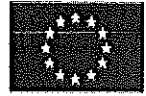


EFCA internal reference: [EFCA/2014/A/14]



TENDER SPECIFICATIONS

Open Tender Procedure

EFCA Internal Reference No [EFCA/2014/A/14]

“TRAVEL AGENCY SERVICES FOR EFCA”

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A.
SECTION A – INTRODUCTION

A.1 WHAT IS EFCA?

The European Fisheries Control Agency ('EFCA') is a European Union body established to work in specialised areas of EU policy. Specifically, it was set up by the European Council (Council Regulation (EC) No 768/2005 of 25 April 2005). Its mission is to promote the highest common standards for control, inspection and surveillance under the Common Fisheries Policy (CFP).

EFCA brokers operational cooperation between and gives assistance to Member States and the Commission. It organises coordination and cooperation between national control and inspection activities and assists the Commission and Member States by providing training to Member States inspectors and trainers, in order that CFP rules are respected and applied effectively and in a uniform manner.

The Agency contributes to a level playing field for the fishing industry so that obligations are observed and everyone in the sector is treated equally, wherever they might be operating. Secondly, it contributes towards sustainable fisheries by enhancing compliance with existing conservation and management measures to the benefit of present and future generations.

More information on EFCA and its activities can be found on the web site: <http://www.efca.europa.eu>.

EFCA is located in Vigo since 1 July 2008.

A.2 WHAT IS A TENDER?

Calls for tenders are the means used by EFCA to procure supplies and services. The purpose of competitive tendering for awarding contracts is two-fold:

- to ensure the transparency of operations;
- to obtain the desired quality of services and supplies at the best possible price.

The applicable regulations, namely the Financial Regulation applicable to the general budget of the European Union (Regulation (EU, Euratom) No 966/2012 of 25 October 2012), as well as its rules of application (Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012), and the **Financial Regulation applicable to EFCA** adopted on 31 December 2013, oblige EFCA to guarantee participation, on equal terms, for all eligible tenderers.

A.3 WHO CAN PARTICIPATE?

EFCA calls for tender are open on equal terms to all economic operators registered in the European Union and all EU citizens and to all natural and legal persons in a non-EU country which has signed a bilateral agreement with the European Union in the field of public procurement under the conditions laid down in that agreement .



B.
SECTION B – GUIDELINES AND GENERAL INFORMATION RELATED TO THIS TENDER

B.1 WHAT SHOULD MY TENDER CONSIST OF?

B.1.1 Technical and financial proposals

The technical proposal must be consistent with the terms of reference and contain all information requested in Section C and Annexes B to I, including any specific documentation required. In preparing the technical proposal you should bear in mind the award criteria against which it will be evaluated, see Section C.4.

The financial proposal must include a detailed financial breakdown based on the format found in Annex B.

B.1.2 Supporting documentation

The supporting documentation is an important part of your tender and must be complete to guarantee that your technical and financial proposals will be evaluated.

Eligibility documents

The documents required by Section B.6 below demonstrating that the tenderer is eligible to tender for this contract must be provided.

Selection criteria documentation

All documentation requested in Section C.3.

B.2 CAN I OFFER SOMETHING WHICH VARIES FROM WHAT IS REQUESTED IN THE TERMS OF REFERENCE?

Tenderers may **not** submit tenders for only part of the supplies/services required.

B.3 CAN A CONSORTIUM OF COMPANIES/ORGANISATIONS SUBMIT A TENDER?

Joint tenders from consortia of service providers are permitted provided that conditions for adequate competition are observed.

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

Consortia must fill in Annex E and indicate which legal form they intend to assume and specify the role, qualifications and experience of each member of the group, as well as who has been appointed by the others as the lead partner. The lead partner shall be the contracting party with EFCA and shall be responsible for the overall performance of the contract and management of the other members of the consortium. See Sections C.3 and D for all documentation required from the consortium and/or from its leader.

Notwithstanding the above, all members of the consortium (i.e., the leader and all partners), are jointly and severally liable to EFCA.



B.4 IS SUBCONTRACTING ALLOWED?

Sub-contracting is permitted.

All subcontracting must be approved by EFCA, either by accepting the Contractor's offer, or, if proposed by the Contractor after contract signature, by prior written approval, being requested and granted.

The tenderer must indicate clearly in their methodology, which parts of the work will be sub-contracted, and the identity of all subcontractors. Full details of such subcontractors must also be provided in Annex G. See Sections C.3 and D for all documentation required from the tenderer and possibly from its subcontractor(s).

EFCA may demand additional information from the tenderer on the part of the contract the tenderer intends to subcontract to third parties and on the identity of the subcontractors. If so requested, the tenderer must provide the documents regarding the exclusion and selection criteria not only on his behalf, but also on behalf of the subcontractor(s).

The documents on exclusion and selection criteria concerning the subcontractor(s) must always be provided when the tenderer relies on the capacities of subcontractors for fulfilling the selection (financial and technical capacity) criteria.

If the economic and financial selection criteria are fulfilled by relying on a third party, EFCA may demand, if that tender wins the contract, that this third party signs the contract (becomes a contractor) or, alternatively, provides a joint and several first-call guarantee. If the third party chooses to sign the contract, EFCA should ensure that it is not in exclusion situation and it can participate to EFCA calls for tender¹.

B.5 DOES THIS CALL FOR TENDERS INCLUDE LOTS?

This tender **is not** divided into Lots. The tenderer must be in a position to be able to provide all supplies/services requested.

B.6 HOW DO I COMPLY WITH THE FORMAL REQUIREMENTS TO BE ELIGIBLE FOR TENDERING?

By completing and signing the form provided in Annex F, tenderers certify that they are not excluded from participation and from the awarding of the contract, as provided for in Article 85 of the Financial Regulation applicable to EFCA, and Articles 106 and 107 of Regulation No 966/2012.

In case of a consortium submitting a tender, each member of the consortium has to complete and sign Annex F individually.

Successful tenderers, whose contracts' value exceeds EUR 134.000, will be asked to provide – before the signature of the contract – proof of not being in any situations as mentioned under B.6.1 below. The list of certificates and competent authorities for their provision in the EU countries is available under:

http://ec.europa.eu/internal_market/publicprocurement/e-procurement/e-certis/index_en.htm.

¹ See point A.3.



EFCA may waive the obligation for a tenderer to submit the documentary evidence of exclusion criteria if such evidence has already been submitted to it for another procurement procedure and provided the documents were issued not more than one year earlier and are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that there has been no change in his situation.

B.6.1 Exclusion criteria for participating in a tender procedure (re: article 106(1) Regulation No 966/2012)

Tenderers shall be excluded from participation in a procurement procedure if:

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

B.6.2 Exclusion criteria for awarding the contract (re: article 107 Regulation No 966/2012)

A contract shall not be awarded to tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interests;

ej

- (b) are guilty of misrepresenting the information required by the Contracting Authority as a condition of participation in the procurement procedure or fail to supply that information.
- (c) find themselves in one of the situations of exclusion, referred to in Article 106(1) of Regulation (EU, Euratom) No 966/2012² for this procurement procedure.

Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Union's budget and shall also receive financial penalties in accordance with Article 85 of the **Financial Regulation applicable to EFCA** adopted on 31 December 2013.

B.7 DOES EFCA REQUEST A FINANCIAL GUARANTEE FOR THIS CONTRACT?

A financial guarantee is not requested for this contract.

B.8 HOW WILL MY TENDER BE EVALUATED?

Tenders complying with the formal requirements checked during the tender opening session will be evaluated in three stages:

1. The evaluation committee checks the eligibility of the tenderer to participate (checking of Exclusion criteria) to the tendering procedure.
2. The evaluation committee checks the capacity of the tenderer to perform the contract in view of the Selection Criteria as defined in Section C.3. If one of the relevant criteria listed under the Selection Criteria is not positive, the tender may not be further evaluated.
3. Each committee member evaluates the tenders and awards a score against the Award Criteria as defined in Section C.4. The tender that offers best value for money will be assessed according to the method detailed under Section C.4.

The tender evaluation procedure is confidential. The evaluation committee's deliberations are held in closed session and its decisions are collective.

B.9 WHAT TYPE OF CONTRACT AND HOW LONG WILL THE CONTRACT LAST?

The contract to be awarded is a framework contract with one service provider.

Actual orders will be placed after the framework contract is signed and in force, through "order forms" concluded in performance of the framework contract.

The contract to be awarded will be established on the basis of the enclosed draft contract for a period of two years.

Under no circumstances may implementation commence before the date on which the Contract enters into force.

Subject to budgetary availability, satisfactory performance of the initial contract and

² See point listed under B.6.1



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continued requirement by EFCA, the contract may be renewed up to 2 times, each time for a period of one year. Renewal does not imply any modification or deferment of existing obligations.

Following the present call for tender and pursuant to Article 85 of the Financial Regulation applicable to EFCA adopted on 31 December 2013 as well as Article 134(1)(f) and Article 134(3) of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 laying down rules of application, EFCA may use a negotiated procedure for the award of new services which entail the repetition of similar services entrusted to the contractor who was awarded the original contract. That procedure may be used only during the execution of the original contract, and at the latest during the three years following its signing.

B.10 OTHER INFORMATION

Tenderers are expected to examine carefully and respect all instructions and standard formats contained in these specifications and in the Invitation to Tender. A tender, which does not contain all the required information and documentation, may be rejected.

EFCA does not reimburse expenses, such as performing site visits and/or attendance at opening sessions, incurred during the tendering procedure.



C.
SECTION C – SPECIFIC INFORMATION RELATED TO THIS TENDER

C.1 TERMS OF REFERENCE

The purpose of these Terms of Reference is to give instructions and guidance to tenderers about the nature of the tender they will need to submit and to serve as the contractor's mandate during project implementation. The Terms of Reference ensure that the project will be properly conceived by the contractor, that the work is carried out on schedule and that resources will be optimised.

The Terms of Reference will become part of the contract that may be awarded as a result of this call for tenders.

TERMS OF REFERENCE

"TRAVEL AGENCY SERVICES FOR EFCA"

(EFCA Internal Reference No EFCA/2014/A/14)

1. Awarding Authority

European Fisheries Control Agency (EFCA)
Avda. García Barbón, 4
E-36201 Vigo
Spain

Telephone: + 34 986 12 06 10

Fax: + 34 886 12 52 34

E-mail: efca@efca.europa.eu

2. Background information

The EFCA requires an experienced travel agency in order to make travel as well as accommodation arrangements as required, for the EFCA staff members and invited experts and any other persons who travel on behalf, or per request, of the EFCA across Europe and beyond, with emphasis on the EU Member States. EFCA's offices are established in Vigo, Spain.

The EFCA uses the term "Mission" to describe an authorised business trip of its staff or invited experts and any other persons who travel on behalf, or per request, of the EFCA (hereafter referred to as "mission performer"). Each mission has a specific mission reference number.



3. Contract objectives

This tender will result in the conclusion of a framework service contract for the provision of corporate business travel agency services for EFCA staff, invited experts, and any other persons who travel on behalf, or per request, of the EFCA.

To support corporate business activity of the EFCA at EU and international level, the services shall comprise (non exhaustive definition): the provision of transport tickets, hotel reservations and car rental, and may include any other related services such as booking of meeting rooms and connected services.

Travel arrangements will be made on the basis of the most convenient trip (shortest schedule possible in terms of the time schedule from departure to destination and return back) at the best possible price to the EFCA, according to the provisions mentioned hereafter.

4. Description of the services required

4.1. General Service

The successful tenderer shall provide as soon as possible to the EFCA and to the mission performer all the necessary services related to the organisation of a given trip. It has to include, in particular the time schedules, the different flight options and possibilities to combine a flight with other means of transport, any formalities to be fulfilled, prices, addresses of the booked hotels, if any, and if relevant, suggestions for appropriate hotels at reasonable prices in the place of destination, etc.

The successful tenderer shall confirm, within the deadlines settled in point 4.4 of this section the final booking to the EFCA by email, transmitting all the relevant information which will include the route and the terms and conditions for the issuing and use of tickets (including all type of reservations, hotel, combined transport, reservation, car rental, voucher etc.).

At the request of the EFCA, the successful tenderer shall provide to the mission performer, any information relating to local transport means (including shuttle services organised by hotels) for connections between airports and city centres (or other destinations as specified).

The successful tenderer shall ensure the issue of all tickets for air, rail, road and sea travels, vouchers for hotel bookings and any other related service required by the EFCA for its staff participating in a mission or people travelling for the EFCA. The tickets issued and all other services provided shall be in accordance with the services as confirmed on the order form (see draft order form in Annex A).

See Annex A, Article I.10.6 as regards direct agreements of EFCA with third parties.

Services shall be provided in conformity with the EFCA internal rules for missions laid down in the 'EFCA Missions guide'. The guide will be provided to the successful tenderer after the award of the contract. See Article I.10.5 of the draft contract in Annex A for further details on the successful tenderer's obligations to that respect.

A summary of the relevant information of the EFCA Missions guide can be found in Annex I.



4.2. Issuing tickets

For each trip, the successful tenderer shall propose the best possible price combining the most direct and least expensive routes to achieve cost effectiveness. In doing so, the successful tenderer shall take into account the cost of transport, the cost of subsistence expenses and the number of people going to the same destination.

As a general rule, for all tickets (air, rail, road and sea) (3) three alternatives shall be proposed. Additional alternatives shall be proposed upon request. The proposed alternatives shall include 'low cost' fares and existing options to combine a flight with train, road or sea transports.

When preparing the alternative proposals, the successful tenderer shall consider Vigo, Santiago and Porto airports as possible points of departure/ arrival. If flights depart from or arrive at Santiago or Porto airport, the alternatives proposed shall also include the necessary transport between Vigo and Santiago airport or Vigo and Porto airport.

The successful tenderer shall endeavour to be proactive in the search for different routing options and the appointed dedicated personnel shall be prepared to carry out manual search when needed.

As a general rule, the successful tenderer shall issue tickets in line with the most economic fare available in the market at the moment of the booking (see Annex A, article I.10.2.b). Should there be constraints that prevent the person going on a mission taking advantage of the most economic fare; the successful tenderer shall proceed with the booking only upon presentation of a written request by the responsible person.

The travel agency shall always crosscheck if a request coming from the EFCA is in line with the "EFCA Missions Guide".

Reply to fare enquiries shall be provided by e-mail within four (4) working hours from the original enquiry at which time the EFCA shall receive routing options (where available) and relevant cost quotations.

In case of air travel, preference should be given to the scheduled flights (including low cost/fare companies) over charter flights. If the prices proposed are more expensive than those the EFCA is able to purchase on its own, the EFCA shall be entitled to purchase the tickets directly.

The **ticket quotation** shall clearly mention the following:

- Price quote with reference to the final date of issue;
- Mission order reference number (as communicated by EFCA);
- Itinerary (detailed flight/train/bus/etc. hours of departure and arrival);
- Ticket class (economy by default – business class ticket can also be issued in exceptional circumstances and in compliance with the EFCA 'Missions Guide').

The successful tenderer shall endeavour to assist the Agency in fully benefiting from promotions or specific preferential rates negotiated by the successful tenderer and immediately inform the EFCA.

In case of a mission involving a group of people, the successful tenderer shall be capable of

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organising any special/ suitable means of transport required as well as any other service related with the organisation of this type of mission, by always ensuring the most economic fares.

In case of 'low cost' tickets, the successful tenderer shall be able to advance the payment of the ticket whose amount shall be then invoiced in the monthly invoice to the EFCA.

In case of air travel: The successful tenderer shall always ensure that the **connection interval** between flights allows enough time to move from one plane to the other. All connection details shall be clearly presented at the time of the ticket quotation especially in case of transports required between airports, and/or terminals, etc.

The different options proposed shall be valid for a sufficient time thus allowing the EFCA to evaluate the best suitable option (i.e. an option for travel schedule with a validity of less than 24 hours shall be avoided).

Changes of tickets/routing should be dealt within two (2) hours as from the EFCA request, including the revalidation of the relevant ticket. Any modification shall be authorised by the responsible person in the EFCA.

Response times minimum requirements:

Fare enquiries:	Four (4) working hours from the original enquiry (KPI 1)
Changes of tickets/routing:	Two (2) hours as from the request (KPI 2)

For information, EFCA estimates that per quarter and in average 180 aggregate enquiries (fare and/or accommodation and/or car rental) will be made.

For information, changes on tickets do not happen frequently at EFCA.

Compliance with response times will be measured via Key Performance Indicators (KPI), see article I.10.1 of Annex A.

4.3. Travel in private interest of person going on mission

If the mission route is combined with travels for personal reason (i.e. combination with holidays or other personal reasons), the private part shall not be invoiced to the EFCA and shall be paid directly by the person interested without any involvement of the EFCA. Any overcharging, for a reason formally ascribable to the successful tenderer, shall be documented and supported by the latter, and shall be compensated in future payment requests (i.e. invoices). See Annex A, article I.10.2.c.

4.4. Delivery of travel documents

The use of the electronic ticket (e-ticket) shall have priority on all airline companies and companies of other means of transport having the capacity to provide this type of tickets so as to reduce the costs of issuing and delivering the tickets. Electronic tickets shall be delivered by e-mail to the person previously indicated with acknowledgement of receipt. Travel documents shall be delivered within 24 hours. See Annex A, article I.10.2.a.

The travel tickets and accompanying documentation shall contain information on:

- Name of the person on mission;
- Complete itinerary;
- Ticket class;
- Fare and tax details, including fare calculation details and additional data such as flight codes;
- Fare restrictions, change or refund permissions;
- Baggage allowance;
- Carriage terms and conditions;
- Other relevant information;

The unused or partially used tickets shall be taken back by the successful tenderer in the same way they were provided, with proof of receipt.

If for any reason, the use of electronic documentation is not possible, the successful tenderer shall deliver, in due time, to the mission performer, in their offices, any relevant transport document and any other needed documents to carry out the mission, against a dated and signed receipt. The receipt is to be drafted and kept by the successful tenderer.

Any delivery shall be made 24 hours at the latest before the start of the mission, except for orders placed less than 48 hours before the beginning of the mission, in which case the delivery shall be done beforehand in the office of the person going on the business trip or, in the event that this proves to be impossible, in the airport. No additional charges shall be made for this delivery service.

4.5. Arranging accommodation

The successful tenderer shall arrange accommodations upon request, within a price range communicated by the EFCA³. When searching for options, the successful tenderer shall take into account several factors such as the proximity to the mission venue and the effort required to arrive to destination.

All information on accommodation shall be provided at the earliest convenience and no later than four (4) working hours from the request. As a general rule, (3) three alternatives shall be proposed.

Upon request, the successful tenderer shall issue a voucher for hotel booking at no extra cost. In this regard, the successful tenderer shall guarantee that any voucher is valid on the date of arrival at the hotel of the person going on mission and shall settle the accommodation costs directly with the hotel. In accordance with the applicable rules, and as a general rule, accommodation cost shall exclude breakfast, or if breakfast is offered as part of a specific deal, its price should be separately stated on the voucher.

The successful tenderer shall also be able to book accommodation at a hotel which is suggested by EFCA at a special price that EFCA is entitled to acquire as a participant to an event and to settle the accommodation costs directly with the hotel.

In this regard, the successful tenderer shall also have availability of:

- a broad list of suitable accommodation with guaranteed rates up to the threshold

³ Hotel ceilings per country in use by EFCA, please see Annex I



communicated by the EFCA in the convenient locations that are most visited by EFCA staff (list of EFCA's most frequent mission under point 4.13 of this Section). This list will be regularly updated by the EFCA in close cooperation with the successful tenderer (i.e. with the Account Manager)

- any other list of hotels available to the EFCA. For information the European Commission launched a call for expressions of interest⁴ on 09/09/2014, with the objective to make accessible a list of hotels with agreed rates to be available for staff of the European Commission and EU agencies; once the list is available it will be provided to the successful tenderer;

The voucher and accompanying documentation shall contain information on:

- Name of the person on mission;
- Information about the hotel;
- Arrival/departure date;
- Type of room;
- Booking flexibility and related costs regarding possible changes or cancellation;
- Other relevant information.

Response times minimum requirements (KPI 3):

Accommodation enquiries: Four (4) working hours from the original enquiry

For information, EFCA estimates that per quarter and in average 180 aggregate enquiries (fare and/or accommodation and/or car rental) will be made.

Compliance with response times will be measured via Key Performance Indicators (KPI), see article I.10.1 of Annex A.

If the prices proposed by the successful tenderer are more expensive than those the EFCA is able to purchase on its own, the EFCA shall be entitled to purchase directly the services.

4.6. Car rental/ Rental limousine with driver

If car rental at the place of destination is required, the successful tenderer shall ensure the issuing of booking and vouchers with the most advantageous car rental company operating on the spot. As a general rule, (3) three alternatives shall be proposed. The successful tenderer shall guarantee that vouchers for car rental are valid on the date of arrival at the place of destination of the person going on mission and shall settle the rental costs directly with the car rental company.

The voucher and accompanying documentation shall contain information on:

- Name of the person on mission;
- Information on the pick-up / drop-off location and time;
- Vehicle class (with detail of the basic features);
- Booking flexibility and related costs regarding possible changes or cancellation;
- Information about insurance coverage;
- Other relevant information.

⁴ TED Tenders Electronic Daily - 2014/S 172-304230



The EFCA may also request the services of a limousine/van/bus including the services of a driver.

Response times minimum requirements (KPI 4):

Car rental enquiries: Four (4) working hours from the original enquiry

For information, EFCA estimates that per quarter and in average 180 aggregate enquiries (fare and/or accommodation and/or car rental) will be made.

Compliance with response times will be measured via Key Performance Indicators (KPI), see article I.10.1 of Annex A.

4.7. Invited experts, and any other persons who travel on behalf, or per request, of the EFCA

The successful tenderer shall be able to manage requests from the EFCA for invited experts or any other persons who travel on behalf, or per request, of the EFCA.

Meetings/ seminars/ workshops organized by EFCA may require the presence of external individuals; the successful tenderer shall be in position to arrange travel and/or accommodation as required by the EFCA.

The EFCA may submit the details of the meeting (including date and place and the name and address of each participant) to the successful tenderer requesting that travel and/or accommodation is provided for each participant.

Travel arrangements and/or accommodation will be made on the same provisions as for EFCA's staff members.

A mechanism to control and follow-up this kind of requests should be agreed between the EFCA and the successful tenderer during the contract implementation, at no extra costs for the EFCA.

4.8. Meeting rooms and connected services

The EFCA may require from the successful tenderer to be in charge of booking a meeting room and connected services needed (e.g. catering, rent of multimedia equipment, etc...) for a particular meeting/seminar/workshop. The location and the actual needs for each meeting will be communicated by the EFCA. The successful tenderer shall reply to the EFCA's enquiry no later than three (3) working days from the date of the request. As a general rule, (3) three alternatives shall be proposed.

Response times minimum requirements (KPI 5):

Booking meeting room enquiries: Three (3) working days from the date of the request

For information, EFCA estimates that per quarter and in average 6 enquiries will be made.

Compliance with response times will be measured via Key Performance Indicators (KPI), see article I.10.1 of Annex A.



4.9. Providing assistance in obtaining visas

Where any member of the EFCA staff by reason of his/her nationality requires a visa for a business trip, the successful tenderer shall endeavour and mediate with the appropriate visa issuing authorities to obtain such a visa in good time before the departure date. If necessary, the successful tenderer will be able to pre-pay the visa fee, which can be invoiced to the EFCA afterwards.

4.10. Cancellations

In case of cancellation or modification of a travel or any other service, the best alternative option to facilitate the mission completion shall be provided. In addition, the successful tenderer shall endeavour to reduce the risk of penalties that will be charged for such a change to the EFCA. See Annex A, article I.10.2.d.

4.11. Flexibility of working hours

The successful tenderer shall be available and provide the services as detailed in this call for tender during EFCA working days (i.e. Monday-Friday) and during EFCA normal working hours from 09h00 to 18h00 (continuously).

For urgent issues/enquiries, the Travel Agency has to guarantee "hotline" services 7 days a week and 24 hours per day. The successful tenderer must provide assistance to staff who are travelling and inform them immediately of any changes, cancellations or problems with their travelling.

The list of the holidays of the EFCA will be provided to the successful tenderer at the beginning of each year. As an indication, the EFCA holidays for year 2015 can be found under point 4.13 of this section.

4.12. Communications of interest to the EFCA

The successful tenderer shall inform the EFCA immediately of any change in scheduled flights and of any other significant circumstance that may occur implying changes in scheduled flights (i.e. planned strikes, disruptions derived by bad weather conditions or natural disasters, availability of new carriers operating which might be of interest to the EFCA, etc.).

4.13. Additional information

- EFCA Holidays for 2015:

1-6 January,
2, 3, 6 April,
1, 14, 25 May,
12 October,
2 November,
24-31 December.



- List of EFCA's most frequent missions

City of Origin	VIGO (SPAIN)
	SANTIAGO DE COMPOSTELA (SPAIN)
	PORTO (PORTUGAL)
Most frequent destinations	BRUSSELS
	LUXEMBOURG
	HAMBURG
	LISBON
	LONDON
	PARIS
	BARCELONA
	GOTHENBURG
	ALICANTE
	ZAGREB
	DUBROVNIK
	TALLINN
	GDANSK
	ATHENS
	EDINBURGH
	RIGA
	AMSTERDAM
	BILBAO
	ROME
	MALTA
NANTES	
COPENHAGEN	

The most frequent travel is to/from Brussels about 140 times/year, all the other destinations indicated were used in average between 2 to 10 times/year.
Destinations outside EU, mainly within Asia and Africa, about 15 times/year.

For information purposes the Hotel ceilings by country in use by EFCA can be found in Annex I.

5. Technical measures

5.1. The successful tenderer shall perform the services as external service (extra muros), from its own premises.

5.2. Installations and equipment:

The successful tenderer shall be properly equipped as to be able to provide all services as specified in this call for tender (i.e. telephone line/s, fax line/s and e-mail, dedicated to the EFCA, as well as any connections needed for the booking systems of the travel companies – air, rail, sea –, or any other relevant suppliers). The successful tenderer shall constantly up-date the afore-mentioned technical systems as to ensure cutting-edge services. The successful tenderer shall be responsible for any expenses related to such installation and respective use. The EFCA reserves the rights to refuse the use of any system which in the opinion of the EFCA does not guarantee a sufficient level of quality of the service provided.

5.3. A dedicated telephone line (or as many as necessary) and a dedicated e-mail

including cross references (i.e. kind of reservation by destination, airline per country of destination, class of the reservation by provider, Mission Number etc.).

8. Invoicing and account management

The essential elements which will have to be included in the invoices and supporting documentation, their format and presentation as well as the technical methods of transmission of the data and documents (e.g. e-invoicing will be implemented by EFCA) will be communicated to the successful tenderer before the entry into force of the framework contract. For further details see Article I.4.2 and I.4.3 of draft contract in Annex A.

9. Protection of personal data and confidentiality

Valid for all missions, services and provisions: EFCA remains the owner of data collected, including any and all personal data related to a mission. See Articles II.5 and II.6 of the draft contract in Annex A for further details.

10. Provisional timetable

The framework contract should commence on the date indicated by EFCA prior to the contract signature, see Annex A, article I.2.1.

11. Place of work and meetings

The tasks are to be performed at the premises designated by the successful tenderer and agreed by the EFCA. A number of co-ordination meetings with the EFCA will be held at no extra costs. As minimum, one coordination meeting will be held at the EFCA's premises in Vigo (Spain) at the moment of signature of the contract for defining all necessary details for a prompt and effective take over from the previous contractor and in order for the successful tenderer to get acquainted with EFCA rules and procedures. For other coordination meetings (i.e. quarterly meetings and when requested by the EFCA) video conferences may be held as well if necessary.

12. Budget

The maximum budget for the implementation of the contract is EUR 3.000.000 over a maximum period of 4 years.

The contract value without this being binding for the EFCA is estimated to be seven hundred and fifty thousand (750,000) Euros annually.



address or subject to the EFCA's approval, any other electronic channel, shall be put in place to facilitate the communications between the EFCA and the successful tenderer and in order to avoid unnecessary delays in addressing any request and/or issue.

- 5.4. In the near future, the EFCA intends to use an electronic application to create and manage the travel orders and the statement of expenses, the successful tenderer should be able to access the application from its premises. See also Annex A, article I.4.3.

6. *Personnel of the travel agency*

- 6.1. High level of professionalism and "customer-orientation" is required. The number of staff assigned for the provision of the services object of this call for tender shall be sufficient in order to respond to EFCA requests in a prompt and timely manner.
- 6.2. An **Account Manager** shall be appointed with adequate competences and responsibilities to represent the successful tenderer in meetings convened regularly by the EFCA.
- 6.3. The successful tenderer shall appoint one **contact person (at least)** with the necessary skills (i.e. fluent in English, adequate experience, etc.) who shall deal with all types of EFCA bookings and any related issue which may arise.

7. *Reporting*

- 7.1. The successful tenderer shall produce regular reports with detailed statistics each quarter, taking into account all the transactions carried out on all types of services provided during the period concerned. Reports shall arrive within a maximum of 10 working days from the end of the previous period (quarter).

Quarterly detailed report:

This report shall include statistics on the following elements and shall be provided in an electronic format compatible with the systems available in EFCA (i.e. MS Excel) in a way that can be sorted by the different criteria requested.

- Mission Order number of business trip;
- Name and surname of the person going on business trip;
 - Administrative entity (i.e. unit, sector);
 - Financial summary;
 - Issuing date of the ticket of the hotel booking or the booking of a rental car;
 - Ticket number, voucher number for hotel bookings and car rentals;
 - Date of issue of the invoice or credit note;
 - Number of the invoice or credit note;
 - Final destination;
 - Exact route;
 - City and Country of destination;
 - Airline(s) used – name of the hotel or of the car rental company;
 - Current booking class(es) – kind of hotel room – class and kind of car;
 - Net paid price;
 - Amount of taxes;
 - Total price;
 - Amount of the transaction fee;
 - Compliance with the response times requirements (KPI's), as listed in Annex A, article I.10.1., in particular, number of occurrences of response time not respected.

- 7.2. Furthermore, upon request of the EFCA, the successful tenderer shall be able to provide the total amount consumed at any moment and to provide statistics

EFCA internal reference: [EFCA/2014/A/14]

For pure information purpose:

2015	2016
Number of missions estimated: 660	Number of missions estimated: 680
Number of mission days estimated: 3150	Number of mission days estimated: 3250
Number of workshops/seminars: 15	Number of workshops/seminars: 20

Costs relating to any detours or parts of the journey made by the mission performer for private reasons are not subject to the conditions of the framework contract and shall not be taken into account for the purposes of the contract ceiling.



C.2 CONTENT OF THE FINANCIAL PROPOSAL

In drawing up a proposed financial proposal, tenderers should specify the estimated cost for each of the services as described in the Terms of Reference and Annex B.

In drawing up their bid, tenderers should bear in mind the provisions of the standard contract and the general terms and conditions applicable to contracts of EFCA, both of which are annexed to these Tender Specifications.

C.2.1 Prices

The financial proposal must be based on the format as indicated in **Annex B**.

Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union and Article 20 of Council Regulation (EC) No 768/2005 EFCA is exempt from all duties, taxes and other charges, including VAT.

For this reason all prices given in the financial breakdown should be free of VAT and other taxes or duties.

Tenderers to which the exemption does not apply should state in their financial breakdown the price exclusive of taxes and the corresponding tax. For all Member States, EFCA will issue a VAT Exemption Certificate in respect of the contract.

In addition to the above:

- Prices must be quoted in Euro using the conversion rates published in the C series of the Official Journal of the European Union on the day when the notice of invitation to tender was published
- The price shall be a fixed amount.
- Prices shall include all types of costs to be borne for the performance of the contract (including meetings, administrative overheads, etc.). Different price options will not be accepted and will entail the refusal of the offer.

C.3 SELECTION CRITERIA

Tenderers must submit evidence of their capacity to perform the contract. Tenders will be evaluated to ensure that the information requested in the selection criteria has been provided and that tenderers fulfil all these criteria.

Tenderers who may have previously submitted supporting evidence in response to another of EFCA's call for tenders may NOT refer back to a previous submission. All documentation requested in these specifications MUST be submitted for this call for tenders.

In case of a consortium submitting a tender,

For "economic and financial capacity" (Section C.3.2) the evidence must be provided for each member of the consortium and will be checked individually, except for turnover requirements where evidence provided by each member of the consortium will be checked at consortium level (consolidated).

For "professional and technical capacity" (Section C.3.3) the evidence must be provided by each member of the consortium and will be checked at consortium level (consolidated).

In case of subcontracting,

All requested documents on selection criteria concerning the subcontractor(s) must always be provided if the tenderer relies on the capacities of subcontractors for fulfilling the selection (financial capacity: Section C.3.2. and technical capacity: Section C.3.3) criteria.

For "economic and financial capacity" the evidence provided for each subcontractor will be checked individually, except for turnover requirements where a consolidated assessment (tenderer plus subcontractor(s)) will be made.

For "professional and technical capacity" the evidence provided for each subcontractor will be assessed in relation to the combined capacities of the tenderer and the subcontractor, as a whole, to the extent that the subcontractor puts its resources at the disposal of the tenderer for the performance of the contract.

C.3.1 Legal status

Tenderers are requested to fill the Legal Entities and Financial Identification Forms provided in Annex D.

C.3.2 Economic and financial capacity

Evidence of the financial and economic standing of the company must be provided by the following:

- a) Statement from the tenderer's Bank indicating good financial viability of said company or proof of professional risk indemnity insurance cover (from 2014).



- b) A statement of the average turnover of the last two (2) financial years for which accounts have been closed. The minimum annual average turnover of the tenderer shall be of 750,000.00 EUR.

C.3.3 Professional and technical capacity

Evidence of the professional and technical capacity of the tenderer must be provided by the following:

- a) A comprehensive company profile which includes a description of the applicant's organisational structure, and a list of technical equipment and tools (i.e. telephone lines, fax, e-mail facilities, car rental and accommodation vouchers, dedicated computer connections for the booking and issuing of travel tickets etc.) available to meet the requirements of this Call for Tender.
- b) Curricula Vitae of the Account Manager and of the contact person/s appointed as mentioned in Section C1, point 6.2 and 6.3 respectively, of the Tender Specifications;

Account Manager:

The person appointed shall have a minimum of 5 years of experience as 'Account Manager', fluent in English (minimum B2 level, the levels of proficiency in English must be in line with the Common European Framework of Reference for Languages, CEFR) as listed on the following website:

<http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr> and able to answer to any issue arising throughout the implementation of the framework contract. Furthermore, he/she shall possess the necessary knowledge for the use of statistical tools and have access to cutting edge information on travel industry developments for all services falling within the scope of these specifications. Annex H must be filled in.

Contact Person(s):

The contact person appointed shall have an adequate level of qualification and a minimum of 3 years of professional experience in the areas subject of this call for tender, be fluent in English (minimum B2 level- see above CEFR) and able to liaise with the EFCA in a prompt and effective manner throughout the implementation of the framework contract. Annex H must be filled in.

- c) The tenderer shall provide three (3) references of similar services in terms of content, size and complexity to those described in this Call for Tenders, implemented over the past 3 years (2012, 2013, 2014⁵), including dates, values and names of customers; Annex C must be filled in.
- d) Proof that the tenderer has the necessary licences to issue, in the country for which it is submitting the tender, tickets for air, rail and sea travel, and to make hotel reservations and provide other related services, see also Annex A, article I.10.4;
- e) IATA license number in the travel agency field specific to the performance of the contract, see also Annex A, article I.10.4;
- f) The successful tenderer shall be responsible for any damage caused to the personnel and the goods of the EFCA because of its activities, those of its personnel

⁵ Note, the reference can have started earlier than 2012 and can still continue from 2014 onwards

or any other person acting in its name. The successful tenderer shall be properly **insured to cover civil and professional liability**. Tenderers shall submit proof of insurance with their offer;

- g) If subcontracting of certain services is envisaged for the performance of this contract:
1. Description of the services to be provided by the tenderer directly and those which may be subcontracted;
 2. Value or proportion of the contract likely to be sub-contracted to third parties;
 3. Description of the measures to ensure quality control of the *services* provided by the subcontractor;
 4. Description of subcontractors already selected by the tenderer which may be used for certain types of work. |



C.4 AWARD CRITERIA

Once the tenderer has been assessed as complying with the selection criteria, **the tender** will be assessed on the basis of the award criteria.

The contract will be awarded in favour of the tender offering the best value for money on the basis of the following award criteria:

Qualitative Award Criteria (max 100 points)

The assessment of the quality will be based on the ability of tenderers to provide the *services* object of this call for tender as described in Section C.1. In this regard offers shall clearly contain the information below, to allow evaluation of the offers:

No	Qualitative award criteria	Minimum points	Maximum points
1.	1. METHODOLOGY PROPOSED FOR IMPLEMENTATION OF THE SERVICES - Justification of the choice of proposed methodology to meet EFCA needs; - Detailed description of methodology implementation in practice step by step.	10	20
	2. WORK ORGANISATION OF A PROPOSED TEAM - Clear and detailed information on distribution of the tasks among the proposed team, number of dedicated staff; - The communication with EFCA (who, how, when);	5	10
	3. MEASURES TO GUARANTEE QUALITY OF DELIVERABLES - Quality assurance mechanisms put in place to guarantee the high quality of deliverables:	5	10
2.	Compliance with the requested services, Service levels 1 <u>Response times</u> : The tenderer shall propose a response time for replies to enquiries as regards flights, accommodation and rent of a car. (Minimum requirement: four (4) working hours =>5 Points, three (3) working hours =>7.5 Points, two (2) working hours or less =>10 Points)	5	10
	2 <u>Hotline services</u> 7 days a week and 24 hours per day: Organisation of the emergency support, including telephone(s) line(s), and description of the assistance process.	5	10

CEP

		<p>3 Hotel selection: Provide a list of minimum 3 stars hotels with agreed rates in Brussels and Vigo, taking into account EFCA thresholds per country (Annex I). Minimum 5 hotels for Brussels (close to EU institutions) and 3 for Vigo (close to EFCA premises).</p>	5	10
3.	<p>Quality and appropriateness of the proposal for selected itineraries and related accommodation</p>	<p>Case Study: See Instructions in Annex I. Appropriateness and quality of the proposed itineraries in relation to proposed mode of transportation, price, trip duration, airport waiting time, feasibility and number of transfers required in an itinerary. Appropriateness of the proposed accommodation in relation to price, hotel category and proximity to meeting/event venue.</p>	15	30
				100

Only tenders achieving a minimum of 50% of points for each of the criteria listed above and 60% of the total possible score of the qualitative award criteria will be further evaluated in relation to price.

Financial evaluation and Award of the Contract

Tenderers shall complete the Financial Proposal in Annex B in their entirety for the services concerned. Tender proposals containing a not duly filled official financial proposal may be rejected.

The financial evaluation will be done on the basis of Annex B cost scenario (A*B=C). It contains the hypothetical scenario with specific weightings, which will be used as a basis for comparison of the different offers. The final TOTAL price will be the reference price for evaluation. The specific weightings reflect the estimated division of annual EFCA use of the services under this tender.

The fee/unit (column A) will serve as a fee basis on which the services will be invoiced to EFCA. To this end, the Financial Proposal will be an integral part of the contract.

The contract will be awarded to the tenderer which submits the tender offering the best value for money by weighing Price against Qualitative Award Criteria on 30/70 basis

Tenderers will be ranked based on the total value of points allocated to each of them,

according to the following formula:

$$\text{score for tender X} = \frac{\text{cheapest price}}{\text{Price of tender X}} \times 30 + \frac{\text{Total quality score (out of 100) for all qualitative award criteria of tender X}}{100} \times 70$$

The tenderer with the highest score resulting from this calculation will be awarded with the contract.

Tenderers must submit evidence which details how they intend to perform all the services as set out in the Terms of Reference.

The tenderer's attention is drawn, in particular, to the description of all the requirements for each of the services/tasks to be covered, as well to those aspects which it states will be taken into consideration in the assessment of the award criteria.

It is noted that aspects such as experience, expertise, knowledge or skills, and methods and resources, or any other reference to existing capacities or qualities fall within the selection criteria (as listed under section C.3) and will not be taken into account as award criteria. The award criteria concern only the quality of the tender submitted for this contract.

EFCA shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the Contract.

The corresponding contract will be based on the draft contract - including the general terms and conditions - annexed to the present tender specifications, completed on the basis of the data detailed in the selected tender.

EFCA reserves the right not to select a contractor if the price of the tenders proposed is in excess of the budget allocated to this project or if the tenders received are considered inappropriate and/or unacceptable by the Evaluation Committee.

IMPORTANT: In order to avoid offers with abnormally low prices that could jeopardise the correct delivery of the services, for any tender with a financial offer below 50% the average of the other offers, EFCA may request in writing details of the constituent elements of the tender it considers relevant. EFCA will verify those constituent elements, after any assessment deemed necessary, taking account of the explanations received from the tenderer. These details may relate in particular to compliance with the provisions relating to employment protection and working conditions in force at the place where the services are to be performed.



SECTION D – CHECKLIST AND LIST OF ANNEXES

D.1 CHECKLIST

This checklist has been drafted to ensure that you have provided all the documentation for this tender and in the correct way. **Please cross the boxes provided.**

Tender in one of the official languages of the EU (Please note that EFCA's working language is English)	<input checked="" type="checkbox"/>
The tender is perfectly readable in order to rule out any ambiguity	<input type="checkbox"/>
1 tender marked 'Original' – unbound/unstapled	<input type="checkbox"/>
2 copies of the tender	<input type="checkbox"/>
Double envelope system	<input type="checkbox"/>
General Information of the tenderer/consortium; Annex D.1 and D.2.1	<input type="checkbox"/>
Financial Identification Form; Annex D.2.2 (only from tenderer/ consortium leader)	<input type="checkbox"/>
Legal Entities Form; Annex D.3 (only from tenderer/ consortium leader)	<input type="checkbox"/>
Exclusion Criteria Form; Annex F (2 pages) (For all members of the consortium, if applicable)	<input type="checkbox"/>
Selection criteria documents (economic, financial as well as technical and professional capacity) and List of references; Annex C	<input type="checkbox"/>
Technical proposal signed and dated by tenderer or his/her duly authorised representative	<input type="checkbox"/>
Financial proposal signed and dated by tenderer or his/her duly authorised representative; Annex B	<input type="checkbox"/>
Consortium Form; Annex E (if applicable)	<input type="checkbox"/>
Sub-contractors Form; Annex G (if applicable)	<input type="checkbox"/>
CVs; Annex H	<input type="checkbox"/>

D.2 LIST OF ANNEXES

All Annexes from B to [H] must be fully completed, where applicable. If necessary, you may attach additional details relevant to a particular Annex on a separate sheet of paper.

Annex A – Draft Contract

Annex B – Financial Proposal

Annex C – List of References

Annex D – Standard reply form, tender administrative data, legal entities forms

Annex E – Consortium form

Annex F – Exclusion criteria form

Annex G – Sub-contractors form

Annex H – CV form

Annex I – Case study

