

INVITATION TO TENDER NO. ACER/OP/DO/02/2014
FOR THE PROVISION OF PRINTING SERVICES FOR THE AGENCY
FOR THE COOPERATION OF ENERGY REGULATORS

Open tender procedure

TENDER SPECIFICATIONS

1. Title of the invitation to tender

Provision of printing services for the Agency for the Cooperation of Energy Regulators, tender no. ACER/OP/DO/02/2014.

This tender is not divided into lots.

2. Background information

The Agency for the Cooperation of Energy Regulators (the “Agency”) is a European Union body, legally established in 2009 by Regulation (EC) No 713/2009¹ and operational since 2010. Based in Ljubljana, the Agency plays a central role in the liberalisation and integration of the EU's electricity and natural gas markets.

The Agency works towards a competitive, sustainable, secure and transparent Internal Energy Market in electricity and natural gas for the benefit of all EU consumers. Its overall mission is to assist national energy regulatory authorities (NRAs) to perform their duties at the EU level and to coordinate their actions whenever necessary. The Agency works closely with NRAs, but also with EU institutions, European associations of stakeholders and market participants, especially the European Networks of Transmission System Operators (ENTSOs).

The main areas on which the Agency's activities focus are:

- supporting European market integration: this is mainly done through the development of common network and market rules, as well as through the coordination of regional initiatives which are concrete efforts from market participants to work towards greater integration;
- advising the EU institutions on trans-European Energy infrastructure issues: the Agency issues opinions on ten-year network development plans with a view to making sure that these are in line with priorities set at EU level. Additional tasks in this area will soon be assigned to the Agency by the new Regulation on guidelines for trans-European energy infrastructure, which is expected to be adopted in 2013;
- energy market monitoring: the Agency has a general mission in terms of market monitoring at the EU level and has, since the end of 2011, a very specific responsibility when it comes to oversight of the wholesale energy trading.

¹ Regulation (EC) No 713/2009 of the European Parliament and of the Council of 13 July 2009 establishing the Agency for the Cooperation of Energy Regulators, OJ L 211/1, 14.8.2009.

3. Subject of the contract

The Agency publishes four (4) series of external publications targeting different specific or wide audience groups. All these publications are published online on the Agency's website; some are printed immediately after publication or on the occasion of certain events. The Agency also produces brochures in English and Slovenian, as well as leaflets in the 24 official languages of the EU.

Additionally, the Agency prepares a range of internal documents (manuals, guidelines etc.) for the use of its staff. These documents are mostly published exclusively on the Agency's intranet, however, on certain occasions they might be printed as well.

Besides internal and external publications, the Agency prints a range of communication products for different events it organises alone or in partnership with other EU institutions and bodies, industry associations etc. These products include, inter alia, posters, stickers, etc. In some cases the Agency also prepares conference materials such as event programmes, flyers, invitations, badges, conference folders etc.

The Agency has several visual identity elements such as logos, banners and templates, which are used for its external and internal products.

4. Subject of the contract

4.1 General information

Once the drafting procedures are finalised, all external publications are published on the website in PDF format. Some are printed immediately; others are printed and/or reprinted on later occasions. The print-runs are usually in the range of 50 to 400 copies; usually several language versions are printed at the same time. Some products can be printed on an ad-hoc basis in a limited print-run (1-10 copies).

On the occasion of some events, campaigns or other internal and external activities, the Agency creates and publishes various online and offline products such as but not limited to: posters, banners, post-its, compliments cards, (online/paper-based) greeting cards, calendars, conference folders etc. These products usually have a specific design (combining the Agency's visual identity with the specific elements linked to the event), and are printed in a limited number of copies.

For both internal and external use, the Agency produces ad-hoc materials, which could be atypical as regards the production method.

4.2 Services to be delivered

The selected contractor shall produce on request printed material in different formats (standard and non-standard paper formats), on paper and other printable material (cardboard, sticker, etc.), including reprinting of existing material.

The selected contractor shall be able to provide and execute binding with the most appropriate technical solution (stapled, glued, etc.), which will be agreed on a case-by-case basis.

The selected contractor is expected to be able to print in small print runs and on short deadlines.

For printing jobs the Agency is entitled to request a printed sample of specific products that should reach its premises in time, so that the final deadline for the task can be complied with. The costs for the sample(s), including the transportation and delivery costs will be borne by the selected contractor.

The default review cycle shall be:

- two (2) working days for the Agency to assess and accept or comment on the deliverables;
- two (2) working days for the selected contractor to review the proposal according to the comments provided by the Agency.

The Agency shall accept the deliverable only when all changes have been implemented as requested. In any other situation the Agency may reject the deliverable or request another review cycle. The Agency is entitled to a maximum of two (2) review cycles.

The Agency shall submit the comments and the request for changes in writing, attaching scans of the contractor's proposals including marked corrections, if applicable. The contractor shall, each time, acknowledge the receipt of the written instructions for changes.

The Agency can reject a document by interrupting the review cycle when there is evidence that the quality of the deliverable is too low.

No document is accepted by default. When the responsibility of a delay in the review process is clearly identified on the Agency's side, the contractor must alert the Agency.

The execution of this contract requires the capacity to manage several service orders simultaneously and to ensure coordination between all parties involved.

The tenderer(s) shall prove they have the required and necessary control and management systems in place to ensure the quality control in the relevant production phases of the processes and the quality check of the final product, as well as the proper follow up and coordination of the production and post-production phases.

The execution of the contract requires the capacity to print texts in several European languages. The tenderer shall ensure the ability to use typefaces (including any special characters) for alphabets used by languages including Greek, German, French, Bulgarian, Slovenian, Spanish and Croatian. The tenderer should have available at least the following fonts: arial, calibri, verdana and high tower text.

4.3 Ad-hoc services

The contractor may be asked to perform ad-hoc tasks such as printing in non-standard format, on special types of paper, etc.

Should the required service include a product or service which is not listed within the submitted price list or in Annex II to the invitation to tender (in this case the item/s should be expressed in the Order Form as OUT OF PRICE LIST PRODUCTS), the contractor shall submit an offer containing the OUT OF PRICE LIST items that has to be accepted by the Agency. The ordering process will continue on the basis of this offer.

4.4 Technical resources

The tenderer should possess the necessary technical equipment (software, printing equipment etc.) to execute the tasks. The software should be compatible with the Agency's current software packages (Microsoft Office 2010, Adobe Creative Suite CS5.5), so that no

errors, delays etc. occur due to technical incompatibilities. The tenderer should have in place the necessary tools and procedures so that the deliveries can take place according to these tender specifications.

4.5 Deliverables

The contractor shall execute the printing services according to the requests included in each order form. The draft order form is a part of the draft service contract (see Annex III to the invitation to tender). The deliverable shall be delivered to the Agency via the channels and in the formats agreed in the respective order forms.

The deliverables shall include paper-based publications and other communications materials. The deliverables shall be properly packed and protected against all damage. The contractor is responsible for any damage that may occur to the deliverables during transportation, and in case of major damage can be asked to re-do the tasks at his own expense. The boxes shall clearly indicate the content, including the title of the publication, the language, the number of copies and any other required information.

The contractor shall ensure the delivery of printed materials to the Agency's premises in Ljubljana, Slovenia.

4.6 Organisation of work

For the execution of this contract, the selected contractor shall appoint a project manager. The project manager shall be the contact person taking responsibility for receiving orders and delivering the work. The project manager shall also keep the Agency informed about the status of the orders, the status of the works, etc.

The Agency shall assign a project manager who shall have a regular contact with the contractor's project manager. The communication between the selected contractor and the Agency will take place mainly by email and phone. However, the selected contractor shall be ready and prepared to have regular and/or ad-hoc meetings and/or videoconference or web streamed meetings with the Agency to discuss the intermediary deliverables.

The contractor shall ensure a backup in case of long-term unavailability of the project manager or of the technical staff. In case of replacement of a staff member, the replacement must be equivalent in terms of experience and qualifications to the staff member initially assigned to the project.

The language of communication between the Agency and the selected contractor will be English.

5. Participation in the call for tender

Participation in the Agency's procurement procedure is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens.

Pursuant to Article 119 of the Financial Regulation, the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The Agency can therefore accept offers from and sign contracts with tenderers from 35 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 4 Stabilisation and Associations Agreements (SAA)

Countries (the Former Yugoslav Republic of Macedonia, Albania, Montenegro and Serbia). The Agency's procurement procedures are not open to tenderers from countries covered by the Agreement on Government Procurement (GPA).

6. Variants

No variants are permitted.

7. Duration and size of the contract

The duration of the framework service contract shall be one (1) year and may be renewed up to three (3) times, each time for an additional period of one (1) year. The total duration of the framework service contract shall not exceed four (4) years.

The maximum total value of the framework contract for the whole duration (4 years) is EUR 160,000.00, excluding VAT.

The estimated date for signature of the contract is April 2014.

8. Documents available to the tenderer

- Contract notice published in the Official Journal of the European Union (OJ EU) S 25 on 05.02.2014.
- Call for Tender documents and annexes.
- ACER Market Monitoring Report 2013 – the publication is available at:
http://www.acer.europa.eu/Official_documents/Acts_of_the_Agency/Publication/ACER%20Market%20Monitoring%20Report%202013.pdf
- ACER Regional Initiatives Status Review Report 2012 – the publication is available at:
http://www.acer.europa.eu/Official_documents/Acts_of_the_Agency/Publication/ACER%20Regional%20Initiatives%20Status%20Review%20Report%202012.pdf
- REMIT Annual Report 2013 – the publication is available at:
http://www.acer.europa.eu/Official_documents/Acts_of_the_Agency/Publication/REMIT%20Annual%20Report%202013.pdf
- ACER Annual Activity Report for the year 2012 – the publication is available at:
http://www.acer.europa.eu/Official_documents/Acts_of_the_Agency/Publication/ACER%20Annual%20Activity%20Report%20for%20the%20year%202012.pdf
- Other documents, published on Agency's website:
http://www.acer.europa.eu/Official_documents/Publications/Pages/Publication.aspx

9. Contractual framework

The services described above will be the subject of a single framework contract.

The framework contract will lay down the legal, financial, administrative and technical conditions applicable throughout its period of validity, including price indexation.

The framework contract does not constitute orders. The Agency shall send to the selected contractor a request for services which will result in an order form.

The draft framework contract is attached in Annex III to the invitation to tender. Signature of the framework contract does not commit the Agency to placing orders and does not give the selected contractor any exclusive rights regarding the services covered by the framework contract. In any case, the Agency reserves the right, at any time during the validity of the framework contract, to cease placing orders, without the selected contractor having the right to any compensation.

9.1 Modus operandi

Within one (1) working days of a request for services being sent by the Agency to the contractor, the Agency shall receive a notification from the contractor confirming that the request has been received.

Within three (3) working days of an order form being sent by the Agency to the contractor, the Agency shall receive it back, duly signed and dated.

9.2 Subcontracting

If the tenderer intends to either subcontract a part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor and/or partner. The lead tenderer (contractor) remains solely liable for proper performance of the contract.

Subcontracting during the performance of the contract is permitted only with the prior written consent of the Agency. The contractor remains solely liable for proper performance of the contract.

10. Contractors' obligations

Employment law applicable to transfers of undertakings:

Tenderers are reminded that their bid must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC² and its national implementing measures. In particular, tenderers should take note of the provisions on safeguarding employees' rights in the event of a change of employer as a result of a legal transfer.

10.1 Copyright and other intellectual property rights

Copyright and other intellectual or industrial property rights and any other right of ownership will vest in the Agency, except where one or more of these rights already exists.

The contractor must specify any parts of the services performed that are covered by copyright or any other rights of ownership. The contractor must confirm that he has obtained the authorisation of the holder of these rights to use these parts. Any costs arising from

² Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or part of undertakings or businesses, OJ L 82 of 22.03.2001, p. 16.

obtaining this authorisation will be borne by the contractor and clearly identified on his invoice.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the contract, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the framework contract and/or order form(s) being entered into.

Should the title of the copyright or intellectual property rights belong to a third party, the contractor shall guarantee that it has requested and obtained those third parties' written authorisation to grant a license or assign to the Agency their copyright or intellectual property rights to the extent necessary for performing the services subject of this invitation to tender, and to the extent where the results/works obtained under the framework contract are to be re-used in the context of another Agency's project/programme with another contractor(s) working under a framework contract or order forms.

This applies to all products, documentation, distribution media and methods.

If subcontractors are used, the main contractor will be required to obtain a guarantee from them on this point.

11. Place of performance

The place of performance of the services shall be the contractor's premises.

All deliveries shall be made to the Agency's premises in Ljubljana, Slovenia.

A maximum of two (2) co-ordination meetings with the Agency will be held at the Agency's premises in Ljubljana (Slovenia). The first meeting should take place within fourteen (14) calendar days after the signature of the contract, the second meeting after six (6) months, if deemed necessary.

12. Language

Working language of the Agency is English. All communication, all the required services and all documentation must be provided in English. All meetings shall be held in English.

13. Payment methods

The services will be invoiced on the basis of the services provided, accompanied by the delivery slip.

Payment will be made exclusive of VAT, as the Agency is exempt from all duties and taxes, including value added tax (VAT) under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Invoices presented by the contractor must specify the amount(s) exclusive of VAT.

14. Confidentiality – personal data

While implementing the services, and especially when data is electronically processed, the contractor shall respect the applicable legislation concerning data protection as stated in Regulation (EC) No 45/2001³ on personal data protection.

15. Prices

- The price should be quoted in Euro.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union the Agency is exempt from all duties and taxes, including value added tax (VAT). VAT should be indicated separately and will not be taken into account when considering prices.
- The prices quoted must be firm and not subject to revision for the first year of the contract.

From the beginning of the second year prices may be revised upwards or downwards according to the harmonised indices of consumer prices (HICP) for Slovenia (MUICP index) and the method laid down in the contract.

The prices quoted shall be all inclusive and shall include all services as described in these tender specifications and its annexes, including any administrative, travel and/or subsistence expenses and/or accommodation costs as indicated.

- No expenses incurred within the framework of the preparation of the offer will be reimbursed.

16. Submission of tenders

The tender must be accompanied by a **dated cover letter signed by the tenderer and duly completed reference table** (see Annex A of these tender specifications).

The tenderer's offer should include:

- A. Duly completed, signed and dated declaration of honour relating to the exclusion criteria and absence of conflict of interest as described in Section 17 of these tender specifications (form provided in Annex C to these tender specifications);
- B. All the documents relating to the selection criteria listed in Section 18 of these tender specifications;

³ Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

C. **The technical tender**, in line with the requirements for services as described in Section 4 of these tender specifications, which shall include:

- i. A sample of each paper offered, accompanied by the description of the material (brand and type of paper including g/m2) as described in Annex II of these tender specifications. The tenderer shall provide a sample for each type of paper stated in Annex II of these tender specifications.
- ii. Delivery periods which shall include separate delivery period for printed sample(s), the implementation of changes and printed material(s).
- iii. Description of methodology how the tenderer provides services including the capacity to manage several service orders simultaneously, control and management systems for quality control in the relevant production phases of the processes and the quality check of the final product, follow up and coordination of the production and post-production phases.

D. **The financial offer** based on the model in Annex II to the invitation to tender, signed and dated by the tenderer AND **a detailed price list of the tenderer.**

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

The working language of the Agency is English.

17. Exclusion criteria

Tenderers must prove that they are not in one of the situations giving rise to exclusion as described below, by providing the following information, evidence and documents with their tender.

Exclusion from participation

Tenderers will be excluded from participating in this 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 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 by 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 those of the country of the Contracting authority or those of the country where the contract is to be performed;
- e) they 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 activity is detrimental to the European Union's financial interests;

- f) they are a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the Contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the European Union's budget.

Evidence

1. Tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to above, using the form provided in Annex C to these tender specifications.
2. The tenderers to whom it is proposed to award the contract shall furnish, within a time-limit specified by the Contracting Authority and prior to the signature of the contract, the following evidence in support of their declarations:

The Contracting Authority will accept as satisfactory evidence that the tenderer is not in one of the situations described in points (a), (b) and (e) above, a recent extract from the judicial record (issued less than 90 days prior to the deadline for the submission of the tender) or, failing this, a recent equivalent document (issued less than 90 days prior to the deadline for the submission of the tender), issued by a judicial or administrative authority in the country of origin or provenance, showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer. The contracting authority will accept, as satisfactory evidence that the tenderer is not in one of the situations described in point (d) above, a recent certificate (i.e. less than 90 days old on the date of the deadline for the submission of the tender) issued by the competent authority of the state concerned. The document must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where no document or certificate of the type referred to in the paragraph above is issued in the country concerned, and for the other cases of exclusion referred to in points (c) and (f), it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or provenance.

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

3. The Agency reserves the right to check the information provided by tenderers.

Exclusion from award of contracts

The contract will not be awarded to tenderers who, during the procurement procedure:

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

The Agency must ensure that, on the date on which the tender is submitted, no tenderer is subject to a conflict of interests; such conflict of interests could arise in

particular as a result of economic interest, political or national affinity, family, emotional life, or any other shared interest.

The Agency reserves the right to judge whether such a conflict of interests exists.

Tenderers are asked to declare:

- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, or has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the award of the contract;
- that they will inform the contracting authority without delay of any situation considered a conflict of interests or which could give rise to a conflict of interests.

(b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition for participation in the procurement procedure, or fail to supply this information.

Evidence:

Tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to above, using the form provided in Annex C to these tender specifications.

The Agency reserves the right to check the information provided by tenderers.

Tenders submitted by consortia or groups of service providers – tenders involving subcontracting:

In the case of tenders submitted by consortia or groups of service providers, each of the economic operators involved in the tender must provide a dated and signed declaration on honour, based on the model provided in Annex C to these tender specifications, confirming that none of the exclusion criteria for participation in or award of the contract apply to them.

In the case of tenders involving subcontracting, the tenderer proposed for award of the contract must furnish, within the time-limit specified by the Contracting Authority and prior to the signature of the contract, the declaration on their honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the contract, in respect of each of the subcontractors in respect of whom the Agency requests such evidence.

The Agency reserves the right to check the information provided by tenderers.

18. Selection criteria

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in Section 4 of these tender specifications in accordance with the payment schedule specified in the draft contract in Annex III to the invitation to tender.

Where the bid is submitted by a consortium or group of service-providers, the economic and financial capacity must be provided at the level of each economic operator forming part of the

consortium or group. Technical and professional capacity may be provided at consortium or group level, or at the level of each member of the consortium or group.

Where the bid is submitted by a tenderer who intends to subcontract part of the tasks or entrust them to another economic operator, the subcontractors or economic operators involved must demonstrate upon the request of the Agency that they have the requisite economic, financial, technical and professional capacity.

An economic operator may, if necessary and for a particular transport order, rely on the capacities of other entities, regardless of the legal nature of the links he has with them. He must in this case prove to the awarding authority that he will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal and must be in line with the specifications of these tender specifications.

Tenderers must provide proof of their professional, economic, financial, and technical capacity by enclosing with their tender the following information and documents:

18.1 Professional capacity

- Duly completed and signed identification form (see Annex B to these tender specifications);
- Duly completed and signed financial identification sheet (see Annex D to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established;
- Duly completed and signed legal entity form (see Annex E to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

18.2 Financial and economic capacity

Evidence of financial and economic capacity must be provided by means of the following documents:

- Balance sheets or extracts from balance sheets for at least the last three (3) years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.

In case of a consortium, audited accounts for each consortium partner shall be presented.

- A statement of the annual turnover for the last two (2) financial years for which the accounts have been closed. The average annual turnover of the tenderer shall be minimum **EUR 80,000.00** over the past two (2) years. In case of a consortium, the annual turnover for each of the partners shall be presented.

The sum of the annual turnovers of each partner will be taken into account to reach the minimum **EUR 80,000.00** over the past two (2) years.

18.3 Technical and professional capacity

Proof of the technical and professional capacity of the tenderers shall be furnished by the following documents and minimum requirements:

- List of previous contracts in the relevant field with detailed description of tasks, value of the contract, customers and services performed.
- The curriculum vitae of the proposed project manager who will be responsible for receiving orders and delivering the work. The proposed project manager shall have at least two (2) years relevant experience in the field of the contract, i.e. managing and coordinating printing services, and shall have very good knowledge of English language.

18.4 For tenders including subcontracting, the tenderer must submit:

- A document stating clearly the identity, roles, activities and responsibilities of the subcontractor(s) and specifying the volume/proportion of the tasks of (each of) the subcontractor(s), as well as the description of the quality control measures they intend to apply on the tasks to be carried out by (each of) the subcontractor(s);
- A letter of intent by (each of) the subcontractor(s) stating its unambiguous undertaking to collaborate with the tenderer if they win the contract and the extent of the resources that it will put at the tenderer's disposal for the performance of the contract;
- In the absence of this, a document stating that the tenderer does not intend to subcontract and that he/she will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

18.5 For tenders submitted by a consortium or grouping of service providers, the tender must contain:

- A document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), or the legal form their cooperation will take, should they be awarded the contract;
- A letter signed by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience;
- A document signed by all members specifying the lead of the consortium or grouping of service providers and authorising the appointed lead of the consortium or grouping of service providers to submit the offer.

Tenders which do not meet the exclusion and/or selection criteria will not be considered. Tenderers who do not provide the documents required in these tender specifications with regard to the exclusion and/or selection criteria may be excluded. The Agency will decide whether the substantiating documents provided constitute compliance with the exclusion and/or selection criteria

19. Award criteria

The contract will be awarded to the tenderer who submits the most economically advantageous offer based on the following criteria and their weighting:

19.1 Technical quality, with weighting for technical quality: 60 %

- A. Appropriateness and quality of the sample(s), matching the description, as specified in Annex II to the invitation to tender. *A maximum of 50 points are assigned for this criterion.*
- B. Quality and flexibility of delivery periods. *A maximum of 30 points are assigned for this criterion.*
- C. Quality, flexibility and efficiency of the description of services. *A maximum of 20 points are assigned for this criterion.*

Tenders scoring less than 60 points in total or less than 60 % in the points awarded for each of the criteria will be excluded from further evaluation.

19.2 Price, with weighting for price: 40 %

In order to evaluate the offers, the Agency will calculate a total reference price, based on the financial offer submitted by the tenderer in Annex II to the invitation to tender. The total reference price has no contractual value and will be used solely for the purpose of the evaluation.

IMPORTANT:

The prices stated in the financial offer (Annex II to the invitation to tender) should include all necessary man-hours, technical equipment as well as deliveries needed to perform the tasks.

In addition, **the tenderer(s) shall attach their own detailed price list**, including all the services they provide with the respective prices per unit. However, the tenderer's detailed price list shall not replace financial offer (Annex II to the invitation to tender), only to complete it. Moreover, the prices in the tenderer's price list shall also include all necessary man-hours, technical equipment as well as deliveries needed to perform the tasks.

FORMULA FOR CALCULATING the total reference price:

A	B	C	D	E	F	G
	STANDARD PRINTS	Price per copy (without VAT)				
		No. of copies: 50	No. of copies: 100	No. of copies: 150	No. of copies: 250	No. of copies: 500
1.	Branded Notebook A4 with lines with a cover				price x 5	
2.	Branded Notebook A4 with lines without a cover					price x 5
3.	Branded Notebook A5 with a cover				price x 5	
4.	Presentation folder					price x 10
5.	Brochure 1			price x 5		
6.	Brochure 2			price x 5		
7.	Publication 1			price x 10		
8.	Publication 2				price x 10	
9.	Publication 3			price x 10		
10.	Publication 4				price x 10	
	BUSINESS CARDS	Price per set (without VAT)				
		No. of sets: 1	No. of sets: 2	No. of sets: 4	No. of sets: 6	No. of sets: 8
11.	Business card: one-sided print		price x 2	price x 2	price x 2	
12.	Business cards: double-sided print	price x 2	price x 2	price x 1		
	GREETING CARDS	Price per piece (without VAT)				
		No. of pieces: 100	No. of pieces: 200	No. of pieces: 300	No. of pieces: 400	No. of pieces: 500
13.	Greeting card					price x 2
	ENVELOPES AND PAPER	Price per piece (without VAT)				
		No. of pieces: 100	No. of pieces: 200	No. of pieces: 300	No. of pieces: 400	No. of pieces: 500
14.	American envelope without window			price x 1		price x 2
15.	Envelope C5 without window			price x 1		price x 2
16.	Envelope C4 without window			price x 2		
17.	Letter Director					price x 2
18.	Paper A4 for Director letter					price x 1
19.	Paper A4 120 g		price x 1			
SUB-TOTAL		(VALUE C)	(VALUE D)	(VALUE E)	(VALUE F)	(VALUE G)
TOTAL REFERENCE PRICE = VALUES C + D + E + F + G						

19.3 Final evaluation

The formulae to calculate economically the most advantageous offer is:

$$\text{Final score for tender X} = \frac{\text{Cheapest total reference price}}{\text{Total reference price of tender X}} * 40 + \frac{\text{Total technical quality of tenderer X}}{100} * 60$$

The tenderer with the highest mark for the final score will be awarded the contract.