



European Securities and
Markets Authority

Technical Specifications and monitoring

“Travel Agency Services”

Invitation to tender n° OJ/06/08/2013-PROC/2013/006



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Introduction to ESMA and EIOPA

ESMA

ESMA is an independent EU Authority that was established on 1 January 2011. It works closely with the national competent authorities who are members of the European System of Financial Supervision and the other European Supervisory Authorities – the European Banking Authority (EBA) responsible for banking and the European Insurance and Occupational Pensions Authority (EIOPA) responsible for insurance and occupational pensions.

ESMA also contributes to the financial stability of the European Union, in the short, medium and long-term, through its contribution to the work of the European Systemic Risk Board, which identifies potential risks to the financial system and provides advice to diminish possible threats to the financial stability of the Union. ESMA is also responsible for coordinating actions of securities supervisors or adopting emergency measures when a crisis situation arises.

ESMA's mission is to enhance the protection of investors and promote stable and well-functioning financial markets in the European Union (EU). As an independent institution, ESMA achieves this aim by building a single rule book for EU financial markets and ensuring its consistent application across the EU. ESMA contributes to the regulation of financial services firms with a pan-European reach, either through direct supervision or through the active co-ordination of national supervisory activity.

ESMA premises are located at 103 rue de Grenelle, 75007 Paris, France.

Further information about the Authority can be found on ESMA's website:
<http://www.esma.europa.eu>.

EIOPA

The European Insurance and Occupational Pensions Authority (EIOPA) was established by the Regulation 1094/2010 of 24 November 2010 of the European Parliament and the Council.

EIOPA started to be operational on 1 January 2011 with its seat in Frankfurt am Main, Germany.

The main goals of EIOPA are:

- Better protecting consumers, rebuilding trust in the financial system;
- Ensuring a high, effective and consistent level of regulation and supervision taking account of the varying interests of all Member States and the different nature of financial institutions;
- Greater harmonisation and coherent application of rules for financial institutions and markets across the European Union;
- Strengthening oversight of cross-border groups;
- Promoting coordinated European Union supervisory response.

EIOPA premises are located at Westhafenplatz 1, 60327 Frankfurt am Main, Germany.

Further information about the Authority can be found on EIOPA's website:
<https://eiopa.europa.eu/home/index.html>

The tender process

The purpose of competitive tendering for awarding contracts is two-fold:

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

The applicable regulations, namely directives **92/50/EEC**, **93/36/EEC** and **93/37/EEC**, oblige ESMA and EIOPA to guarantee the widest possible participation, on equal terms in tender procedures and contracts.

As for the present procedure, ESMA and EIOPA have identified common requirements regarding their needs in terms of travel agency, and decided to publish a joint tender. The leading body of this tender is ESMA, and will act as single contact point for the whole procedure.

ESMA and EIOPA are referred to as “ESA” (European Supervisory Authorities) in these Tender Specifications.

1. Overview of this tender

1.1 Description of the contract

The services required by both ESAs are described in the terms of reference in [section 2](#) of the present tender specifications.

In drawing up a tender, tenderers should bear in mind the provisions of the draft contract in **Annex I**. In particular, the draft contract indicates the method and the conditions for payments to the contractor. By submitting its offer, the tenderer agrees to the conditions of these tender specifications as well as to all terms and conditions set out in the draft contract.

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

1.2 Timetable

Activity	Date	Comments
Launching of tender	06/08/2013	Dispatch of contract notice to the OJ
Deadline for request of clarifications from ESMA	16/09/2013 23/09/2013	
Site visit or clarification meeting (if any)	-	Not applicable to this tender
Last date on which clarifications are issued by ESMA	18/09/2013 25/09/2013	
Deadline for submission of offers	23/09/2013 New deadline for submission 30/09/2013	At 16:00 local time (Paris 12.00h, GMT + 1)
Interviews (if any)	-	Not applicable to this tender
Opening session	30/09/2013 07/10/2013	
Date for evaluation of offers	<i>Opening date plus 2 weeks</i>	Estimated
Notification of award to the selected Tenderer	<i>Evaluation date plus 4 weeks</i>	Estimated
Contract signature	<i>Notification date plus 2 weeks</i>	Estimated

1.3 Participation in the tender procedure

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in the EU, the EEA.

Tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section [3.1](#) of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section [3.2.1](#)).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ESMA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his/her tender and may result in administrative penalties.

1.4 Participation of consortia

A consortium may submit a tender on condition that it complies with the rules of competition. A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such grouping (or consortium) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see section [3](#) of these tender specifications). Concerning the "technical and professional capacity" selection criteria, the evidence provided by each member of the consortium will be checked to ensure that the consortium **as a whole** fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.5 Subcontracting

If subcontracting is envisaged, the tenderer must clearly indicate in the tender which parts of the work will be subcontracted. The total value of the subcontracted part of the services cannot represent the total value of the contract value.

Subcontractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended subcontractor(s) is already known at the time of submitting the tender, all subcontractors must provide the required evidence for the exclusion and selection criteria.

If the identity of the subcontractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek ESMA's prior written authorisation before entering into a subcontract.

When no subcontractor is mentioned, the work will be assumed to be carried out directly by the tenderer.

1.6 Presentation of the tender

Tenders must comply with the following conditions:

a) Double envelope system

Offers must be submitted in accordance with the "**double envelope system**":

The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- the project title: **“Travel Agency Services” OJ/06/08/2013-PROC/2013/006**
- the name of the tenderer;
- **“Offer - Not to be opened by the internal mail service”** should be written clearly;
- the address for submission of offers (as indicated in the invitation to tender letter);
- the date of posting (if applicable) should be legible on the outer envelope.

The outer envelope must contain three inner envelopes, namely, Envelopes A, B and C. The content of each of these envelopes shall be as follows:

1. Envelope A – Administrative documents

- The signed, dated and duly completed **Tender Submission Checklist** using the template in **Annex IX**;
- The duly filled in, signed and dated **Exclusion Criteria and Non-Conflict of Interest Declaration(s)** as requested in section **3.1** and using the standard template in **Annex II**;
- The duly filled in, signed and dated **Legal Entity Form(s)** as requested in section **3.2.1** and using the standard template in **Annex III** as well as the requested accompanying documents;
- The duly filled in, signed and dated **Financial Identification Form** using the template in **Annex IV**;
- The financial and economic capacity documents as requested in section **3.2.2**;
- The technical and professional capacity documents as requested in section **3.2.3**;
- A statement containing the name and position of the tenderer’s **authorised signatory** in **Annex V**; and
- In case of consortia, a **consortium agreement** duly signed and dated by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium (please see section **1.4** of these tender specifications);
- In case of **subcontracting**, the tender must include a cover letter presenting the name of the tenderer and identified subcontractors if applicable, and the name of the single contact person in relation to this tender.
If applicable, the cover letter must indicate the proportion of the contract to be subcontracted.
Subcontractors must provide a letter of intent stating their willingness to provide the service foreseen in the offer and in line with the present tender specification.

2. Envelope B – Technical proposal

- One original (unbound, signed and clearly marked as “Original”) and three copies (bound and each marked as “Copy”) of the Technical Proposal, providing all information requested in section 4.

- An electronic version of the technical proposal must also be added on physical media (CD, DVD or USB key).
3. Envelope C – Financial proposal
- One signed original and three copies of the Financial Proposal, based on the format in found in **Annex VII**.
 - An electronic version of the financial proposal, in the file format provided, must also be added on physical media (CD, DVD or USB key).

b) Language

Offers must be submitted in one of the official languages of the European Union. ESMA prefers, however, to receive documentation in English. Nonetheless, the choice of language will be not play any role in the consideration of the tender.

1.7 Confirmation of offer submission

In order to keep track of offers due to arrive, tenderers who do not hand deliver their offers are requested to complete and return the form attached in **Annex VIII**.

1.8 Contacts between ESMA/EIOPA and the tenderers

Contacts between ESMA/EIOPA and tenderers are prohibited throughout the procedure, except in the following circumstances.

1.8.1 Written clarification before the deadline for submission of offers

Requests for clarification regarding this procurement procedure or the nature of the contract should be done in writing only and should be sent by mail or email to:

ESMA

Attn: Procurement Office

CS 60747

103, Rue de Grenelle

75345 Paris, CEDEX 07 France

email: procurement@esma.europa.eu

Each request for clarification sent to ESMA/EIOPA should indicate the publication reference and the title of the tender.

The deadline for clarification requests is indicated in the timetable under section 1.2. Requests for clarification received after the deadline will not be processed.

At the request of tenderer(s), ESMA/EIOPA may provide any additional information or clarification resulting from the request for clarification on the ESMA Procurement webpage:

<http://www.esma.europa.eu/page/Procurement>.

ESMA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the contract notice or in the tender specifications by publishing a corrigendum on its website.
Tenderers should regularly check the ESMA website for updates.

1.8.2 After the closing date for submission of tenders

If after the tenders have been opened some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, ESMA may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.

1.9 Visits to ESMA/EIOPA premises

No site visits at ESMA/EIOPA's premises are deemed necessary for this procedure.

1.10 Interviews

The Evaluation Committee will not conduct interviews for this procedure.

1.11 Division into Lots

This tender is not divided into lots. The tenderer must be in a position to provide all the services requested.

1.12 Variants

Not applicable.

1.13 Confidentiality and public access to documents

All documents provided by the tenderers become the property of ESMA/EIOPA and are deemed confidential.

In the general implementation of their activities and for the processing of tendering procedures in particular, ESMA/EIOPA observe the following EU regulations:

- Council Regulation (EC) No. 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents; and
- Council Regulation (EC) No. 45/2001 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.

The tender process will involve the recording and processing of personal data (such as a tenderer's name, address and CV). Such data will be processed pursuant to Regulation (EC) No. 45/2001.

Unless indicated otherwise, all data provided by the tenderers at the request of ESMA/EIOPA are required to evaluate the tender in accordance with the tender specifications and will be processed solely for that purpose by ESMA/EIOPA. Tenderers are entitled to obtain access to their personal data on request and to rectify any such data that is inaccurate or incomplete.

1.14 Contractual details

A draft contract is attached to these technical specifications as Annex I.

ESMA/EIOPA wish to conclude a Framework Service Contract, as and when required, for a maximum period of **four years (with an initial period of one year renewable three times)**.

Each ESA will place a separate Specific Contract and orders with the travel agency based on the Framework Service Contract.

For specific contract and order template, see Draft Contract (Annex I).

2. Terms of reference

The terms of reference will become an integral part of the contract that may be awarded as a result of this joint tender procedure.

2.1 Introduction: Background to the invitation to tender

As part of their activities, ESMA and EIOPA organise and attend high level meetings and conferences with experts and representatives from other EU bodies. In addition, ESMA and EIOPA staff are required to attend various meetings in other EU agencies and training sessions.

As a result, any of ESMA and EIOPA staff can be required to travel throughout Europe and worldwide on a regular basis. To assist their staff members organising these frequent trips, ESMA and EIOPA are now looking, with this joint tender, for a travel agency able to provide them with a high level of travel arrangement services.

In 2012, the budget for travels (train and plane only) was:

- For ESMA: ~600K €
- For EIOPA: ~500K €

Actual travel figures for 2012 are:

		Total year 2012
Number of people	<i>ESMA</i>	120
	<i>EIOPA</i>	85
Number of train trips	<i>ESMA</i>	500
	<i>EIOPA</i>	250
Number of plane trips	<i>ESMA</i>	200
	<i>EIOPA</i>	150
Number of boat trips	<i>ESMA</i>	< 10
	<i>EIOPA</i>	< 10
Number of hotel bookings	<i>ESMA</i>	350
	<i>EIOPA</i>	220
Number of car rentals bookings	<i>ESMA</i>	0
	<i>EIOPA</i>	40

The needs for the next 4 years in terms of volume are not known. However, based on current information travel service requirements are expected to be as follows (estimated figures):

		Total year 2013	Total year 2014	Total year 2015	Total year 2016	Total year 2017
Number of people	<i>ESMA</i>	150	210	240	260	260
	<i>EIOPA</i>	114	145	165	181	191
Number of train trips	<i>ESMA</i>	650	900	1 000	1 100	1 100
	<i>EIOPA</i>	438	558	635	696	735
Number of plane trips	<i>ESMA</i>	300	400	500	600	600
	<i>EIOPA</i>	250	350	380	420	440
Number of boat trips	<i>ESMA</i>	< 10	12	14	16	16
	<i>EIOPA</i>	< 10	< 10	10	11	12
Number of hotel bookings	<i>ESMA</i>	500	700	775	900	900
	<i>EIOPA</i>	370	500	550	600	650
Number of car rentals bookings	<i>ESMA</i>	0	65	70	80	80
	<i>EIOPA</i>	50	60	80	100	110

Note: The attention of tenderers is drawn to the fact that the types of services and volumes mentioned in this document are an estimation of the needs for travel services as envisaged at the time the present document was written. However, ESMA/EIOPA are not committed to buy the listed services, nor the quantities mentioned, as it will depend on actual needs during the implementation of the contract.

Definitions:

- Missions: any authorised business trip undertaken by a staff member of either ESA is referred to as “Mission” in these Tender Specifications.
- Non-missions: journeys for external experts/third parties attending an event organised by either ESA, journeys for people invited to attend interviews at either ESA, journeys organised by either ESA for a third party. Tenderers should note that third parties are not allowed to contact the travel agency directly. Travel requests for non-missions will be made by an authorised staff of either ESA.

2.2 Description of the services & scope of the contract

The main services under the contract shall include, but not be limited to, providing all necessary assistance to the travellers during the preparation of their journeys as well as during their travels: researching, booking, modifying and cancelling travel tickets and accommodation reservations, and informing and advising the traveller and respective ESAs on all relevant travel-related matters.

2.2.1 Contract objectives and scope

Generally, the role of the travel agency is to help both ESAs to keep a high level of travel policy compliance as stated in the Mission Guides (see Annexes XII and XIII), and the research of cost effectiveness in the travel arrangements.

Beyond the tasks described here under, both ESAs expect the travel agency to provide information, advice and travel management expertise in order to help the travellers selecting the best available options.

2.2.2 Description of the services

The main requirements of both ESAs are:

1. Transportation tickets booking
2. Car rental
3. Other transportation or means of transports
4. Arranging accommodation: hotels booking
5. 24 hours assistance
6. Travel itinerary
7. Travelling information
8. Providing visa assistance
9. Booking modification / cancellation

It is foreseen that the biggest volume of transactions will consist of the issuing of train and plane tickets and the booking of accommodation. However this might change in the future.

In any event the travel agency shall endeavour to protect the interests of both ESAs, and carry out transactions/services in accordance with the internal rules of both ESAs (see the Mission Guide of the respective ESAs in Annexes XII and XIII).

The travel agency shall provide the different travel options and best rates available, taking into account the requirements of the missions as indicated by the travellers.

Travels must be organised so that the mission lasts as short a time as possible given the means of transport used and is as cost-effective as possible.

The aim of the travel agency will be to help both ESAs achieve cost-effectiveness in the application of their travel policies.

A. SPECIFIC REQUIREMENTS

The travel agency must provide all the information necessary for organising a journey, such as flight and train timetables, availability, carriers, possible prices, condition of use of tickets, and tariff conditions.

1. Issuing of tickets for transportation

a. General

The travel agency must be able to issue and deliver tickets for all air, rail, sea, and road travel, as requested by both ESAs, at the best possible price (combining the most direct and least expensive routes to achieve cost effectiveness).

By default the travel agency must deliver the most economical rates unless the traveller requests the most cost-effective option (i.e. the option that best serves the interest of the respective ESA).

When the traveller does not ask for a specific travelling schedule and/or routes on which more than one option is possible on the specified dates, at least two different options shall be proposed to each request. Other alternatives shall also be provided when requested.

The booking of seats for a group must also be possible.

When a journey is arranged and combined with a private trip, the travel agency shall be able to suggest substitute time, in accordance with the Mission Guide (see Annexes XII and XIII). No extra cost should be charged in this respect.

b. Booking

The travel agency must be able to book tickets for:

- Trains:
 - For all domestic routes within Europe,
 - For all international routes within Europe,
 - For the main routes outside Europe.
- Planes:
 - For all regular airline companies,
 - When applicable, for low cost companiesPreference should be given to the scheduled flights over charter flights.
- Other means of transportation (e.g. boat, bus, etc.):
 - For main national and international routes.

Preference should be given to electronic tickets when available or applicable. In exceptional cases, when tickets cannot be delivered electronically they should be delivered in paper form:

- For regular requests¹, at ESMA/EIOPA's premises within a maximum of 72 hours after the booking confirmation, with no additional charge;
- For urgent requests², at the traveller's actual location, within a maximum of 24 hours after the booking confirmation. The tenderers are required to quote a price for this service in the Financial proposal (see Financial Proposal Form - Annex VII).

As a last resort, tickets may be made available for printing and collection by the traveller at the airport or station of departure.

Whatever the type of tickets, the travel agency shall send separate tickets for each traveller.

¹ Note: see §C – *Ordering process* for more information about urgent and regular requests

² Idem

2. Car rental services

Travellers might require car rental services, either upon arrival in the country/city of their destination, or from their place of employment in order to travel to their final destination. Upon requests – the travel agency shall provide negotiated rates with some car rental companies and a list of the different services on offer, and arrange the renting of vehicles for the travellers.

It is possible that in some exceptional cases travellers might require to hire a car with driver (for example in places where no public transport is available or the safety of the traveller might be at risk). In such cases the travel agency will be expected to provide detailed information on such services (including names of service providers, contact details, list of services on offer with prices), and if/when possible arrange the booking of such services.

3. Other means of transportation

Upon request from either of the ESAs, the travel agency shall send information on the public transport and more specifically timetables and prices of buses, underground and overground trains available from and to the airport/train station at the place of arrival, in order to help the person travel to and from his/her hotel, meeting places, etc.

Travellers may request taxi services upon arrival at their destination (station/airport). In such cases the travel agency will be expected to provide a contact list of taxi companies, and if possible (and if requested) book taxi services for the travellers.

4. Arranging accommodation for travellers

Upon request, the travel agency shall arrange hotel accommodation for travellers.

The maximum price of the hotel rates shall be in accordance with the list provided by the European Commission (see Annex XIV).

Convenience (proximity to the mission venue) should also be taken into account.

The category of the proposed hotels shall be minimum 3 (***) stars.

To this end the travel agency shall have at its disposal a broad selection of hotels across Europe and worldwide.

Travellers pay their hotel invoices directly upon checking-in/out and claim reimbursement of expenses after their trips. However tenderers must guarantee the hotel booking without requesting credit card details from travellers.

5. 24 hours assistance to the traveller

The travel agency shall provide all necessary assistance, (at least a telephone service) to travellers whilst on mission or just about to leave for a mission, 24 hours a day, 7 days a week, 365 days a year (e.g. in the event of delays, cancellations, overbooking, risks, etc.), making alternative bookings as necessary, and ensuring the safety of the traveller.

Assistance applies only to travellers with a mission order (i.e. for external experts/third parties on non-missions and for staff members of either ESA on missions). Please refer to the definitions in section 2.1.

6. Travel itinerary

Together with the tickets and/or booking confirmations, the travel agency will send by e-mail and to each traveller detailed information relating to their journey, including the following (as and when applicable):

- Mission reference number (provided by the respective ESAs)
- Name of the traveller
- Complete itinerary, including dates, times and venues
- 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
- Hotel information:
 - Dates,
 - Address
 - Room information...
- Car rental information:
 - Class (A, B, C, ...)
 - Dates,
 - Pick-up place,
 - Return place...
- Other relevant information

7. Travelling information

The travel agency shall ensure that travellers and any other relevant staff of each ESA are informed fully and in due course of any changes that might affect the logistics of their journey (e.g. delays, cancellations overbooking, weather conditions, strikes, unforeseen circumstances, etc.) and their security during their journey (e.g. risks and health issues at the place of destination or stop-over).

The travel agency shall also inform relevant staff of each ESA of upcoming changes regarding travel in general:

- modification of prices,
- modification of frequently used scheduled flights,
- new routes established to/from frequent destinations,
- possible new regulations applicable,
- planned strikes in places frequently visited by staff of either ESA,
- any risks, health and security issues in places frequently visited by staff of either ESAs,
- any other events which may affect travel of persons on mission.

8. Providing visa assistance

When any staff member going on mission by reason of his/her nationality requires a visa for a specific business trip, the travel agency shall inform the traveller of such requirements and of the procedures to obtain the necessary visa(s), and when possible mediate with the appropriate visa issuing authorities to obtain such a visa before the departure date.

9. Modification and cancellation of bookings

The travel agency shall be able to modify or cancel any bookings at any time, even after they have been confirmed.

In case of cancellation at short notice, the travel agency will endeavour to minimise any penalties from the service provider (travel company, hotel, etc.) to be incurred by either ESAs. No penalties attributable to the fault of the travel agency will be accepted.

B. OTHER REQUIREMENTS

1. Working hours and days

The travel agency must be able to provide the aforementioned services to both ESAs on all working days of both ESAs and during their normal working hours, i.e. Monday to Friday, 8:30 to 18:30 (Paris/Frankfurt time).

Tenderers should note that neither of the ESAs follows national calendars of holidays. The annual calendar of each ESA is available on their respective websites:

- for ESMA: <http://www.esma.europa.eu/page/contact-us>
- for EIOPA: <https://eiopa.europa.eu/about-eiopa/location/index.html>

For the current year, the calendar can be found in Annex XV.

2. Profiles of travellers

In order to offer better customer services, the travel agency shall be able to keep up-to-date profiles of travellers including personal data such as contact details, contact details of PA/assistant, nationality, languages, specific dietary requirements, seat preferences, etc.

3. Corporate discounts and after-sales services

The travel agency shall be able to offer the best rates from carriers and other designated service providers to both ESAs. It will negotiate corporate discounts on behalf of both ESAs. It will ensure that both ESAs can take full advantage of special offers and preferential rates negotiated on their behalf.

It shall also propose and implement initiatives aiming at economy savings and/or free additional services in the interest of both ESAs (e.g. corporate programmes, periodical travel passes, etc.).

4. Environmental practices

The ESAs wish to reduce CO₂ emissions and therefore encourages the use of public or shared transport whenever possible, taking account, among other things, the environmental impact.

Thus, the travel agency must implement environmental practices in ESAs guide to missions and shall encourage good environmental practices.

5. Additional services catalogue

In case needs for additional services arise, the travel agency will be informed accordingly and a relevant order will be issued.

In this view, the tenderers are required to attach a catalogue of all services not described in these specifications, which they are able to offer. This catalogue must include a description of the services and prices (excluding and including VAT).

C. ORDERING PROCESS

1. Step 1/4 - Requests

There are two types of requests:

- **Regular requests:** all non urgent requests
- **Urgent requests:** requests concerning missions starting within less than 2 working days (48 hours).

Requests for services will be submitted to the travel agency by:

- If the traveller is part of one of the ESA staff:
 - Travellers themselves
 - Assistants/PAs on behalf of travellers
- If the traveller is not part of either ESA staff: an ESA assistant will act as the point of contact between the traveller and the travel agency. External parties cannot contact the travel agency directly, unless the trip has already started and the traveller requires immediate assistance from the travel agency.

The requests for services will be submitted to the travel agency **by email** or **telephone**. The content of the request template will be agreed between each ESA and the successful tenderer.

Each ESA will communicate the names and contact details of its staff members authorised to submit requests for services to the travel agency.

2. Step 2/4 - Sending of options

On receiving a request, one of the travel agency's operators will send possible travel options by email to the person who sent the request.

The response to a request shall take the form of a comprehensive proposal, including options on possible routes, schedules, type of accommodations, etc. and relevant cost quotations, as well as information on the availability of the proposed options, any applicable restrictions, and deadline for confirmation.

Note: the expected timelines to respond to a request as well as the expected number of options are described in the "Service Level" section below.

The traveller can reject the travel option(s) sent by the travel agency if deemed not suitable (see §A1 for more detail on the travel options that need to be sent). If so, the travel agency shall submit at least one new option, at no additional cost.

3. Step 3/4 - Validation

The validation will be sent to both the travel agency and the traveller by email by an authorised staff member, mentioning the original request, according to a process to be defined between each ESA and the travel agency.

Each ESA will communicate the names and contact details of its staff members authorised to confirm bookings.

4. Step 4/4 - Ticket/booking confirmation issuing and delivery

Upon receipt of the confirmation from the authorised staff member the travel agency shall issue the tickets and/or booking references, and send the appropriate documentation (i.e. electronic tickets, booking confirmations, travel itineraries as specified in point §A.1) to both the traveller and the authorised staff who confirmed the reservation(s).

Note: the expected delivery timeline is described in the “Service Level” section below.

5. Other features of the process

Among the proposed travel options, the most economical and the more cost efficient options must be highlighted.

With each proposal, the travel agency must indicate by email:

- How long the reservation can be held at the indicated price,
- Any condition to be fulfilled in order to benefit from the quoted price.
- The travel agency must also alert the requester in case of low remaining seat/room availability.

The travel agency shall also take into account the travel booking preferences of the traveller, provided that they are compliant with the Mission Guide of the relevant ESA.

6. Potential future evolutions

Tenderers should note that in the near future the ordering process - and more generally the whole mission management process - may evolve towards a self booking tool, allowing to run the same process as described above through a web-based system.

Thus, the tenderers are also required to provide capabilities and prices for all operations through this channel.

D. INVOICING

At the beginning of each month, the travel agency shall invoice all the respective services delivered during the previous month to each ESA separately. The payment will be done in accordance with the relevant provisions of the Draft Contract (see Annex I).

In particular, the invoice shall specify the total amount due, the month and the year to which the invoice refers to, and shall contain the Framework Service Contract reference number, the Specific Contract reference number, and the mission reference number.

The travel agency must attach the relevant booking confirmation(s) (and/or cancellations) to each invoice and/or credit note.

The invoice and/or credit note shall be accompanied by a detailed and itemised report describing the services provided to each ESA during the monthly period in question. The respective report should also be sent electronically to each ESA, in a format compatible with Excel. The report shall be itemised by journey, and specify as a minimum:

- Date of request
- Name of requester
- Date of booking
- Name of the traveller
- Name of the Unit/Division
- Name of the requesting ESA
- Mission reference number provided by the respective ESA
- Specific contract reference number
- Type of service (e.g. plane/train ticket, hotel room, etc.)
- Company / Service provider
- Travel itinerary (if applicable)
- Dates and times of travel (if applicable)
- Name of the hotel (if applicable)
- Duration of stay in the hotel (if applicable)
- Fare and tax details (if applicable)
- Hotel rate per night and any related taxes (e.g. city taxes, etc.) (if applicable)
- Travel agency's transaction fee (must always be shown separately for each item)
- Any VAT amounts (if applicable) must be indicated separately

Please note that the requirement regarding the invoicing process as described above is a minimum-requirement.

In case of inconsistent invoice, the travel agency shall take any measure to correct errors and send a new version within 7 (seven) working days.

E. Management Information Report

The travel agency will be required to submit detailed management information reports to each ESA at the beginning of the following month. The respective reports should be clear and useable, and sent electronically to each ESA, in a format compatible with Excel.

The required reports shall provide statistics on the types and volume (in terms of both value and numbers) of transactions per ESA, and include at least the following breakdowns:

- by type of service (transport, hotels, agency fees, other),
- by given period,
- by compliance to the travel policy,
- cancellation rate,
- modification rate,
- by companies/service providers,
- for transport:
 - by transportation modes,
 - by type of fares
 - flexible vs non flexible tickets

- by traveller,
- by department/division/unit,
- by city/country of departure,
- by city/country of arrival,
- by routes (from/to),
- savings/missavings tracking.

All reports must include figures realised over the elapsed month and since the beginning of the year.

Starting from Year 2 of the contract, the reporting will also show the evolution of the figures over time by providing some comparison between given months/quarters of different years.

On specific request from either of the ESAs, the travel agency will also have to provide data relating to all transactions (i.e. transactions of both ESAs).

Please note that the requirement regarding the reporting process as described above is a minimum-requirement.

F. CONTRACT MANAGEMENT

1. Service level

Responses to requests for services shall be provided by email within:

- **2 working hours** for regular requests
- **30 minutes³** for urgent requests

For emergency assistance requests, the travel agency shall be able to answer immediately by the channel through which the request has been made.

Unless the request concerns a specific schedule, at least **2 (two) travel options** must be provided by the travel agency.

The validation is up to ESA authorised staff, provided that they are duly informed on the price validity conditions (see §A).

Upon validation of the booking by the ESA, the ticket/booking confirmation shall be issued and delivered electronically within:

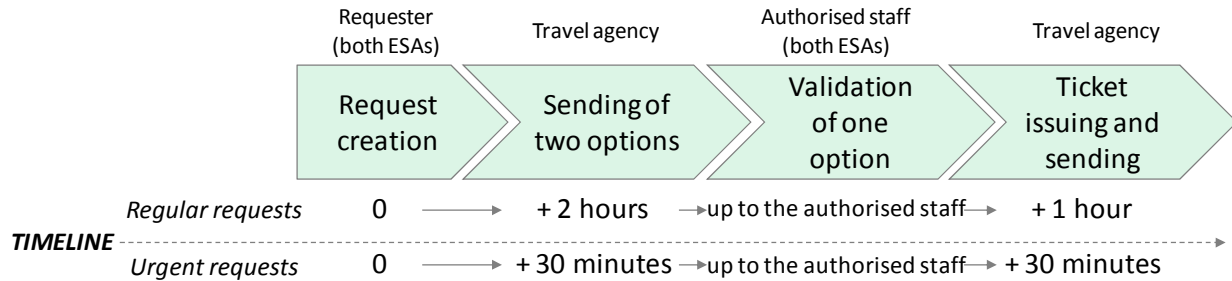
- **1 working hour** for regular requests
- **30 minutes⁴** for urgent requests

If tickets/booking confirmation cannot be issued and delivered electronically, please refer to §A1.

³ For urgent requests, the response time is not counted in working minutes, but absolute minutes, whatever the hour at which the request has been made.

⁴ Same as above

The ordering timeline can be summarized as follows:



Expected Service Levels for Invoicing and Management Information Reports are described in sections D and E above.

2. Quality performance

Both ESAs will control the compliance of the travel agency to these metrics randomly. Both ESAs will also:

- assess the quality of the services by periodic customer satisfaction surveys,
- monitor any complaints received from staff related to the travel agency services.

Quality feedback forms shall be distributed by each ESA to its staff on a minimum of five days per quarter (see draft Quality feedback form – Annex XVI). Both ESAs will seek to collect feedback for as many types of services as possible during a given quarter.

After assessing the feedback forms, each ESA will pass them on to the travel agency’s appointed contract manager.

The dedicated customer service person will present an overview of the results of the last quarter’s quality evaluation. Quality assurance reports shall be sent by email to each ESA’s authorised staff members not later than 10 working days after the end of each quarter.

Should issues be discovered, the travel agency shall immediately inform the respective ESA on how the problems will be resolved.

When requested by ESMA, service management meetings shall be held at ESMA/EIOPA’s premises.

In addition, if the average quality score for an evaluated day falls below **60%** three times within one year, ESMA/EIOPA reserve the right to terminate the contract.

3. Meetings

The travel agency will be requested to attend a number of meetings (one initial meeting at the start of the contract followed by quarterly annual contract performance review meetings as a minimum), which will take place either at the premises of either ESA or via teleconference. In addition, telephone or conference calls can be organised between the travel agency representatives and ESAs, as and when necessary.

The travel agency shall appoint representatives with sufficient competence (technical, financial, commercial, etc.) to address all topics listed in the meeting agenda (which will be distributed beforehand), and sufficient authority to represent the travel agency in these meetings.

Any expenses incurred by the travel agency in connection to these meetings will not be reimbursed by ESMA or EIOPA.

4. Communication

ESMA will appoint a Contract Manager for this Framework Service Contract. The Contract Manager will be the main contact person for all issues relating to the implementation of the Framework Service Contract for both ESAs.

Each ESA will appoint a member of staff to manage its respective specific contract, and to be the direct point of contact with the travel agency for any administrative and financial issues related to the specific contracts.

Each ESA will communicate the names and contact details of its staff members authorised to request services from the travel agency and/or to validate bookings.

The travel agency shall appoint a contract manager within its organisation who will coordinate the contract from the agency's point of view, and assist both ESAs with technical and administrative issues. This person will be fluent in English: he/she must be able to sustain in depth communications, both spoken and written, related to the scope of this contract.

Unless the contract manager has the competency to do so, the travel agency shall also appoint a person with the ability to address any invoicing issues that either ESA may have. This person will also be fluent in English: he/she must be able to sustain in depth communications, both spoken and written, related to the scope of this contract.

5. Customer Support

The travel agency shall appoint trained and competent staff to provide the travel agency services as described in this document.

The members of the contract implementation/customer support team must have a very good working knowledge of English: they must be able to sustain communications, both spoken and written, related to the scope of this contract.

Regarding transactions (outside assistance), the travel agency must provide a generic telephone number and a functional email address allowing both ESAs to contact directly an operator able to deal with the request.

Besides, when a request has been treated by an operator, ESAs must be able to contact directly this very operator until the end of the process (for booking, until the issuing of the ticket).

Regarding assistance, the travel agency must provide an emergency telephone number (which can be the same as for other transactions) allowing both ESAs to contact competent staff at all times (24 hours a day, 7 days a week, 365 days a year).

6. Confidentiality of information

The travel agency must ensure that personal data to which it may get access to during the implementation of the contract is fully protected. The travel agency is bound by standard confidentiality obligations (see Annex I – Draft Contract).

7. Service continuity

The services described above shall not be interrupted because of the absence of any of the appointed staff of the travel agency.

The travel agency is responsible for the replacement of staff, with people of at least the same level of skills and competencies as the originally appointed staff.

2.2.3 Volume of the contract (for ESMA and EIOPA)

Both ESAs estimate, without this being binding, that the maximum contract value over the total possible duration of 48 months should not exceed:

- For ESMA: **5,400,000€** (five million four hundred thousand Euros).
- For EIOPA: **4,100,000€** (four million one hundred thousand Euros).
- For both ESAs: **9,500,000€** (nine million five hundred thousand Euros).

Both ESAs may, during the contract, exercise the option to increase the maximum contract volume via negotiated procedure with the successful tenderer in accordance with Article 126 (1) (f) of the Implementing Rules of the Financial Regulation.

The minimum contract value will be:

- For ESMA: **600,000€** (six hundred thousand Euros).
- For EIOPA: **500,000€** (five hundred thousand Euros).
- For both ESAs: **1,100,000€** (one million one hundred thousand Euros).

2.3 Duration of the contract

The contract is set for an initial period of 12 (twelve) months. After the initial term of 12 (twelve) months, the contract may be renewed up to 3 (three) times, each time for a period of 12 (twelve) months.

2.4 Place of performance of the contract

The services will be performed from the travel agency business premises. The location of the travel agency is not important, as long as the ability of the tenderer to deliver the requested services and the required level of service quality are not affected. The travel agency must be fully available and flexible (i.e. at all times listed in the terms of references), and provide timely delivery.

2.5 Intellectual property rights

Not applicable

2.6 Prices

The prices for the services must be provided by the tenderers in their financial offers, which must be submitted using the appropriate template (see Financial Proposal Form - Annex VII).

2.6.1 Currency of tender

Prices must be quoted in Euro.

2.6.2 All-inclusive prices

Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply and installation, maintenance, travel, subsistence, etc). No expenses incurred in the performance of the services will be reimbursed separately by either ESA.

2.6.3 Price revision

Prices submitted in response to this tender shall be fixed and not subject to revision for Specific Contracts concluded during the first year of performance of the Framework Service Contract.

Specific Contracts shall be concluded on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

From the beginning of the second year of performance of the contract, the price may be revised as specified in the relevant provisions of the draft contract (see Annex I).

2.6.4 Costs involved in preparing and submitting a tender

Neither ESA will reimburse any costs incurred in the preparation and submission of a tender. Any such costs must be paid by the tenderer.

2.6.5 Protocol on the Privileges and Immunities of the European Union

Both ESAs are, as a rule, exempt from all taxes and duties, and in certain circumstances are entitled to a refund for indirect tax incurred, such as value added tax (VAT), pursuant to the provisions of articles 3 and 4 of the Protocol on Privileges and Immunities of the European Union. Tenderers must therefore quote prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

2.6.6 Payments

Payments under the contract shall be executed only if the contractor has fulfilled all their contractual obligations by the date on which the invoice is submitted, including specified deliverables. See Draft Contract Article 1.4 for details.

3. Exclusion and selection criteria

3.1 Exclusion criteria

Tenderers shall be excluded from participation in procurement procedure if they are in any of the following situations:

- 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 power 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 both ESAs can justify including by decisions of the EIB 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(ies) where the contract is to be performed;
- e) they or persons having power 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 detrimental to the Union's financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure for this contract:

- are subject to a conflict of interest;
- are guilty of misrepresenting the information required by both ESAs as a condition of participation in the procurement procedure or fail to supply this information.

Declaration and means of proof

All tenderers must certify that they are not in any of the situations listed above by completing and signing the attached Exclusion Criteria & Non-Conflict of Interest Declaration in **Annex II**.

The tenderer to whom the contract is to be awarded shall provide in addition, within 15 days following the notification of award and preceding the signature of the contract, the following documentary proofs to confirm the declaration referred to above:

- For points a), b) and e), a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For point d) a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to above is not issued in the country concerned, 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 his country of origin or provenance.

This requirement applies to all members of the consortium in case of joint tender.

3.2 Selection criteria

Tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

The evidence requested should be provided by each member of the group in case of joint tender and identified subcontractor. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to both ESAs that it will have at its disposal the resources necessary for the performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

3.2.1 Legal capacity

Requirement

The tenderer is asked to prove that s/he is authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

The tenderer shall provide a duly filled in and signed Legal Entity Form (see **Annex III**) accompanied by the documents requested therein. (Where the tenderer has already signed another contract with ESMA and/or EIOPA, they may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime).

3.2.2 Economic and financial capacity

Requirement

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

The tenderer must have a minimum turnover of **10,000,000€** on the last year to be selected for this tender.

Evidence required

Proof of economic and financial capacity shall be given by the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) providing the following documents:

- Statement of the total turnover, and turnover relating to the provision of similar services, realised over a period of the past three years, or for the period the company has been trading (if less than three years).

- Copy of the profit & loss account and balance sheet for the last two years for which accounts have been closed,
- Failing that, appropriate statements from banks,
- Evidence of professional liability insurance certificates.

If, for some exceptional reason which both ESAs consider justified, the tenderer is unable to provide the above documents, he or she may prove his or her economic and financial capacity by any other means which both ESAs consider appropriate.

Both ESAs must at least be notified of the exceptional reason and its justification in the tender. Both ESAs reserve the right to request any other document enabling them to verify the tenderer's economic and financial capacity.

3.2.3 Technical and professional capacity

Requirement(s)

The applicant's technical and professional capacity will be evaluated using the following criteria:

a. Criteria related to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- Ability to provide the required services
- Past experiences
- Suitability of the appointed staff to perform the required services

b. Evidence:

The following evidence should be provided to fulfil the above criteria:

- Dated and signed questionnaire of professional capacities filled in Annex X;
- Professional accreditations held by the tenderer and relevant subcontractors;
- The applicant must prove relevant experience in the field of travel agency services with at least 3 projects delivered in this field in the last three years with a value between 500,000€ and 2,000,000€ for each project. These 3 business cases must at least detail the client (public/private), type and volume of transactions, number of travel booked, spoken languages, duration of the project and include a reference letter from the client, specifying that they have been carried out in a professional manner and have been fully completed;
- CVs of the Contract Manager(s) (using the template in Annex VI), covering work experience, education and training, organizational and professional skills, language certificates;
- A signed declaration on honour that "The travel agency appointed staff has the necessary experience and language skills to perform the required services".

4. *Award of the contract*

Offers are opened and evaluated by a committee, possessing the technical and administrative capacities necessary to give an informed opinion on the offers. The committee members are nominated on a personal basis by ESMA under guarantee of impartiality and confidentiality. Each of them has equal voting rights.

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

4.1 Technical proposal (Annex XI)

The technical proposal must be consistent with the Terms of Reference, to which the tenderers commit to be able to answer by filling the questionnaire of professional capacities.

The tenderers shall use the Technical Proposal Form, available in Annex XI to submit their technical proposal. They can also add some documentation in free format, but answers made in the form must be comprehensive and cannot state only “see attached documentation” (or equivalent mention).

The form must also be signed by the tenderer.

The technical proposal must include the following features:

a. Contract implementation, describing in particular:

- How the contract implementation will be organised in order to guarantee efficiency and quality of the provision of services to ESAs,
- Which hotels can the tenderer book and its ability to provide preferential rates to ESAs,
- The clarity, transparency and usability of the Management Information Reports,
- The considered services and/or contingency plans in case of unexpected issue related to a travel,
- The organisation of the emergency assistance support,
- The ability of the travel agency’s booking tool to support the services described in the present specifications, and how it can be implemented.

b. Team performing the services, describing in particular:

- The composition and balance of skill mix of proposed team (including the number of staff and proportion of staff 100% dedicated to both ESAs) and relevant subcontractors: profiles, team roles and responsibilities of all team members, including resource back-up,
- The past experience of team members, especially clients (private/public sector, volume of travels, international exposure, etc.) they have provided travel agency services for.

c. Environment, describing in particular:

- How will the travel agency implement environmental practices in ESAs’ Mission Guides to Missions,
- Which environmental good practices will the travel agency encourage, and how will it implement them, both internally and in their relationship with the ESAs.

d. Scenarios:

- Tenderers shall provide travel options in response to the test requests described below, as they would do for a real request, according to the present specifications.

Scenario 1	
Number of persons on mission	2
Meeting date, time and venue	1 st October 2013; 09:00 - 17:00 Paris, ESMA premises 103 rue de Grenelle, 75007 Paris, France
Departure location	Frankfurt am Main, Germany
Additional information	One of the person is not available for a departure on September 30 th , but the two persons are not bound to travel together

Scenario 2	
Number of persons on mission	1
Meetings dates, times and venues	<p>Meeting 1: 3rd October 2013; 08:00 - 12:00 London, EBA premises 25 Old Broad Street, Tower 42 (Level 20), London EC2N 1HQ, United Kingdom</p> <p>Meeting 2: 3rd October 2013; 16:00 - 18:00 Brussels, Council of the European Union Justus Lipsius Building, Rue de la Loi 175, 1048 Brussels, Belgium</p>
Departure location	Paris, France

Please refer to the Missions Guide and hotels ceilings (Annex XII, XIII and XIV) in order to answer accurately to these scenarios.

4.2 Technical evaluation

The tenderers' technical proposals will be evaluated according to the criteria below:

Technical criteria	Maximum points
a. Contract implementation	35
Contract implementation planning, process and organisation, means to reach efficiency and quality in the delivery of the processes	8
Range of hotels that the tenderer can book, and financial conditions	7
Clarity, transparency and usability of the Management Information Report template	5
Services and/or contingency plans in case of unexpected issue: how is the travel agency informed, how does it report issues to ESA, what measures can be taken, how fast	5
Organisation of the emergency assistance support: telephone number provided, process of assistance	5
Booking tool ability to preserve the process	5
b. Team performing the services	30
Structure and organisation of the appointed team, number of Full-time equivalent (FTE), number of dedicated staff	20
Experience working with international and governmental organisations	10
c. Environment	5
Methods to implement ESAs' Guide to Missions environmental good practices	2
Suggested additional environmental good practices and methods to implement them	3
d. Answers to scenarios	30
Scenario 1: demonstration of the ability to provide with travel options compliant with the required services and improve cost efficiency	15
Scenario 2: same as Scenario 1	15
Total	100

Only tenderers scoring **at least 65 points of the maximum of 100 points** against the technical award criteria will have their financial proposal evaluated.

The sum of the points obtained by the tenderers' technical proposals equals to their **technical score**.

4.3 Financial evaluation

The financial proposal shall be presented in the format found in **Annex VII**, which can be summarized as follows:

Financial criteria	Weight
Operation fees (for regular requests)	50%
Fees for each transaction (booking, modification or cancellation), when the request is regular. For each operation, the fee depends on the channel. All channels have different weights: <ul style="list-style-type: none"> • Per e-mail: 60% • Per telephone: 30% • Through a tool: 10% 	
Operation fees (for urgent requests)	25%
Same as previous, but in case of urgent requests Sending of paper tickets in less than 24 hours	
Contract management and services	20%
Costs for the management of the contract	
Visa assistance 24 hours assistance	
Tools	5%
Costs to implement, administrate and maintain a booking tool and train the relevant staff (does not include the costs of operations made through a tool)	
TOTAL	100%

Maximum points for the financial evaluation will be **100 points**.

The tenderer with the lowest **score, according to the weightings above**, will receive a **financial score of 100 points**.

The financial score for the other tenderers will be calculated by using the following formula:

Financial score = *intermediate score of the best tenderer* / *intermediate score of the tenderer being evaluated* x 100.

The prices indicated are exhaustive, and will be applied to the selected travel agency. No other cost can be applied as long as the perimeter of services stays the same.

4.4 Choice of the selected tender

The contract will be awarded to the tenderer offering the best value for money, taking into account the awarding criteria listed above. No award criteria and sub-criteria other than those detailed above will be used to evaluate the offer.

The weighting of quality and price will be applied as follows:

Score for Tender	=	$\frac{\text{Technical score}}{100}$	x	40	+	$\frac{\text{Financial score}}{100}$	x	60
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4.5 No obligation to award

Completing the procedure of the call for tenders in no way imposes on ESMA an obligation to award the contract. ESMA shall not be liable for any compensation with respect to tenderers whose offers have not been accepted, nor shall ESMA be liable when deciding not to award the contract.

4.6 Notification of outcome

Each tenderer will be informed in writing about the outcome of the call for tender.

If tenderers are notified that a tender has not been successful, tenderers may request additional information by fax or mail. At the discretion of ESMA, this information can be given in a follow-up letter providing further details in writing, such as the name of the tenderer to whom the contract is awarded and a summary of the characteristics and relative advantages of the successful tender. However, ESMA would like to stress that it is not free to disclose any information affecting the commercial interests of other tenderers.

List of Annexes

- Annex I – Model contract
- Annex II – Exclusion criteria and non-conflict of interest declaration
- Annex III – Legal entity form
- Annex IV – Financial identification form
- Annex V – Authorised signatory form
- Annex VI – Curriculum Vitae template
- Annex VII – Financial proposal form
- Annex VIII – Confirmation of offer submission
- Annex IX – Tender submission checklist
- Annex X – Questionnaire of professional capacities
- Annex XI – Technical proposal
- Annex XII – Mission Guide (ESMA)
- Annex XIII – Mission Guide (EIOPA)
- Annex XIV – Hotels ceilings
- Annex XV – Public holidays for both ESAs
- Annex XVI – Quality feedback form



Annex I – Model contract

Please see the attached document.

Annex II – Exclusion criteria and non-conflict of interest declaration

TO BE COMPLETED AND SIGNED BY THE TENDERER

The undersigned: _____
 in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator)
or
 representing (if the economic operator is a legal person)

official name in full (only for legal person): _____

official legal form (only for legal person): _____

official address in full: _____

VAT registration number: _____

declares that the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) or persons having power of representation, decision making or control over it have not 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) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the EIB and international organisations;
- d) is 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 France and those of the country where the contract is to be performed;
- e) or persons having power of representation, decision making or control over them have not 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 detrimental to the Union's financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, has not been declared to be in serious breach of contract for failure to comply with their contractual obligations.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) that the information provided to ESMA within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above.
- m)

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document 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.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents 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.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, 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 his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

Annex III – Legal entity form

Please download and complete the appropriate legal entity form:

For individuals:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_indiv_en.pdf

For private companies:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_privComp_en.pdf

For public entities:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_public_en.pdf

Annex IV – Financial identification form

Please download and complete the financial identification form available at:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/financial_id/fich_sign_ba_gb_en.pdf



Annex V – Authorised signatory form

Address and contact details

Tenderer Name	
Address	
Post Code	
Tel	
Fax	
Email	
Web Site (if applicable)	
Legal Status	
Contact person for this tender	
Legal signatory(ies)	



Annex VI – Curriculum Vitae template

A template of ESMA's preferred Curriculum Vitae format is available at:
<http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV.csp>



Annex VII – Financial proposal form

Company: _____
Date: _____
Signature: _____

Please see the attached document “Travel Agency Tender – Financial proposal.xlsx”

Annex VIII – Confirmation of offer submission

In order to keep track of offers due to arrive, tenderers who do not hand deliver their offers are requested to complete and return this form by email.

Title: Travel agency services

Publication Reference: OJ/06/08/2013-PROC/2013/006

Attn: ESMA, Attention to the Procurement Office

Email: procurement@esma.europa.eu

I have submitted an offer for this call on ____/____/____ using the following delivery service:

- Registered mail
- Express mail
- Courier Service
- Other _____

Tenderer name:

Email:

Telephone number:

Annex IX – Tender submission checklist

The checklist must be used to ensure that you have provided all the documentation for this tender and in the correct way. This checklist should be signed and included in **Envelope A** of your offer.

You must submit your offer in one outer envelope which contains 3 separate inner envelopes clearly marked **Envelopes A, B and C**.

Please Tick ✓ the boxes provided

Envelope ‘A’ – Administrative documents – must contain

- The duly completed, signed and dated **Exclusion Criteria and Non-Conflict of Interest Declaration**.
- The duly completed, signed and dated **Legal Entity Form(s)**
- The duly completed, signed and dated **Financial Identification Form**
- The **economic and financial capacity documents** requested in section 3.2.2
- The **technical and professional capacity documents** requested in section 3.2.3.
- The duly completed **Authorised Signatory Form**
- In the case of consortia, a **consortium agreement** and any other documents as requested in section 1.4
- This **tender submission checklist**, completed, signed and dated.

Envelope ‘B’ – Technical proposal – must contain

- One original signed copy and 4 copies of the **technical proposal**.

Envelope ‘C’ – Financial proposal – must contain

- One original signed copy and 4 copies of the **financial proposal**.

You should also ensure that:

- Your offer is formulated in one of the official languages of the European Union.
- Both the technical and financial proposals of the offer are signed by the tenderer or his duly authorised agent.
- Your offer is perfectly legible in order to rule out any ambiguity.
- Your offer is submitted in accordance with the double envelope system as detailed in section 1.6.1.
- The outer envelope bears the information detailed in section 1.6.1.

Name: _____
Signature: _____
Date: _____



Annex X – Questionnaire of professional capacities

Please see the attached document “Travel Agency Tender – Questionnaire of professional capacities.xlsx”



Annex XI – Technical proposal

Please see the attached document “Travel Agency Tender – Technical proposal.xlsx”.



Annex XII – Mission Guide (ESMA)

Please see the attached document.



Annex XIII – Mission Guide (EIOPA)

Please see the attached document.



Annex XIV – Hotels ceilings

Please see the attached document.

Annex XV — Public holidays for both ESAs
Official holidays 2013 for both ESAs

DATES	ESMA	EIOPA
1 January <i>Tuesday, New Year's Day</i>	Closed	Closed
2 January <i>Wednesday, the day following New Year's Day</i>	Closed	Closed
28 March <i>Maundy Thursday/Holy Thursday</i>	Closed	Closed
29 March <i>Good Friday</i>	Closed	Closed
1 April <i>Easter Monday</i>	Closed	Closed
1 May <i>Wednesday, Labour Day</i>	Closed	Closed
9 May <i>Thursday, Anniversary of the declaration made by President Robert Schuman in 1950 and Ascension Day</i>	Closed	Closed
10 May <i>Friday, the day following Ascension Day</i>	Closed	Closed
20 May <i>Whit Monday</i>	Closed	Closed
15 August <i>Thursday, Assumption Day</i>	Closed	-
16 August <i>Friday, the day following Assumption Day</i>	Closed	-
3 October <i>German public holiday, Tag der deutschen Einheit</i>	-	Closed
1 November <i>Friday, All Saints' Day</i>	Closed	Closed
24 December to 31 December <i>Tuesday (6 end-of-year days) to Tuesday</i>	Closed	Closed



Annex XVI – Quality feedback form

Please see the attached document.