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Technical specifications for open invitation to tender

Procurement Procedure EMA/2013/17/IS Relocation services

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Technical specifications for open invitation to tender

No. EMA/2013/17/IS Relocation Services

1. Title of the invitation to tender

This document contains the Technical Specifications for the Open Invitation to Tender no. EMA/2013/17/IS Relocation Services.

The contract notice for this open tender has been published in the Official Journal of the European Union on 3 January 2014.

2. Objectives and context of the invitation to tender

The European Medicines Agency ("the Agency") is a decentralised body of the European Union based in Canary Wharf in the Docklands area of London (E14). Its main responsibility is the protection and promotion of public and animal health, through the evaluation and supervision of medicines for human and veterinary use.

The Agency was established in 1995 and operates under Council Regulation No 726/2004 to provide a system for the authorisation of medicinal products. The Agency is an Agency of the European Union and has its own legal personality. The Agency's budget is subject to checks and audits by the Court of Auditors.

The Agency is responsible for the scientific evaluation of applications for European marketing authorisation for medicinal products (centralised procedure). Under the centralised procedure, companies submit a single marketing authorisation application to the Agency. Once granted by the European Commission, a centralised marketing authorisation is valid in all European Union and EEA-EFTA states. The safety of medicines is monitored constantly by the Agency through a pharmacovigilance network.

The Agency also gives scientific advice and protocol assistance to companies for the development of new medicinal products. It published guidelines on quality, safety and efficacy testing requirements. A dedicated office provides special assistance to small and medium-sized enterprises (SMEs). Seven scientific committees, composed of members of all EU and EEA-EFTA states, some including patients' and doctors' representatives, conduct the main scientific work of the Agency.

In July 2014 the Agency will commence its relocation to 30 Churchill Place, Canary Wharf.

The main objective of this contract is to appoint a provider of commercial removal and relocation services. The project is to carry out the move of the Agency's range of effects to include filing, some furniture, ICT equipment and materials, catering equipment, staff's belongings and ad hoc items such as lockers and safes from its current premises in 1, 7 and 11 Westferry Circus to 30 Churchill Place. Both locations are in Canary Wharf.

The contract may also be utilised for subsequent internal office moves.

A large part of the furniture assets will remain in the current premises and will be collected by the European Commission under its own arrangements.

The Agency has appointed a move management company to assist with the coordination of its migration to 30 Churchill Place. The relocation service provider appointed via the current tender procedure will be required to liaise closely with the move management company.

3. Subject of the tender

The Agency considers that it may require a company to provide a range of relocation services. It is the intention of the Agency to conclude a framework supply and service contract with a company to provide all necessary removal and relocation services related to its move to new premises, 'Project 2014'. The contract may also be utilised for subsequent internal office moves.

In relation to Project 2014, the Contractor may be expected to:

- Carry out the removal of all staff from the Agency move with a standard zero downtime for office staff. The standard zero downtime is applicable on weekend and mid-week moves. This includes all personal effects, desktop IT and filing;
- Provide removal insurance;
- Pack, move and unpack the contents of the catering schedule. The catering facilities in the new building are completely fitted-out and the catering schedule consists of a limited amount of the most recent items which the Agency wishes to keep as spares plus some light equipment;
- Pack, move and unpack the contents of the IT schedule (around 40 large screens in various sizes, 2 CD duplicators, approx. 50 printers, 500 Desktop PC's, approx. 1000 desktop screens and the same number of keyboards/mouse and a small number of projectors);
- Move a limited amount furniture;
- Move approx. 260 plants;
- Move 5 cashless payment machines;
- Provide post move support to attend the new building on the Monday following each move for snagging and overall assistance;
- Provide a cost for the provision of IT support to assist with the decom / recom and testing of the desktop IT. This is a separate option and may not be required.
- The Agency is envisaging a "crateless" move and would welcome suggestions as to how this could be achieved.

4. Relocation details

4.1. Colours and coding

- Locations on floors will be identified by position number.
- Labels supplied by the remover will be fixed by Agency staff to all items to be moved by the remover. Any item without a label will not be moved.
- The move management company shall agree an appropriate colour coding system with the remover prior to the commencement of removals, supply the remover with a clear set of floor plans for the new premises, and arrange for additional copies of plans for the new premises to be displayed on each appropriate floor.
- The move management company shall ensure that appropriate coloured labels supplied by the remover, which must be the 'peel off' type, are placed on all items to be moved by the remover prior to removal and that the destination is clearly marked on each label. In the case of equipment which is to be wrapped or packed by the remover, the remover shall place a duplicate label on each item after it is wrapped or packed.
- The remover will provide supplies of 12 different colours of A4 sheets of branded labels (laser printable), eight weeks prior to the move. The remover will provide a word template of their labels to the move management company. A sample sheet of labels must be provided with the response to this tender.
- Crates should not be placed on desks or floor boxes but, where possible, to the side, without obstructing access to desks or storage. Full crates should not be stacked more than 3 high next to the desks and must not obstruct any walkways.

4.2. Planning meetings

- After appointment a meeting will be held to discuss general move principles, arrangements and co-ordination. Prior to each move a briefing meeting will be held to discuss proposed arrangements for the move in question with representatives of each of the contracts concerned. As the move progresses, each briefing will be preceded by a de-briefing from the previous move.
- The remover will be asked to provide input in the detailed phasing plan developed by the Agency's appointed move management company.
- Undertake site surveys, schedules and estimates on crate provision, the size of labour force required and the number and size of vehicles that will be necessary.
- Assess the best routes in/out of the buildings, taking note of any restrictions enforced by the building, Local Authority and parking/ loading restrictions.
- Establish the communication between buildings, move control points, emergency and first aid procedure, catering and breaks, washing and toilet facilities, move snagging procedure, damage reporting routine.

4.3. Management

- A move management company has been appointed by the Agency as project managers to co-ordinate the removal. The remover will receive instructions from and liaise with the move management company representative in relation thereto. Any successful remover must also comply with directions provided by the onsite main construction contractor.
- The remover shall ensure that a dedicated management representative is assigned to the project and attends pre-removal planning meetings, that foremen and crews are adequately briefed prior to removals, and that a management representative is on site or available throughout removals.
- The move management company will issue a list of its managers for each location and shift prior to each move.
- The move management company will ensure that a management contact is available on site at all times during the removal.
- Prior to the completion of each move, and without prejudice to any claim the Agency may have for loss or damage to property, the move management company's representative on site shall confirm to the remover's foreman that all goods are moved correctly; the remover's employees shall not leave site until this is done.

4.4. Other contractors

- The activities of all contractors necessary to disconnect equipment, pack, move, unpack, reconnect and test all equipment will be co-ordinated by the move management company and the Agency as precisely as possible prior to each move. However, co-operation between all contractors is expected during moves.
- Churchill Place will be under the control of the main construction contractor until 1 July 2014. Pre moves and site attendance must be carried out in conjunction with their policies pertaining to safe access routes and personal protective equipment ("PPE"). This may involve a safety induction for employees before the first move.

4.5. Materials

- The remover shall be responsible for the supply and distribution of all materials and equipment necessary to assist with the removal and protect items in transit including but not limited to:
 - labour, supervision, management and security;
 - sack trucks, dollies, trolleys, hand tools for dismantling and reassembly of items.
- The remover shall provide all packing materials required for the safe packing of IT equipment and contents including bubble wrap, cardboard, flat screen protectors and blankets.
- The remover shall complete a site survey to ascertain requirements for building protection and undertake a damage audit with the move management company's representative before the protection is laid, ensure that both buildings are adequately protected and take

away all protective materials post move.

4.6. Equipment

Unless specified to the contrary, all equipment to be moved by the remover shall be stripped down if appropriate and made ready for removal by the Agency beforehand. "Made ready for removal" means:

- That all disconnection of any electrical or pipework services has been undertaken;
- That all fluids have been drained from equipment;
- That all equipment is broken down into component parts as recommended by manufacturers/suppliers;
- That all moving parts are secured;
- That each component part is labelled. In the case of smaller parts, these shall be placed by Agency personnel in a sealed bag or box which will be labelled and left adjacent to the relevant equipment;
- That each piece of equipment is disconnected from the floor or wall.

4.7. Packing (filing and bulk areas)

- The Agency personnel will pack all personal desk contents into crates provided by the remover.
- The remover will pack and unpack, all bulk filing areas in sequential order if required. This includes the departmental cabinets and office filing. All filing must be fully unpacked over the weekend for use on Monday morning. Some filing may be released on Friday 9am for early packing but it is to be assumed that filing will be packed from 4pm.
- The remover will pack specialist items such as safes.

The remover will pack and unpack all delicate items.

4.8. Plants

- The Agency has approximately 260 plants of varying sizes to be relocated. These will be labelled.

4.9. Health & Safety

- The remover shall comply with all current safety, health, welfare, fire and transport legislation and regulations appertaining to staff transport and equipment engaged on the removal, as well as with any of the Agency's safety and other procedural requirements.
- The remover shall ensure that all its personnel are equipped with the appropriate PPE.
- The remover shall provide a project specific Health & Safety plan comprising risk assessments, hazard identification, method statements and risk mitigation methods that are specific to the project. The plan should also address peripheral issues related to the public and on site personnel other than the contractor's own.

4.10. Access

- The remover shall make any necessary arrangements with the appropriate authorities to obtain vehicular access to premises during the removal, and may pass on to the Agency any charges levied by the authorities at cost provided that the amount of the charges are agreed by the Move management company representative in advance. Parking fines incurred cannot be passed on to the Agency.
- The Agency shall be responsible for ensuring that the remover is able to gain access into buildings at the times agreed and the Agency shall liaise with the remover if other contractors need to gain access to buildings during the removal.
- The Agency shall be responsible for the availability, maintenance, and working of designated lifts and hoists to be used by the remover at specified times during removals. In event of mechanical, electrical or other failure of such designated lifts and hoists, or in the event that designated lifts and hoists are unavailable for some other reason, the Agency shall endeavour to return them to use by the remover as soon as practicable. In either event, whilst designated lifts and hoists are unavailable to the remover, the remover shall, in consultation with Agency personnel, use other means available to continue with removals, including stairs.

4.11. Security

- The remover shall supply in writing all names of staff 48 hours in advance of any shift.
- The remover shall ensure that all employees' agents and sub-contractors wear the remover's uniform at all times during the removal.
- The remover shall adhere to any reasonable request by the Agency or the Move management company concerning security including, if required, that nominated Agency representative or Move management company personnel ride in removal vehicles.

4.12. Meals and breaks

- Breaks will only be taken at specified times agreed between the remover and Move management company or the Agency.
- No food or drink may be consumed in any area of the Agency premises without the

consent of the Move management company management on site.

- Smoking is not permitted in any area of the site.

4.13. Employees

The remover shall:

- Be required to provide full details of all employees that are to be engaged by the remover for the purpose of the removal. Furthermore the remover shall supply any further information regarding its employees as may be requested by the Agency and/ or Move management company from time to time.
- Guarantee that every employee or sub-contractor dealing with confidential filing has passed a CRB check and there has been verification of the address and identity (by reference to passport, driving licence or other official photo ID) and the employee is qualified to work in the UK before being admitted onsite.
- Be wholly responsible for the actions or omissions of any person or persons including, without limitation, sub-contractors or temporary workers employed or utilised by the remover for the removal and the remover shall ensure that all sub-contractors and temporary workers comply with the terms of the contract.
- Obey the reasonable instructions of the Move management company representative and other authorised representatives of the Agency in relation to the removal.
- Carry out the removals in an orderly, efficient and business-like manner.
- Ensure as so far as is practicable that all persons employed are efficient, honest, trustworthy, fit to carry out removals and are well presented at all times.
- Ensure that all persons are at all times sober and are not under the influence of any substances.
- Ensure that its personnel engaged in carrying out the removals conduct themselves in a polite and courteous manner at all times.

4.14. Crates

The remover shall manage all aspects related to crates required to deliver the project including as a minimum:

- Deliver all required crates for the pre move on the Monday of the move week.
- Eighty personnel effects crates should be delivered 10 days before the first move for people on holiday.
- Personal crate deliveries to be on the Wednesday before each move.
- Filing and IT crates should be delivered on the Friday morning of each move and be removed on the weekend of the move. Personal crates should be collected on the Monday and Wednesday following every move or on the weekend of the move in case of a "crate less" move.
- A full schedule of crate deliveries and collections will be agreed with the Move management company prior to each phase, to include quantities, and specific locations (floors). Crate deliveries should arrive at 9am and collections should take place at 2pm. Deliveries must be delivered to the floors and rooms specified on the day of the delivery and distributed as per the instruction of the Agency. The remover should provide

resources to complete this.

- Delivery and collection notes will be required and must be signed by the Move management company representative. Responsibility for any crates delivered or collected without such signature remains with the remover.
- All crates must have integral lids and shall be clean and free of labels on delivery.
- Two plain seals per personal crate will be required and should be delivered with the crates. Numbered seals will be required for confidential filing, details of which will be confirmed by the Move management company prior to the move.
- Empty crates should not be stored more than 10 high to allow ease of access for Agency staff. Crates must not obstruct any walkways, fire doors and escape routes.
- The remover shall be responsible for the collection of all crates still in use by Agency personnel after the dates agreed with the remover for the collection of such items.
- The remover shall be solely responsible for ensuring that all crates are retrieved from each site at the end of the move phase and for the cost associated with any missing crates. Removers are to confirm acceptance of this clause in their response in the response of question 8 of Annex I (Quality questionnaire). The Agency will ensure that the remover has access to all areas for a final crate sweep.

4.15. Vehicles and transport

As a minimum, the remover must be able to guarantee the following for the transportation of all Agency property:

- That all vehicles are secure, lockable and have solid sides, and that curtain-sided vehicles will not be used on this Project.
- That all vehicles will be emptied and checked at the end of each working day / shift, and that no vehicle will be left loaded overnight unless agreed by the Agency or the Move management company.
- That no vehicle is left unattended, and that a crew member is in attendance at the rear / side of the vehicle whilst loading / unloading is in progress.
- That all vehicles are cleaned on a regular basis to the satisfaction of the Agency and the Move management company.
- That all vehicle drivers, the Project Manager, Foremen and Team Leaders carry a working mobile phone at all times.
- That all nominated vehicle drivers are experienced in the handling of valuable consignments and are capable of reacting quickly and effectively in an emergency situation.
- That a passenger seat is at all times available in the event that Agency staff are required to accompany a consignment.
- That transport travel distance from the base to site is as short as possible.

5. Participation in the tender

5.1. Agreements on public procurement

Participation in the Agency's tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with Union in the field of public procurement under the conditions laid down in that agreement.

The Agency can therefore accept offers from and sign contracts with tenderers from the EU Member States, EEA countries and any other country which has an international agreement with the Union in the field of public procurement. The tender procedures of the Agency are not, however, open to tenderers from countries which have ratified the Multilateral Agreement on Government Procurement ("GPA").

5.2. Subcontracting

If the tender envisages subcontracting any part of this contract, the following documents must be provided with the tender submission:

- (i) A document signed by the tenderer stating clearly the identity, roles, activities and responsibilities of subcontractor(s) and specifying the volume/proportion for each subcontractor.
- (ii) A letter of intent by each subcontractor stating its unambiguous undertaking to collaborate with the tenderer if it wins the contract and the extent of the resources that it will put at the tenderer's disposal for the performance of the contract.
- (iii) If requested under points 13, 14 and 15 any documents regarding the exclusion and/or selection criteria for any subcontractors.

If such documents are not provided, the Agency shall assume that the tenderer does not intend subcontracting.

6. Additional documentation available to tenderers

Further information about the work of the Agency can be obtained on its website:

<http://www.ema.europa.eu>.

7. Information visit

A compulsory information visit to 1,7 and 11 Westferry Circus and 30 Churchill Place for tenderers will take place on 23 January 2014 starting at 10H00 in 7 Westferry Circus. Tenderers are requested to advise Jill Christiaens via email (relocationtender@ema.europa.eu) by 17H00 on 20 January 2014 on who will be attending the information visit. The number of people to attend the visit will be limited to two per tenderer.

Tenderers are requested to submit any questions they plan to ask during the visit in advance.

Tenderers' representatives attending the visit will be asked to sign a register of attendance and should therefore bring their IDs to be checked before the visit starts.

Tenderers not attending the information visit will not be allowed to participate in the tender procedure.

8. Variants

N/a

9. Estimated contract volume

Relocation of approximately 1000 staff members, 500 items of loose furniture, 3000 personal crates, 260 plants, sequential packing, transportation and unpacking of 5000 linear meters of filing from 1, 7 and 11 Westferry Circus to 30 Churchill Place. The Agency may exercise the option to increase the estimated contract volume at a later stage via negotiated procedure with the successful tenderer in accordance with Article 134 (1) (f) of the general Financial Regulation¹

10. Price

10.1. Currency of tender

Prices should be submitted in Pounds Sterling. The costing sheet attached to these specifications must be used to submit a tender.

Please note that any financial costing sheet must be submitted in separate binders or folders, which must be clearly labelled.

10.2. 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, travel, subsistence etc). No expenses incurred in the performance of the services will be reimbursed separately by the Agency.

Please note that ranges of prices will not be accepted and tenderers should therefore give one rate only for the individual elements listed. Non-compliance with this requirement shall result in the elimination of a tenderer from this tender procedure.

10.3. Price revision

Prices submitted in response to this tender shall be fixed and not subject to revision for specific contracts concluded and purchase orders placed during the first year of performance of the contract.

From the beginning of the second year of performance of the framework contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the framework contract became effective. Purchase orders shall be placed and Specific contracts shall be concluded on the basis of the prices in force on the date on which they become effective. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the Retail Price Indices (RPI) covering the United Kingdom, where the services are to be performed. The RPI is published on a monthly basis by the Office for National Statistics. www.statistics.gov.uk

Revision shall be calculated in accordance with the following formula:

¹ Part 1, Title 5 of Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2013 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union;

$$Ar = Ao \frac{Ir}{Io}$$

where

Ar = revised total amount;

Ao = total amount in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

10.4. Costs involved in preparing and submitting a tender

The Agency will not reimburse any costs incurred in the preparation and submission of a tender. Any such costs must be paid by the tenderer.

10.5. Period of validity of the tender

Tenderers must enclose a confirmation that the tender (including prices) is valid for six months from the final date for submission of the tender.

10.6. Protocol on the Privileges and Immunities of the European Union

The Agency is, as a rule, exempt from all taxes and duties, and in certain circumstances is 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 the Privileges and Immunities of the European Union. Tenderers must therefore give prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

11. Payment arrangements

Payments under the contract shall be executed only if the contractor has fulfilled all its contractual obligations by the date on which the invoice is submitted, including specified deliverables.

The payment details will be confirmed on award of the contract.

12. Contractual details

A draft contract is attached to these Technical Specifications. Tenderers must confirm acceptance of the draft contract and terms and conditions of the tender as part of their tender response.

The Agency wishes to conclude a framework contract to provide relocation services, as and when required, for a period of four years. A framework contract will establish the terms governing specific contracts and/or purchase orders to be awarded during a given period, in particular with regard to price.

Signature of the framework contract imposes no obligation on the Agency to order services. Only the implementation of the framework contract through specific contracts and/or purchase orders is binding for the Agency.

Each specific contract and/or purchase order will contain details of deliverables and timelines for particular services to be provided.

13. Exclusion criteria

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex III before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender.

The Agency reserves the right to request the tenderer at a later stage to provide the declaration and supporting documentation for exclusion criteria from any subcontractors.

The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case the tenderer shall declare on its honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in its situation have occurred.

14. Selection criteria: financial and economic capacity

Requirements:

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

Tenderers are required to prove the annual turnover is in excess of GBP 4.200,000.00 for each of the last three financial years.

Evidence required:

The documents or information listed below must be presented as evidence of compliance with the economic and financial capacity. If the tenderer is a company and is otherwise required under the law of the State in which it is established to publish its accounts, the following information is requested:

1. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
2. financial statement for the last three years for which accounts have been closed;
3. a statement of overall turnover and turnover concerning the works, supplies or services covered by the contract during the last three financial years;
4. if the tenderer relies on the capacities of other entities (e.g. a parent company), a written undertaking on the part of those entities confirming that they will place the resources necessary for performance of the contract at the disposal of the tenderer for the period of the contract. In such case the Agency may require that the successful tenderer(s) and such entities are jointly liable for the execution of the contract.

The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to above in points 1, 2 and 3 if such evidence has been submitted to it for the purposes of another procurement procedure and if it still complies with the requirements of the Agency. If, for some exceptional reason which the contracting authority considers justified, the tenderer is unable to provide the documentation mentioned in points 1, 2 and 3, it may prove its economic and financial capacity by any other means which the contracting authority considers appropriate.

The Agency reserves the right to request at a later stage that the tenderer provide documentation in relation to the selection criteria (economic and financial capacity) from any subcontractors.

15. Selection criteria: technical and professional capacity

Requirements:

The criteria for this contract are:

- Authorisation of the tenderer to perform the contract under national law
- Relevant experience of account managers proposed for the Agency. Tenderers (companies or groupings of companies, with or without subcontractors) must demonstrate that they have at least three account managers with a minimum of three years' individual full-time experience in providing account managing services in the relocation field.
- Relevant project experience in provision of relocation services to comparable clients in the past three years. Tenderers are required to demonstrate that within the past three years they carried out at least three relocation projects of an organisation's offices with a minimum of 700 staff over no more than 4 move weekends and moving 300 people on one weekend;
- Must have sufficient level of manpower and managerial staff. Tenderers must demonstrate that they have at their disposal at least seventy employees or freelance staff (including sub-contractors) at the time of the application, working in the commercial relocation area;

Tenderers must meet all of the above requirements.

Evidence required:

The documents or information listed below must be presented as evidence of compliance with these selection criteria. If subcontracting is envisaged, documentation must be provided in relation to any subcontractors.

- Authorisation to perform the contract under 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 of entry in the VAT register.
- Proof of the past experience of the three proposed account managers. Educational qualifications are desirable but not mandatory. If Curricula Vitae are submitted they must bear no indication of name or date of birth, only a number. A separate list should be included showing the association between these numbers and actual names.
- A list of the principal services provided in the past three years, with the sums, dates and recipients, public or private demonstrating that within the past three years they carried out at least three relocation projects of an organisation's offices with a minimum of 700 staff, over no more than 4 move weekends and moving 300 people on one weekend.
- A statement of the average annual manpower and the number of managerial staff of the tenderer in the last three years demonstrating that they have at their disposal at least sixty employees or freelance staff (including sub-contractors and temporary workers at the time of the application), working in the commercial relocation area.

16. Award criteria

The award criteria which will apply to this tender are as follows.

Most economically advantageous tender in terms of:

- A - Quality of service - 60 points

Tenderers must achieve an overall minimum of 60% of the points available for the qualitative criteria listed in Annex I, otherwise they will be eliminated from this tender procedure and not evaluated for price.

- B - Price - 40 points

The award criteria for price shall be evaluated according to the following formula:

$$\frac{\text{Lowest price} \times \text{weighting for price}}{\text{Tenderer's price}}$$

For the purpose of price evaluation, tenderers will be evaluated on the total cost of the scenario established in Annex II – Costing sheet. The total cost of this scenario will be evaluated using the formula above. Please note that the scenario in Annex II has been established for the purpose of evaluation only and is not binding on the Agency as a future purchase.

The points for criteria A and B shall then be added together to determine the final ranking of the tenderers.

Tenderers are requested to provide the following documentation to enable an assessment of the award criteria:

- Completed questionnaire in Annex I.
- Completed costing sheet in Annex II.

17. Tender to be submitted

In order to assess each tenderer according to the above-mentioned criteria, the following information must be submitted by the tenderer:

- A letter enclosing the tender on the official letter headed paper of the tenderer and signed by an authorised representative of the tenderer.
- An information sheet on the tenderer indicating:
 - the name and registered business address including telephone number, e-mail address and website address;
 - any other different current or previous trading name in the past three years;
 - the name and contact details of the person whom may be contacted with any queries regarding this tender;
 - the legal status of the tenderer;
 - if the tenderer is a company the company registration number, VAT registration number and date of incorporation;
 - if the tenderer is a member of a group of companies and if so the relationship between the tenderer and the ultimate holding company, the name and address of the holding company and its registration number, whether the ultimate holding company would be prepared to guarantee the liabilities in connection with this contract;

- details of organisational structure including organisation chart;
- number and locations of premises;
- number of employees;
- name of the persons authorised to sign contracts on behalf of the tenderer.
- Completed declaration in Annex III relating to Exclusion Criteria.
- Documentation requested to enable assessment of Selection Criteria (points 14 and 15 above).
- Documentation requested to enable assessment of Award Criteria (point 16 above).
- A statement to confirm that information provided in response to this tender is accurate and complete as at the date of submission and acknowledgement that the provision of false information, either knowingly or negligently, in response to this tender could result in the tenderer being excluded from future tenders for contracts with the Agency.
- Confirmation of acceptance of the draft contract and terms and conditions of tender.
- Confirmation that the tender (including prices) is valid for six months from the final date for submission of the tender.
- An undertaking to inform the Agency promptly following any matter which would alter or add to any of the information given in response to this tender.
- Documents as requested in relation to proposed subcontracting.
- A sample sheet of labels.
- Tenders submitted by consortia or by groups of service providers must indicate the role, title and experience of each member or of the group.
- **To be submitted in separate binders or folders, which must be clearly labelled**, a detailed financial tender using the costing sheet attached in Annex II, and exclusive of VAT, signed by an authorised representative of the tenderer.
- Tenderers are requested to make use of the checklist given in Annex IV to ensure that no enclosure has been omitted in their tender.

Annexes

- I Quality questionnaire
- II Costing Sheet to be used by tenderers
- III Exclusion criteria statement and detail of supporting documentation required
- IV Summary Checklist of Documents which tenderers must submit
- V Draft contract

Annex I

Quality questionnaire – 60 points

No	Question	Maximum score
1	Please provide full resource and activity schedules for the scenario in Annex II including man hours on site. Do not include any financial cost in the response to this question.	10
2	Please provide details on the environmental measures that you would implement in the services provided to the Agency.	10
3	Please provide your file packing and relocation method statement, to include detail on the packing, relocation and unpacking of <u>sequential</u> and <u>confidential</u> files, as well as control methods utilised on moves of this nature.	5
4	Please provide detail on your risk management, contingency system and other control methods to deal with expected and unexpected disruptions and ensure business continuity and timely delivery.	5
5	Please provide detail on your Health & Safety procedures and control methods.	5
6	Please provide typical job descriptions of the supervisors, foremen and specialists who will be involved in the project indicating the minimum years of experience and calibre which you require from staff appointed to these roles. Describe how the project will be resourced and delivered using the staff mentioned above, including escalation procedures.	5
7	Please provide details of protection to be used when packing items, and protection of the buildings.	5
8	Please provide details of crate management relating to section 4.14 including confirmation that the remover shall be solely responsible for ensuring that all crates are retrieved from each site at the end of the move phase and for the cost associated with any missing crates. Please suggest a strategy and resources for a “crateless” move.	5
9	Please provide detail on your staff vetting procedures.	5
10	Removers are required to provide details of the transit insurance including:	5

	• Maximum claim for single item • Maximum value per load • New for old policy Please specify all exclusions to the policy. Do not include any financial cost in the response to this question.	

Annex II

Costing sheet – 40 points

Tenderers must use the following table to submit their tender. **Tenderers should submit this sheet in separate binders or folders which must be clearly labelled.**

Please note that ranges of prices will not be accepted and tenderers should therefore give one rate only for each of the staff categories and items listed. Non-compliance with this requirement shall result in the elimination of a tenderer from this tender procedure. Prices should be submitted in GBP.

Name of tenderer: _____

Schedule 1 - Personnel		
Personnel must arrive with all necessary tools (see point 4.5).	Office hours (08h00 – 17h00)	Out-of-office hours, weekends and bank holidays
Packer		
<i>Hourly rate</i>		
<i>8 hour shift rate</i>		
Porter		
<i>Hourly rate</i>		
<i>8 hour shift rate</i>		
IT engineer		
<i>Hourly rate</i>		
<i>8 hour shift rate</i>		
Foreman		
<i>Hourly rate</i>		
<i>8 hour shift rate</i>		
Specialist labour (dismantling furniture, etc)		
<i>Hourly rate</i>		
<i>8 hour shift rate</i>		
Schedule 2 – Vehicles		
(Please note the clock starts ticking at client's site and should include cost of driver).	Office hours (08h00 – 17h00)	Out-of-office hours, weekends and bank holidays
Vehicle type A (7.5 tonne)		
<i>Hourly rate</i>		
<i>8 hour shift rate</i>		
<i>Minimum charge if applicable</i>		
Vehicle type B (Luton van)		
<i>Hourly rate</i>		
<i>8 hour shift rate</i>		
<i>Minimum charge if applicable</i>		
Any other type of vehicle anticipated		

(please fill in, creating new lines if necessary).		
<i>Hourly rate</i>		
<i>8 hour shift rate</i>		
<i>Minimum charge if applicable</i>		
Schedule 3 – Equipment and material		
<i>Filing crate (approx. 1160 x 480 x 360 mm) rental per day, per unit</i>		
<i>Personal crate (approx. 600 x 400 x 340mm) rental per day, per unit</i>		
<i>Lidded IT crate (approx. 745 x 567 x 616 mm) rental per day, per unit</i>		
<i>Crate delivery and collection (office hours) flat fee</i>		
<i>Crate delivery and collection (out of office hours, weekends and bank holidays) flat fee</i>		
<i>Labels, price per 100</i>		
<i>Cable ties, price per 100</i>		
<i>Bubble wrap, price per tall roll</i>		
<i>All protective material for floor</i>		
<i>All protective material for walls</i>		
Schedule 4 – Specialist items		
<i>Plant (per unit)</i>		
<i>Cash loader (per unit)</i>		

The table above refers to categories of staff and items which the Agency foresees will be required for the implementation of this contract. Only the information in the scenario for the purpose of the price evaluation will be evaluated.

Should the Agency require the relocation of items which are not listed above, a price for these specific requirements may be agreed.

Scenarios for the purpose of the price evaluation (40 points)

Please provide a detailed financial breakdown of the cost using the charges quoted in the above schedules for the scenario below.

For evaluation	Total cost	Weighting
Scenario Relocation of approximately 1000 staff members, 500 items of loose furniture, 3000 personal crates, 260 plants, sequential packing, transportation and unpacking of 5000 linear meters of filing from 1, 7 and 11 Westferry Circus to 30 Churchill Place. The price should include insurance costs for the		40

Annex III

Exclusion criteria declaration upon honour and detail of supporting documentation required

It is MANDATORY to complete all parts highlighted in grey.

The undersigned (insert name of the signatory of this form):

☐ representing the following legal person: (only if the economic operator is a legal person)
full official name:
official legal form:
full official address:
VAT registration number:

OR

☐ in [his][her] own name (only if the economic operator is a natural person)

➤ declares that the above-mentioned legal person² is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement 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) is 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.

➤ declares that the natural persons with power of representation, decision-making or control³ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

➤ declares that the above-mentioned legal person⁴:

² In case of NATURAL person, replace "the above-mentioned legal person" by "he or she"

³ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

⁴ In case of NATURAL person, replace "the above-mentioned legal person" by "he or she"

- g) has 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 affinity, family, emotional life or any other shared interest;
- h) 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) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and 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 award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;

- acknowledges that the above-mentioned legal person⁵ may be subject to administrative and financial penalties⁶ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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.

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.

Date: _____ Signature of authorised representative: _____

(Print name): _____

Position in Company: _____

Representing (name of tenderer): _____

⁵ In case of NATURAL person, replace "the above-mentioned legal person" by "he or she"

⁶ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

Annex IV

Summary checklist of documents which tenderers must submit

1. Letter enclosing the tender on the official letter headed paper of the tenderer and signed by an authorised representative of the tenderer.
2. Tender in one original paper copy with one copy of all documents on CD-ROM, containing the following elements:
 - Information sheet on the tenderer (as detailed in point 17 above).
 - Completed declaration in Annex III relating to Exclusion Criteria.
 - Documentation requested to enable assessment of Selection Criteria (points 14 and 15 above).
 - Documentation requested to enable assessment of Award Criteria (point 16 above).
 - A statement to confirm that information provided in response to this tender is accurate and complete as at the date of submission and acknowledgement that the provision of false information, either knowingly or negligently, in response to this tender could result in the tenderer being excluded from future tenders for contracts with the Agency.
 - Confirmation of acceptance of the draft contract and terms and conditions of tender.
 - Confirmation that the tender (including prices) is valid for six months from the final date for submission of the tender.
 - An undertaking to inform the Agency promptly following any matter which would alter or add to any of the information given in response to this tender.
 - Documents as requested in relation to proposed subcontracting.
 - A sample sheet of labels must be provided with the response to this tender.
 - Tenders submitted by consortia or by groups of service providers must indicate the role, title and experience of each member or of the group.
 - **To be submitted in separate binders or folders, which must be clearly labelled**, a detailed financial tender using the costing sheet attached in Annex II, and exclusive of VAT, signed by an authorised representative of the tenderer.

END

Annex V

Draft contract