

Directorate-General for Internal Policies of the Union
Directorate for Budgetary Affairs

RULES FOR TENDERING

**Rules for the submission, content and presentation of a tender
for the multiple Framework service contract
IP/D/ALL/FWC/2020-001
for the provision of external expertise
in the field of the EU Budget**

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A. GENERAL PRINCIPLES

1. SUBMISSION OF A TENDER

Candidates interested in taking part in this tender procedure should submit a tender in one of the official languages of the European Union before the closing date indicated in Section 2 below. However, it is hereby specified that the multiple Framework service contract¹ shall be concluded in English and contacts with the European Parliament in relation to this multiple Framework service contract shall also be in English. Nonetheless, tenderers should be aware that purely administrative documents such as documents pertaining to national authorities, company accounts and articles of incorporation of the tenderer's company, proof of status, among others, can be submitted in their original language regardless of the tender language.

Tenderers shall include one **signed original tender** accompanied by two copies, presented in three separate files, with each page being duly completed and perfectly legible so as to preclude any doubt whatsoever as to the wording and figures.

Tenders shall:

- be accompanied by the *Administrative offer*, the *Technical Offer*, as well as the *Financial Offer*, using the formats as specified in Annexes II, III, IV of the multiple Framework service contract;
- be signed without fail by the tenderer or his/her duly authorised representative;
- be expressed in euros.

Tenders shall also include all the documents concerning economic, financial, professional and technical capacity related to the selection and award criteria listed below in Part B of this document ("Rules concerning the content and presentation of the offer"). An electronic version of the signed tender documents shall also be submitted (USB stick).

The European Parliament reserves the right to reject any incomplete or illegible tender.

2. TIME LIMITS AND PROCEDURES FOR THE SUBMISSION OF TENDERS

The closing date for the submission of tenders is **18 November 2019**.

Tenders may be submitted, at the choice of tenderers:

- (a) either by registered mail or by courier company, posted no later than the **closing date** indicated above (**evidence required**) to the following address:

¹ For the purposes of this document, the multiple Framework service contract is considered a draft until its signature.

EUROPEAN PARLIAMENT
Directorate-General Internal Policies of the Union
Directorate D - Budgetary Affairs
For the attention of Mrs Monika STRASSER, Director

Invitation to tender IP/D/ALL/FWC/2020-001

Building Square de Meeûs, Room 06Y072

Rue Wiertz 60
B - 1047 Brussels

- (b) or by being handed in to the following address no later than the closing date indicated above:

EUROPEAN PARLIAMENT

Official Mail Unit

Altiero Spinelli Building, Office 00 F 256

Rue Wiertz 60
B - 1047 Brussels

Delivery of the tender shall be confirmed by a receipt, dated and signed in duplicate, issued by the European Parliament's Official Mail Service. The date indicated on the receipt shall serve as the reference date. **Tenderers should be aware that the standard opening hours of the Official Mail Service to which tenders shall be handed in are Monday to Thursday 08.30 - 12.45 and 14.00 - 17.45 and on Fridays from 08.30 - 13.30.** It is closed on Saturdays and Sundays and on public holidays and office closing days for the European Parliament.

The European Parliament cannot guarantee receipt of tenders, regardless of how they are submitted, outside the Official Mail Unit's opening hours given above.

The European Parliament cannot be held liable for not having notified tenderers of any changes to the Official Mail Unit's opening hours which have come into effect since the documents relating to the invitation to tender were dispatched. Before handing in a tender, tenderers shall themselves establish that the stated opening hours still apply. **Tenderers are therefore advised to check European Parliament's Official Mail Service opening days and hours to make sure tenders respect the submission deadline. Central telephone number: +32 2 28 44474.**

Tenders which do not comply with the time limits for submission indicated in points (a) and (b) above shall be deemed inadmissible.

In order to maintain the confidentiality and integrity of tenders, they **shall be sent under double cover**. The two envelopes shall be sealed. Both sealed envelopes shall bear the following inscriptions:

- the recipient department:

EUROPEAN PARLIAMENT

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- as well as the name and address of the tenderer

- and the following statement:

**NOT TO BE OPENED BY THE MAIL SERVICE
OR BY ANY UNAUTHORISED PERSON**

In every case, and irrespective of the type of package used, tenderers are invited to pay attention to the quality of the envelopes used for submitting their tenders, in order to ensure that they do not arrive torn, thereby no longer ensuring the confidentiality or integrity of their content.

If self-adhesive envelopes are used, they shall be sealed with adhesive tape bearing the signature of the sender. The signature of the sender shall be deemed to comprise either the hand-written signature or the signature and the company stamp.

For convenience, the labels for the envelope attached to this document can be used.

Any tender whose content has not remained confidential until the tender opening session shall be rejected automatically.

3. TERMS AND CONDITIONS GOVERNING THE INVITATION TO TENDER

Submission of a tender implies acceptance by the tenderer of the terms and conditions laid down in the documents making up this invitation to tender:

- **Rules for the submission, content and presentation of a tender** for the multiple Framework service contract IP/D/ALL/FWC/2020-001. This document specifies practical guidance on the tender procedure and gives instructions to tenderers.
- **Multiple Framework service contract and its annexes** (listed below are the components of the multiple Framework service contract to be concluded: Annex I, V and VI are already available. The tenderer shall fill in Annexes II, III and IV (in bold below).
- Multiple Framework service contract.

Annex I:	Global terms of reference for the multiple Framework service contract IP/D/ALL/FWC/2020-001
Annex II:	Administrative offer, submitted by the tenderer
Annex III:	Technical offer, submitted by the tenderer
Annex IV:	Financial offer, submitted by the tenderer
Annex V:	Template order form for specific service contracts
Annex VI:	EMAS Environmental Policy

The above documents lay down the terms and conditions governing this invitation to tender and complement each other. In the event of contradictions between them, each document shall take precedence over the others in the order indicated in the ‘Final Provisions’, (Article I.18.2 of the multiple Framework service contract).

Submission of a tender entails the waiver by tenderers of their own conditions of sale or service. Submission of a tender shall bind the tenderer during the performance of the contract, should it be awarded to him/her.

Before submitting a tender, tenderers shall take all the steps required to gain a proper understanding of the scale and nature of the subject of the invitation to tender and of any potential difficulties linked to the performance of the contract. By the fact of submitting a tender, tenderers shall acknowledge that they are aware of the risks.

The period of validity of tenders, during which tenderers are required to maintain all the terms and conditions in their tenders, is **12 months** from the closing date for the submission of tenders.

This invitation to tender does not entail any obligation on the part of the European Parliament as this shall arise only when the contract is signed with the successful tenderer. Likewise, submission of a tender shall in no way entitle a tenderer to the award of the contract or a part thereof. Until the contract is signed, the European Parliament may either withdraw from the contract or cancel the procurement procedure, without candidates or tenderers being able to claim any compensation for any expenses incurred, including any travel costs. Where applicable, the reasons for that decision shall be stated and communicated to all the candidates or tenderers.

The tenderer shall be informed in writing of the decision taken on his/her tender.

Expenses incurred in connection with preparing and submitting tenders shall be borne by tenderers and shall not be reimbursed.

Tenders shall remain the property of the European Parliament.

European Union law shall apply to the multiple Framework service contract resulting from this invitation to tender, complemented, where necessary, by Belgian law.

The follow-up to the tenderer’s response to the invitation to submit a tender shall entail the registration and processing of personal data (e.g. name, address, CV) according to Article II.11 – ‘Data Protection’ of the multiple Framework service contract.

4. CONTACTS DURING THE TENDER PROCEDURE

Any contact between tenderers and the European Parliament is prohibited throughout the procedure, save in the following circumstances:

(a) prior to the closing date for the submission of tenders:

- *on the initiative of tenderers*, in order to receive additional information for the sole purpose of clarifying the nature of the contract. Tenderers who wish to obtain additional information on the documents making up the invitation to tender should submit their questions solely **in writing by email** to the following address:

poldepd_tenders@ep.europa.eu

Any request in writing for additional information shall bear the following:

Invitation to tender IP/D/ALL/FWC/2020-001

No response shall be given to any request for additional information received **after 7 November 2019**.

The European Parliament shall not respond to oral questions, questions submitted after this deadline or questions which are incorrectly worded or addressed.

Answers to requests for clarifications shall be communicated by email to the requesting tenderer and published at the following address:

<http://www.europarl.europa.eu/tenders/invitations.htm>.

- *on the European Parliament's initiative*, if its services discover an error, an inaccuracy, an omission or any other material shortcoming in the wording of the tender documents.

In this case, the information shall also be published at the same address:

<http://www.europarl.europa.eu/tenders/invitations.htm>.

Therefore, tenderers are strongly advised to check this site regularly for updates.
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(b) after the tenders have been opened and on the European Parliament's initiative:

- if the tender gives rise to requests for explanations, or with a view to correcting material or clerical errors in the wording of the tender, the European Parliament may contact the tenderer. Any such contact may not result in the terms of the tender being modified.

5. OPENING OF TENDERS

Tenders shall be opened at the European Parliament's premises (Brussels) on **2 December 2019 (time to be confirmed)**.

Tenderers who wish to attend the opening of the tenders are asked to notify the European Parliament by email to the following address: poldepd_tenders@ep.europa.eu no later than **4 November 2019**.

6. PARTICIPATION IN THE TENDER PROCEDURE

Participation in this competitive tendering procedure is open on the same terms to all natural or legal persons and public entities in a European Union Member State and to all natural and legal persons and public entities of a third country which has concluded a specific public procurement agreement with the European Union giving them access to the contract which is the subject of this invitation to tender and on the terms laid down by that agreement.

If a potential tenderer is not eligible pursuant to the aforementioned agreements, they may exceptionally be permitted by the European Parliament to participate in the tender procedure on an ad hoc basis, without this creating any precedent or obligation for the future. Although the tender documents may be sent on request to a tenderer who does not come under these agreements, this does not presuppose that tenders submitted shall subsequently be accepted by the European Parliament.

In order to ascertain the eligibility of tenderers, they shall indicate in their tenders the country in which they have their registered office (for legal persons) or in which they are domiciled (for natural persons). They shall also submit the evidence required under their national law or other equivalent evidence to prove the European Parliament where they come from.

Economic operators established in the United Kingdom are allowed to apply to this call and to submit tenders. Until the withdrawal of the United Kingdom of the European Union, they have the same rights and obligations as any other tenderer established in another Member State. However, after the withdrawal of the United Kingdom of the European Union, the rules of access to EU public procurement procedures of economic operators established in third countries will apply to tenderers established in the UK, unless and for as long as the United Kingdom and the European Union agree otherwise in their currently ongoing negotiations. In case such access is not provided by the legal provisions in force after the withdrawal, the European Parliament shall exclude from the procurement procedure tenderers established in the UK. Exclusion may take place at any stage of the procedure until the signature of the contract.

7. GROUPS OF ECONOMIC OPERATORS

If a contractor is not able to provide the expertise required to cover one of the lots in its entirety, he/she may submit a tender by forming group of economic operators.

The group of economic operators shall provide proof of its legal form in the tender. The group may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the European Parliament's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association); or
- a form of cooperation, signed by all the partners, which confirms a 'power of attorney', a memorandum of understanding or equivalent.

The documents supplied shall prove the group's official status. The form of those documents or agreements may exceptionally be modified and the submission of this documentation may

exceptionally be done after the time limit for submission of a tender, but under no circumstances after the outcome of the invitation to tender has been communicated to the tenderers concerned. The European Parliament reserves the right to reject a tender if the terms of agreements between the members of a group are modified during the procedure, if those terms make no provision for the joint and several liability of the group's members or if no agreement with legal force has been submitted with the tender.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties' joint and several liability and are compatible with the performance of the contract. In all cases, it should be noted that, in the contract to be signed with the group of economic operators, the European Parliament shall refer expressly to the existence of such joint and several liability. In addition, it requires the appointment of an authorised representative to represent the members of the group in all dealings with the European Parliament.

Tenders from groups of economic operators shall specify the role, qualifications and experience of each of the members of the group. The tender shall be submitted jointly by the economic operators, who shall assume “**joint and several liability**” (to be mentioned in the documents) for the tender submission and during the performance of the contract. This is not necessary for subcontracting (please see Section 8).

In the case of a group of economic operators, each member shall provide proof of the right of access to the contract (see Section 6 above), as well as proof concerning compliance with the exclusion and selection criteria. With regard to the selection criteria, the European Parliament may rely on the cumulated capacity of all members of the group in order to establish whether the tenderer shall have the resources needed to perform the contract. In this case, a commitment shall be required from those members stating that they shall make available to the other members the resources needed to perform the contract.

8. SUBCONTRACTING

Subcontracting is permitted, provided that critical tasks are handled by the European Parliament's contractor.

The tender shall give details of that part of the contract that the tenderer proposes to subcontract and the identity of the subcontractors. During the contract award procedure or during the performance of the contract, the European Parliament reserves the right to require tenderers to supply information about the financial, economic, technical and professional capacity of the proposed subcontractor(s). Likewise, the European Parliament may demand the requisite proof to establish whether the subcontractors comply with the requisite exclusion criteria.

The tenderers shall provide a document for each subcontractor confirming their willingness to accept the tasks and giving their consent to the terms and conditions set out in the invitation to tender and in the annexes thereto (for example: a letter of intent, an email, a memorandum of understanding).

Tenderers are hereby informed that proposed subcontractors may not be in one of the situations described in Articles 136 and 137 of the Financial Regulation, which entail exclusion from participation in a contract issued by the European Union.

The European Parliament is entitled to reject any subcontractor who does not comply with the exclusion and selection criteria (see Section 13 below).

Furthermore, the European Parliament shall be informed by the contractor of any subsequent use of subcontracting not mentioned in the tender. The relevant authorising officer of the European Parliament reserves the right to accept or reject the proposed subcontractor. In order to do so, the authorising officer may demand the requisite proof to establish whether the subcontractor(s) complies/comply with the requisite criteria. The European Parliament's authorisation shall always be requested and granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in his/her tender, this implies that the European Parliament is giving consent for the subcontracting.

9. VARIANTS

Variants are not permitted.

10. ENVIRONMENTAL ASPECTS

Tenderers shall undertake to comply with the environmental legislation in force in the field of the contract, should they be awarded the contract. In this context, it should be noted that the European Parliament applies the EMAS² environmental management system in accordance with Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009. The successful tenderer shall be required to ensure that the information supplied by the European Parliament concerning the EMAS programme in general, and more particularly on the implementation of environmental measures in practice, is known by his/her staff working for the European Parliament. Please see Annex VI of the multiple Framework service contract (entitled “The European Parliament’s Environmental Policy”).

11. POLICY ON THE PROMOTION OF EQUAL OPPORTUNITIES

Tenderers shall undertake to observe a policy on the promotion of equality and diversity in the performance of the contract, should it be awarded to them, by applying the principles of non-discrimination and equality set out in the European Union Treaties in full and in their entirety. More particularly, the tenderer awarded the contract shall undertake to establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, based on three main elements:

- equality between men and women;
- employment and integration of disabled persons;
- the removal of all obstacles to recruitment and all potential discrimination based on sex, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

² EMAS = Eco-Management and Audit Scheme, see http://ec.europa.eu/environment/emas/index_en.htm

12. TIMETABLE OF THE TENDERING PROCEDURE

Deadline for receiving questions	7 November 2019
Closing date for the submission of tenders	18 November 2019
Deadline for sending the requests to attend the opening of the tenders	22 November 2019
Opening of tenders	2 December 2019
Estimated date of award of the contract	First quarter 2020

B. RULES CONCERNING THE CONTENT AND PRESENTATION OF THE OFFER

In order to facilitate the preparation of tenders, as well as their subsequent evaluation by the European Parliament, templates are provided for Annexes II, III and IV of the multiple Framework service contract which the tenderers have to fill in and accompany with the relevant documents.

The *Administrative Offer* (Annex II) shall contain the details of the tenderer and his/her declarations regarding:

- groups of economic operators (see Section 7 above);
- subcontracting (see Section 8 above); and
- the non-applicability of the exclusion criteria (see Section 13.1 and 13.2 below).

It also shall contain further information to be provided by the tenderer on the selection criteria (see Section 13.3 and 13.4 below). It has to be dated and signed by the tenderer.

The *Technical Offer* (Annex III) shall contain a checklist for the documents on the award criteria (quality of the tender, see Section 14.1 below) to be included by the tenderer. It has to be dated and signed by the tenderer.

The *Financial Offer* (Annex IV) shall contain the prices the tenderer offers for his/her services (see Section 14.2 below). All tables have to be filled in. It has to be dated and signed by the tenderer.

13. ADMINISTRATIVE OFFER (EXCLUSION AND SELECTION CRITERIA)

13.1 Exclusion criteria

The attention of tenderers is drawn to Articles 136 to 141 of the Financial Regulation on exclusion criteria and their application which are available in the Official Journal of the European Union, N° L-193 published on 30 July 2018, pages 1-222³. Tenderers shall declare that they are not in any of the exclusion situations described in these articles.

- An extract of Article 136 of the Financial Regulation (paragraphs 1, 4, 6 and 7) is reproduced hereafter.

1. The authorising officer responsible shall exclude a person or entity referred to in Article 135 (2) from participating in award procedures governed by this Regulation or from being selected for implementing Union funds where that person or entity is in one or more of the following exclusion situations:

³ For ease of reference, tenderers can consult the full text of the Financial Regulation 2018/1046 in the Official Journal of the European Union, N° L-193 published on 30 July 2018, pages 1-222 by accessing this link: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1046&rid=9>

- (a) the person or entity is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under Union or national law;
- (b) it has been established by a final judgment or a final administrative decision that the person or entity is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- (c) it has been established by a final judgment or a final administrative decision that the person or entity is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person or entity belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the implementation of the legal commitment;
 - (ii) entering into agreement with other person or entities with the aim of distorting competition;
 - (iii) violating intellectual property rights;
 - (iv) attempting to influence the decision-making of the authorising officer responsible during the award procedure;
 - (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- (d) it has been established by a final judgment that the person or entity is guilty of any of the following:
 - (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
 - (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of 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, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;
 - (iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
 - (iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
 - (v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;

- (vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- (e) the person or entity has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the budget, which has
 - (i) led to the early termination of a legal commitment;
 - (ii) led to the application of liquidated damages or other contractual penalties, or
 - (iii) been discovered by an authorising officer, OLAF or the Court of Auditors following checks, audits or investigations;
- (f) it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- (g) it has been established by a final judgement or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- (h) it has been established by a final judgement or final administrative decision that an entity has been created with the intent referred to in point (g).

(.....)

4. The authorising officer responsible shall exclude a person or entity referred to in Article 135(2), where:

- (a) a natural or legal person who is a member of the administrative, management or supervisory body of the person or entity referred to in Article 135(2), or who has powers of representation, decision or control with regard to that person or entity, is in one or more of the situations referred to in points (c) to (h) of paragraph 1 of this Article.
- (b) a natural or legal person that assumes unlimited liability for the debts of the person or entity referred to in Article 135(2) is in one or more of the situations referred to in point (a) or (b) of paragraph 1 of this Article.

(.....)

6. The authorising officer responsible, having regard, where applicable, to the recommendation of the panel referred to in Article 143, shall not exclude a person or entity referred to in Article 135(2) from participating in an award procedure or from being selected for implementing Union funds where:

- (a) the person or entity has taken remedial measures as specified in paragraph 7 of this Article, to an extent that is sufficient to demonstrate its reliability. This point shall not apply in the case referred to in point (d) of paragraph 1 of this Article;

- (b) it is indispensable to ensure the continuity of service, for a limited duration and pending the adoption of remedial measures specified in paragraph 7 of this Article;
- (c) such an exclusion would be disproportionate on the basis of the criteria referred to in paragraph 3 of this Article.

In addition, point (a) of paragraph 1 of this Article shall not apply in the case of the purchase of supplies on particularly advantageous terms from either a supplier, which is definitively winding up its business activities or the liquidators in an insolvency procedure, an arrangement with creditors, or a similar procedure under Union or national law.

In the cases of non-exclusion referred to in the first and second subparagraphs of this paragraph, the authorising officer responsible shall specify the reasons for not excluding the person or entity referred to in Article 135(2) and inform the panel referred to in Article 143 of those reasons.

7. The remedial measures referred to in point (a) of the first subparagraph of paragraph 6, shall include, in particular:

- (a) measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business or activity area of the person or entity referred to in Article 135(2), appropriate to correct the conduct and prevent its further occurrence;
 - (b) proof that the person or entity referred to in Article 135(2) has undertaken measures to compensate or redress the damage or harm caused to the financial interests of the Union by the underlying facts giving rise to the exclusion situation;
 - (c) proof that the person or entity referred to in Article 135(2) has paid or secured the payment of any fine imposed by the competent authority or of any taxes or social security contributions referred to in point (b) of paragraph 1 of this Article.
- The extract of Article 141 of the Financial Regulation (paragraph 1) is reproduced hereafter.

Rejection from an award procedure

The authorising officer responsible shall reject from an award procedure a participant who:

- (a) is in an exclusion situation established in accordance with Article 136;
- (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (c) was previously involved in the preparation of documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition, that cannot be remedied otherwise.

The authorising officer responsible shall communicate to the other participants in the award procedure the relevant information exchanged in the context of or resulting from the involvement of the participant in the preparation of the award procedure as referred to in point (c) of the first subparagraph. Prior to any such rejection the participant shall be given the opportunity to prove that its involvement in preparing the award procedure does not breach the principle of equality of treatment.

13.2 Evaluation of the exclusion criteria

During the tender procedure, an attestation on the tenderer's honour, duly dated and signed, in which he/she declares that he/she is not in one of the situations referred to in Article 136 of the Financial Regulation, is sufficient (see Annex II of the multiple Framework service contract - Administrative offer, Section 4, which the tenderer is invited to complete). However, the tenderer to whom the contract is to be awarded shall be required, within 20 calendar days of the date of notification of the provisional award of the contract and before the contract is signed, to supply the following documentary evidence:

- For **proof of non-bankruptcy, absence of grave professional misconduct, absence of convictions for the criminal offences listed in Article 136 (1) of the Financial Regulation, and for proof that no irregularities have been committed**, a recent extract from the judicial record of the tenderer or, failing an extract from the judicial record, a recent equivalent document issued by a judicial or administrative authority in the country of establishment showing that those requirements are satisfied would be acceptable. For the cases of grave professional misconduct, convictions for the criminal offences listed in Article 136 (1) of the Financial Regulation, deficiencies in contract performance and irregularities, the tenderer is also to be excluded if a person who is a member of the administrative, management or supervisory body of that tenderer, or who has powers of representation, decision or control with regard to that tenderer is in one of the situations mentioned.
- For **proof of non-bankruptcy and for compliance with the obligations relating to the payment of social security contributions and the payment of taxes**, a recent certificate issued by the competent authority of the State concerned. The tenderer is also to be excluded if a natural or legal person that assumes unlimited liability for the debts of the tenderer is in one of those situations.
- Where the documents or certificates referred to above are not issued in the country concerned, and in respect of the other exclusion situations referred to in Article 136 of the Financial Regulation, they may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of establishment.

Tenderers are strongly encouraged to initiate the procedure to obtain such evidence in good time as national systems vary substantially.

The following link: <http://ec.europa.eu/markt/ecertis/login.do> may serve as a guide for specific accepted documents for each Member State.

The tenderer to whom the contract is to be awarded shall be exempt from the requirement to submit the documentary evidence referred to above in case of international organisations acting as tenderer, if the contracting authority can access documentary evidence on a national database free of charge or 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 they are still valid. In such cases, the tenderer shall attest on his/her honour that the supporting documents have already been provided in a previous procurement procedure, that he/she shall identify, and that no changes in his/her situation have occurred.

The evidence and declaration regarding the exclusion criteria may be replaced by the European Single Procurement Document (ESDP).

13.3 Financial and economic capacity (selection criteria)

Tenderers shall have sufficient economic and financial capacity to enable them to perform the contract in compliance with the contractual provisions. If, in the light of the information supplied, the European Parliament has doubts about a tenderer's financial resources, or about whether these financial resources are insufficient for the performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

With regards to the contract which is the subject of this invitation to tender, the European Parliament furthermore requires tenderers depending on their country of residence (according to section 6 above) to have a minimum financial and economic capacity of:

- Minimum turnover over the last two financial years of

Country	Twice annual minimum wages (in 2019 figures)	Twice 60% of annual median income (in 2017 figures)
Austria	x	EUR 30,211
Belgium	EUR 38,256	
Bulgaria	EUR 6,864	
Croatia	EUR 12,144	
Cyprus	x	EUR 17,396
Czechia	EUR 12,456	
Denmark	x	EUR 35,260
Estonia	EUR 12,960	
Finland	x	EUR 28,764
France	EUR 36,504	
Germany	EUR 37,368	
Greece	EUR 16,416	
Hungary	EUR 11,136	
Ireland	EUR 39,744	
Italy	x	EUR 19,850
Latvia	EUR 10,320	
Lithuania	EUR 13,320	
Luxemburg	EUR 49,704	
Malta	EUR 15,240	
Netherlands	EUR 38,784	
Poland	EUR 12,552	
Portugal	EUR 16,800	
Romania	EUR 10,704	
Slovakia	EUR 12,480	
Slovenia	EUR 21,288	
Spain	EUR 25,200	
Sweden	x	EUR 30,474
United Kingdom	EUR 34,872	

For tenderers from non-EU countries the financial and economic capacity will be determined in analogy: twice the annual minimum wages (in 2019 figures) or, if not available, twice 60% of the annual median income (in 2017 figures).

Financial and economic capacity shall be assessed on the basis of the information included in the following documents, to be supplied by tenderers:

- Income declaration for at least the two most recent financial years. For legal persons, this can be done through a tax declaration, statement of overall turnover or audited accounts. For tenderers who are natural persons, gross income shall be deemed to represent turnover.

If the tenderer is unable to provide the documents requested, he may prove his economic and financial capacity by any other document which the European Parliament considers appropriate.

The tenderer may also rely on the capacity of other entities, irrespective of the legal nature of the links between himself/herself and those entities (see Sections 7 and 8 above on groups of economic operators and sub-contracting). In that case, he/she shall prove to the European Parliament that he/she shall have the resources necessary for the performance of the contract, for example by producing a commitment on the part of those entities to make them available to him. In that case, the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the commitment by the third party or about that party's financial capacity. Parliament may, where applicable, require the tenderer and those other entities to be jointly and severally liable for the performance of the contract.

13.4 Technical and professional capacity (selection criteria)

13.4.1 Proof of status

In relation to this procedure, the European Parliament does not request a proof of status and legal capacity at this stage of the procedure but reserves the right to do so at a later stage, if it deems it necessary.

13.4.2 Minimum requirements

Tenderers shall have sufficient technical and professional capacity to enable them to perform the contract in compliance with the contractual provisions. If, in the light of the information supplied, the European Parliament has doubts about a tenderer's technical and professional capacity, or if this is clearly insufficient for the performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

Minimum Requirements

With regards to the contract which is the subject of this invitation to tender, **the European Parliament requires tenderers**, including the persons responsible for carrying out the services, **to have the following technical and professional capacity:**

- At least one (1) person of the core team need to have a professional and/or academic experience of a minimum of three (3) years, of which at least two (2) years in one of the six (6) areas described under “Objectives” of the Global Terms of Reference of this Framework service contract (Annex I) the tenderer is applying for, obtained after their university degree Moreover,
 - to qualify as a **researcher**, a professional and/or academic experience of a minimum of three (3) years is required.
 - to qualify as a **senior researcher**, a professional and/or academic experience of a minimum of five (5) years is required.
 - at least one person to qualify as **project leader**, a professional and/or academic experience of a minimum of five (5) years is required.
- A publishing record in the field of the EU budget.

These minimal requirements of technical and professional capacity **shall be assessed** on the basis of the information included in the following documents, to be supplied by tenderers:

- The educational and professional qualifications (CVs) of the staff planned for the performance of the contract, including the ones of any sub-service providers or sub-contractors, if relevant. For each CV (**maximum three (3) pages**), the tenderer shall indicate if it corresponds to a researcher, senior researcher or project leader profile (please refer to the corresponding definitions used here above for additional information).
- A compilation of publications of the staff planned for the execution of the services on relevant issues carried out in the past five (5) years.

The tenderer or candidate may also rely on the capacity of other entities, irrespective of the legal nature of the links between himself and those entities (see Sections 7 and 8 above on groups of economic operators and sub-contracting). In that case, he/she shall prove to the European Parliament that he/she shall have the resources needed to perform the contract, for instance by providing a commitment by those entities to that effect. The European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the commitment of the third party.

For a group of economic operators and in case of sub-contracting, it is the global technical and professional capacity of all the members that is taken into account in the evaluation.

14. TECHNICAL AND FINANCIAL OFFER (AWARD CRITERIA)

Tenders shall be evaluated on the basis of the criteria for quality and price described below. The total number of points a tender shall receive shall be calculated by adding the price points to the quality points, using weighting factors of 75% for the quality and 25% for the price.

14.1 Quality

Quality Criteria
<p>With regards to the contract which is the subject of this invitation to tender, the European Parliament shall evaluate the quality of the tender (weighting factor 75%) based on the following Quality Criteria (points for each quality criteria in parenthesis, maximum points: 100):</p> <ul style="list-style-type: none">• Composition of the core team and pool of experts: Multidisciplinarity, coherence, variety and range of skills at the tenderer's disposal (30 points)• Understanding of at least one of the six (6) areas laid down under "Objectives" in the Global Terms of reference for the multiple Framework service contract: Description of current challenges (30 points)• Methodology: Strategy and means employed for the performance of the contract, quality and relevance of information and data sources with ready access (10 points)• Work organisation: Allocation of tasks within the team, management of team, workflow, quality control, ensuring high-quality English language proof-reading, attention to deadlines (30 points)

These quality criteria of the tender **shall be assessed** on the basis of the information included in Annex III of the multiple Framework service contract (entitled the technical offer), to be submitted by tenderer. In particular:

- **Composition of the core team and pool of experts (30 points):**

The tenderer shall describe the coherence, variety and range of academic and technical skills at its disposal on no more than five (5) pages. The team's composition should enable it to deal with a wide range of potential requests. Contractors are therefore expected to be able to operate across the relevant academic disciplines (e.g. social sciences, economics, (EU) law, statistics, etc.) as well as providing varied professional experience, preferably including people from different professional backgrounds relevant for the field of expertise to ensure multidisciplinarity (e.g. academia, public sector, private business, etc.). They should also be able to offer a good geographical and linguistic coverage of the EU. It is acknowledged that the range of potential requests is very broad. Therefore, tenderers should be able to propose a team structure in which a permanent core team would be able to cover the main tasks and skills while complementary and particularly specialised team members from a pool of experts can be recruited on a case by case basis depending on the nature of the requested expertise. In the case a tenderer does not hold all of the necessary expertise to fully cover the research requirements, he/she is invited to explore the possibilities of forming a group of economic operators or subcontracting. In such cases, Sections 7 and 8 of this document and

Article I.15 and II.6 of the multiple Framework service contract have to be taken into account.

- **Understanding of the field of expertise (30 points):**

On no more than five (5) pages per area, tenderers shall write an essay on the current issues and future challenges, at a European level, in one or more of the six areas of expertise as described under “Objectives” of the Global Terms of reference for the multiple Framework service contract. This may include information on the background and the main aspects of the field of expertise, the different scientific and stakeholder points of views, as well as particular issues to be examined.

- **Methodology (10 points):**

On no more than three (3) pages, tenderers shall describe the means employed for the performance of services, notably how they shall approach a future request for services and the availability of data. They shall provide a qualitative description of relevant information and data sources with proven ready access and how they intend to conduct interviews, gather further information and draft the research paper.

- **Work organisation (30 points):**

Tenderers shall explain on no more than five (5) pages how they intend to cater for the organisation, management and coordination of the work to be performed under the multiple Framework service contract. This covers not only a detailed explanation of their approach for effective quality control, but also how they intend to ensure effective and continuous cooperation with the responsible EP services, high-quality English language proofreading and the attention to deadlines.

A tender which does not score at least 50% on the quality criteria does not meet the quality requirements and shall not be evaluated financially. Thus, the tender shall be rejected.

However, in exceptional circumstances, notably to safeguard competition, the Authorising Officer by sub-delegation of the European Parliament may decide to retain a tender, even if the quality scores less than 50% in the quality criteria.

14.2 Price

Prices shall be firm and not open to revision.

The price quoted shall be expressed in EUR, including for countries that are not part of the Euro area. For tenderers in those countries, the amount of the tender may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and accept the risks or the benefits deriving from any variation.

Pursuant to Article 3 of the Protocol on the privileges and immunities of the European Union, the price quotation shall be submitted excluding VAT and other equivalent indirect taxes.

In case a service is ordered from a country outside the European Union, the price shall include all taxes.

The price offer shall be drawn up by the tenderer on the basis of the tables in Annex IV of the multiple Framework service contract.

Expertise has to be priced on the basis of transparent fees. The tenderer is requested to submit the price elements stated in Section 14.2.1 as part of the tender by filling in Annex IV of the multiple Framework service contract and including it in their tender.

Tenderers are reminded that a multiple Framework service contract does not constitute an obligation on the European Parliament to use any part of the budget allocated to the multiple Framework service contract.

14.2.1. Pricelist with daily rates

(See Annex I of the multiple Framework service contract: the global terms of reference, Section 6.1.2)

The tenderer should state his/her daily rates under Annex IV of the multiple Framework service contract by filling in Table 1. Daily rate in the table means the price per person/day deployed in EUR. Figures with up to two decimals may be used.

The tenderer should indicate daily rates in EUR for all categories of experts.

For comparison of the tender **price** (weighting factor 25%), the following rates shall be taken into consideration (maximum points: 100).

The financial evaluation shall be carried out on the basis of the table below:

Price offer	Maximum points: 100
Daily rates for:	
project leader	30
senior researcher	30
researcher	30
support staff	10

If one category of staff is not represented, the tenderer must indicate which other category of staff would take over the tasks of the missing category. This shall be reflected in the Technical Offer. The price for the missing category will be attributed based on the price of the category replacing it.

14.2.2. Travel expenses to meetings in Brussels or Strasbourg

Any travel of the contractor's staff in connection with specific requests for presentations in the Brussels or Strasbourg premises of the European Parliament shall be reimbursed according to the rules laid out in Annex I of the multiple Framework service contract: the global terms of reference, Section 6. Working time in case of meetings/presentations shall have to be covered through the daily rates and days calculated for the specific services.

14.3 Calculation of scores

14.3.1 Calculation of the quality scores (quality points)

The quality scores shall be calculated by adding the points received for each quality criteria during the evaluation:

Quality points = (composition) + (understanding) + (methodology) + (work organisation)

The maximum number of points is 100.

14.3.2 Calculation of the financial scores (price points)

The financial scores for each category of staff shall be calculated according to the following formula:

$$\text{Price points} = \frac{(\text{maximum price points}) * (\text{lowest price offer})}{(\text{price of the respective tender})}$$

The maximum number of points per category are awarded to the lowest bidder and the points for the other bidders are calculated according to the formula above.

The points for the four categories of staff are then added up to get total price points.

14.3.3 Calculation of final score

The overall score (total number of points of a tender) for a given lot shall be calculated by adding up the price points and the quality points as follows:

$$\text{Total points} = \text{Quality points} * 75\% + \text{Price points} * 25\%$$

15. NOTIFICATION OF RESULTS

The European Parliament shall inform all unsuccessful tenderers, simultaneously and individually, by letter or email, that their tender has not been accepted. In each case, the European Parliament shall indicate the reasons for the rejection of the tender, and possible means of appeal.

Simultaneously with the notifications of rejection, the European Parliament shall communicate the award decision to the successful tenderers, stating that this does not constitute an obligation on the part of the institution. The contract may not be signed until a **standstill period of 15 calendar days**, commencing the day after the date of simultaneous notification of the rejection and award decisions, has elapsed. In any case, the award decision shall become definitive only when the selected tenderer has submitted the requisite documentary evidence concerning the exclusion criteria referred to in Section 13 above and when this has been accepted by the European Parliament. Such acceptance shall always be communicated in writing, and shall enable the selected tenderer to sign the contract if the period of 15 calendar days has elapsed.

Any contract which is signed before the period of 15 calendar days has elapsed is null and void.

Any unsuccessful tenderer may obtain additional information about the grounds for the rejection of his/her tender by requesting this in writing, by letter or email. Only tenderers who have submitted an admissible tender may obtain information about the characteristics and relative advantages of the tender chosen, together with the name of the tenderer awarded the contract. Tenders are deemed

admissible if tenderers are not excluded and comply with the selection criteria. However, some information shall not be communicated if it would hinder application of the law, would be contrary to the public interest or would harm the legitimate business interests of public or private undertakings or could distort fair competition between them.

16. SUSPENSION OF THE PROCEDURE

If necessary, after the results have been notified and before the contract is signed, the European Parliament may suspend the signing of the contract for additional examination if this is justified by the requests or comments made by unsuccessful or aggrieved tenderers or by any other relevant information received. The requests, comments or information concerned shall be received during the 14 calendar days commencing the day after the date of simultaneous notification of the rejection and award decisions or, where applicable, the publication of a contract award notice. In the case of suspension, all the tenderers shall be informed within three (3) working days of the suspension decision.

Following the additional examination arising from the suspension of the procedure, the European Parliament may confirm its award decision, modify it or, where applicable, cancel the procedure. The reasons for any further decision shall be stated and communicated in writing to all the tenderers in contention.

For tenderers' convenience: Labels to be affixed to the outer and inner envelopes when a tender is sent, as per Section 2 of the Rules for tendering

**EUROPEAN PARLIAMENT
Directorate-General Internal Policies of the Union
Directorate D - Budgetary Affairs
For the attention of Mrs Monika STRASSER, Director**

Invitation to tender IP/D/ALL/FWC/2020-001

**Building Square de Meeûs, Room 06Y072
Rue Wiertz 60
B - 1047 BRUSSELS**

name and address of the tenderer

**NOT TO BE OPENED BY THE MAIL SERVICE
OR ANY UNAUTHORISED PERSON**

In the case of several packages or envelopes: make copies of the label and repeat the operation