are of particular importance for the GSA. Therefore, any tender which does not meet the conformity requirements of Table 3(a) to the fullest extent and/or fails to submit any additional information requested will be outright rejected from the selection process.

The Framework Service Contract will be awarded to the Tenderer having achieved the highest score in the final evaluation under section 8.3.3 according to the criteria set below to determine the economically most advantageous tender.

8.3.1 Qualitative evaluation criteria

The technical quality of the tender will be assessed on the basis of the Tenderer's technical bid, composed of "Qualitative evaluation criteria" on the following basis:

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- For the evaluation purposes the Tenderer has to submit, at minimum, the documentation listed in the Table 3 (b) – Qualitative evaluation criteria under Annex II.A to the Invitation to Tender—Technical Tables of Answers.
- Tenders may reach a maximum total score of 100 regarding the qualitative evaluation criteria.
- Tenders receiving a score of fewer than 40 points in sum of the qualitative evaluation criteria in this Table 3 will be outright rejected.
- Furthermore, any tender which receives a score in any single of the qualitative evaluation criteria of less than the minimum indicated in the table will be outright rejected from the award process.
- The qualitative evaluation criteria will be weighted 30% of the total score.

8.3.2 Financial evaluation criteria

Following the appraisal of the qualitative award criteria the tender will be evaluated with regard to the financial evaluation criteria as provided within Table “Total price of tender” – Financial evaluation criteria under Annex II. B to the Invitation to Tender - Financial Tables of Answers.

The Overall Price Total resulting from the financial evaluation criteria of a tender will be weighted 70% of the total score in the final evaluation.

Please note that the provision of information on all yellow cells of the tables under Annex II.B is compulsory.

Tenders failing to submit all of the requested price information to the tables will be outright rejected from further evaluation. No article is to be omitted or added to the Tables. In cases prices for different cells are the same, they still MUST be replicated for each cell.

The price quotes given are binding for the Tenderers and they will be considered as references for the Framework Service Contract, while being subject to the rules of indexation under section 6.2.

8.3.3 Final evaluation

Only tenders of Tenderers having successfully passed the exclusion and selection stage and having fulfilled all compliance requirements will be submitted to final evaluation for award of the Framework Service Contract.

In the final evaluation stage the total score the tender reached with the qualitative and financial evaluation criteria will be computed in the following manner:

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Final Evaluation
Final Evaluation Score for Tender X= (Total number of points for price) * 70 + (Total number of points in section "qualitative evaluation criteria" /100) * 30
The "total number of points for price" will be computed as follows on the basis of the information submitted under cell D14 of the "Total price of the tender" table of Annex II.B:
Lowest Overall total price of scenarios quantity (sum D4 to D13) / Overall total price of scenarios quantity (sum D4 to D13) of Tender X.

The Framework Service Contract will be awarded to the Tenderer on the basis of the highest Final Evaluation Score in the final tender evaluation. In case more than one Tenderer should achieve the same Final Evaluation Score the Tenderer with the highest Overall total price of scenarios quantity (sum D4 to D13) shall be selected for the award of the Framework Service Contract.

9. Form and Content of the Tender

9.2. General

The tender may be drafted in any of the official languages of the European Union.

The bid must be accompanied by a cover letter, dated and signed by the Tenderer or by any other duly appointed representative, declaring acceptance of the conditions in this invitation to tender and the Tenderer's undertaking to provide the services proposed in the tender. If the tender is presented by a consortium or group, it MUST be accompanied by a letter signed by each member undertaking to provide the tasks proposed in the tender and specifying each member's own role and qualifications.

Tenders MUST be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled). Since Tenderers will be evaluated on the content of their submitted bids, they MUST make it clear that they are able to meet the requirements of the specifications.

Where appropriate, standard forms for tender submissions MUST be duly filled in and sent to the GSA.

The GSA reserves the right to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

9.3. Structure of the tender

Tenders must be presented in three parts as follows:

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9.3.1. Technical proposal

This section is of great importance in the assessment of the tenders, the award of the Framework Service Contract and the future execution of any resulting contract.

Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the Tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender.

The Tenderers MUST fill in Annex II.A. to the Invitation to Tender-Technical Tables of Answers- and enclose all requested and/or necessary documents.

9.3.2. Financial proposal

The Tenderers MUST fill in Annex II.B. to the Invitation to Tender – Financial Table of Answers.

9.3.3. Administrative documents

The following original forms enclosed as following annexes to the Invitation to Tender have to be duly completed, dated, signed and returned with the submission of the tender:

Annex	IV	Legal Identification Form
Annex	V	Financial Identification Form
Annex	VII	Power of Attorney Model Form (if applicable)
Annex	VIII	Model Letter of Intent (LoI) (if applicable)
Annex	IX	Draft Service Level Agreement

- Legal Identification Form

The legal entity form in MUST be completed by each Tenderer including members of a grouping/consortium and any subcontractors involved in tasks and should be accompanied by requested supporting documents.

- Financial Identification Form

The financial identification form in MUST be completed and signed by an authorised representative of the Tenderer. In the case of a grouping, this form MUST be provided only by the person heading the project.

- Power of Attorney Model Form

The power of attorney model form only has to be completed and signed in case of tenders submitted by groups or consortia by each respective member except the leader of the group or consortium.

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- Model Letter of Intent

The model letter of intent only has to be completed and signed in case of subcontractors performing tasks under the contract by each respective subcontractor performing tasks under the contract.

- Draft Service Level Agreement

The Draft Service Level Agreement MUST be completed and signed by an authorised representative of the Tenderer. In the case of a grouping, this form MUST be provided only by the person heading the project.

9.4. Further information

Requests for further information on these specifications should be sent by email (tenders@gsa.europa.eu) and marked for the attention of Ms Sandrine BUARD, Legal Officer.

9.5. Bid preparation costs

Costs incurred in preparing and submitting tenders are borne by the Tenderers and will not be reimbursed.

9.6. Information for Tenderers

The GSA 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 recommence the procedure.

If a written request is received, the GSA will inform all rejected Tenderers of the reasons for their rejection and all Tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful Candidate.

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.

10. CHECKLIST OF DOCUMENTS TO BE SUBMITTED

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that MUST be included (“checked”) depending on the role of each economic operator in the tender (coordinator/group leader in joint bid, partner in joint bid, single contractor, main contractor, subcontractor).

Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.



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Table 2: Checklist Of Documents To Be Submitted

Description	Coordinat or or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub- contractor
Power of attorney of partners in joint bid indicating the group leader (see annex VII of Invitation to Tender - ITT)		ü		
Letter of intent of subcontractor (see annex VIII of ITT)				ü
Legal Identification Form (see annex IV of ITT and Annex II.A – Technical Table of Answers)				
Download additional form from : http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm	ü	ü	ü	ü
Supporting documents for the Legal Entity File Form	ü	ü	ü	
Financial Identification Form (see section 9.2) Download the form from: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm	ü		ü	
Exclusion Criteria form (see section 9.1.1 and Annex II.A – Technical Table of Answers)	ü	ü	ü	ü
Evidence of Economic and financial capacity (see section 9.2.1 and Annex II.A – Technical Table of Answers)	ü	ü	ü	
Evidence of Technical and professional capacity (see section 9.2.2 and Annex II.A – Technical Table of Answers)	ü	ü	ü	ü
Technical Table of Answers (Annex II.A – Technical Table of Answers)	ü			
Financial Table of Answers (Annex II.B – Financial Table of Answers)	ü			
Draft Service Level Agreement (Annex IX – Draft Service Legal Agreement)	ü			