



Tender Specifications¹

OLAF/02/71/2015

**Framework contract
Promotional material**

**Open procedure with publication in the
Official Journal of the EU**

**Contracting authority:
The European Commission represented
by the European Anti-Fraud Office
(OLAF)**

**Deadline:
23 March 2016**

**(1) in case of doubt the French version of the tender specifications shall
be considered as the original version**

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1. TECHNICAL SPECIFICATIONS (4 LOTS)

This call for tenders aims to conclude a framework contract for the supply of 4 types of promotional material. The call for tender has been divided into 4 distinct lots.

Tenderers may submit a bid for one, two or all three lots.

A picture and detailed description of the objects for each lot are included in Annex 1,2,3 and 4.

1.1. Description of Lot 1: Regular promotional objects

Lot 1 covers the delivery of promotional objects presented in the tenderers product catalogue. The tenderer should submit a list of net prices (without VAT) for all the items in the catalogue taking into account any discounts and possible costs which could occur.

The catalogue should contain at least the reference items (illustrations and specifications see Annex 1). This selection of articles will be used as the basis for comparison of the tenders. A sample is requested in order to assess the quality of the products supplied.

The tenderer must propose items strictly in conformity with the technical description below and in annex 1 or risk being excluded (tenderer may also propose variants besides the articles selected however those won't be taken into consideration for the evaluation).

- 1. High-quality Bluetooth locator of items** for Smartphone with OLAF logo in 4-colours and the full name of the Office in English.
- 2. Promo ballpoint/stylus** in metal/plastic, colour black, with OLAF logo and full name of the Office in English and silver.
- 3. Quality ballpoint in metal**, in white, with the OLAF logo in 4-colours and the full name of the Office in English.
- 4. Sticky Notes – Post-its (50 sheets)** with a cover in white coated paper 400g/m² with OLAF 4-colour logo and full name of the Office in English.
- 5. Folder in glossy coated paper (200g/m²) including an A4 notepad (50 sheets)** with OLAF 4-colour logo and full name of the Office in English printed on the folder as well as on the bottom of the separate sheets, a picture of the OLAF headquarters building in accordance with the example provided in annex 1.
- 6. Pins with OLAF logo in white colour (magnetic)**. Only the logo will appear on the pins in four-colours without the name of the Office.
- 7. Lanyards produced out of robust material with badge holder and large neck cord (1.5cm wide and 45 cm long) for an intensive use. Dark blue colour (OLAF blue) printed with the OLAF logo, website address and the name of OLAF over the entire length of the lanyard.** The badge holder must be suitable for service cards of OLAF with the following dimensions: width 8.6cm, height 5.4cm, thickness 0,1cm. The neck cord is fitted with a buckle release to attach/detach the badge easily together with a metal key ring.
- 8. Note pad A4 and B5 (50 white sheets)** with the 4-colour OLAF logo and full name of the Office in English with a coated glossy paper cover.
- 9. Key ring with trolley token** and 4-colour OLAF logo together with full name of the Office in English printed on the token.

10. **8GB and 16GB USB key 3.0 with cap.** High and reliable performance and writing/reading speeds above 100Mo/s according to recognised benchmarking. In luminescent white colour with the 4-colour OLAF logo engraved (doming) and full name of the Office in English.

1.2. Description of Lot 2: Crystal paperweight transparent with engravings.

Lot 2: The purpose of the contract is the supply of a glass/crystal paperweight and similar articles included in the tenderer's commercial catalogue. OLAF must receive a list of basic prices for all the items presented in the catalogue with the discounts offered by the tenderer on these prices and including any cost which might occur.

The catalogue must contain at least the 2 models as explained below (see annex 2). Both articles will serve as a basis for comparison between the tenders. A sample is requested in order to assess the quality of the material.

The tenderer must propose items strictly in conformity with the technical description below and in annex 2 or risk being excluded (tenderer may propose variants besides the articles selected however those won't be taken into consideration for the evaluation).

1. **Model 1:** Paperweight representing the OLAF logo with stand: a transparent crystal block measuring maximum 10 x 7cm. The OLAF logo should have a sandblasted look. On the stand of the paperweight: the OLAF logo and full name of the Office in English sandblasted (1-color white). Each paperweight will be delivered in a quality dark blue box bearing the OLAF logo in matt silver colour.
2. **Model 2:** Paperweight representing the OLAF logo without stand: a transparent crystal block measuring maximum 9 x 8,5 cm

Engravings:

- the "O" of the acronym OLAF, sandblasted imbedded in the crystal at 1/3 of the thickness of the crystal
- the OLAF logo and the full name of the Office in white, imbedded in the crystal in between the "O" and the surface of the paperweight.

Each paperweight will be delivered in a quality dark blue box bearing the OLAF logo in colour.

1.3. Description of Lot 3: Textiles

Lot 3: The contract covers the supply of textile and other similar articles included in the tenderer's catalogue. OLAF must have a list of the basic price including all costs for all the items in the catalogue and the discounts offered by the Contractor on these prices.

The catalogue must contain at least the following 2 items explained below (see annex 3). These articles will also serve as the basis for the comparison of the tenders. A sample is requested to assess the quality of the items supplied.

The tenderer must propose items strictly in conformity with the technical description below and in annex 3 or risk being excluded (tenderer may propose variants besides the articles selected however those won't be taken into consideration for the evaluation).

1. **Silk scarf in sky-blue colour and printed in 1 colour, mechanical stitched seam with label bearing the OLAF logo and full name of the Office in English in screen printing.** Chiffon satin strip and Kashmir design. Each scarf will be

delivered in a neutral white square-shaped pouch personalised with the OLAF logo in matt silver.

- 2. 100% woven silk tie in dark blue with the 'O' of the OLAF logo as woven pattern.** Neutral lining with a label bearing the screen printed logo and full name of the Office in English. Each tie will be delivered in a neutral white square-shaped pouch personalised with the OLAF logo in mat silver.

1.4. Description of Lot 4: High-visibility textiles

Lot 4: The contract covers the supply of high-visibility textile and other similar articles included in the tenderer's catalogue. OLAF must have a list of the basic price including all costs for all the items in the catalogue and the discounts offered by the Contractor on these prices.

The catalogue must contain at least the following 2 items explained below (see annex 4). These articles will also serve as the basis for the comparison of the tenders. A sample is requested to assess the quality of the items supplied.

The tenderer must propose items strictly in conformity with the technical description below and in annex 4 or risk being excluded (tenderer may propose variants besides the articles selected however those won't be taken into consideration for the evaluation).

1. OLAF high-visibility jacket (jumper style)

- ✓ Jacket in light and waterproof textile with quality zipper
- ✓ Dark Blue
- ✓ 4-colour logo printed on the front left-hand side
- ✓ O.L.A.F. 1-color white fluorescent printed on the rear in the middle
- ✓ 3 sizes: Medium, large and extra-large
- ✓ With pockets (for mobile phone, badge, etc...)

2. Armband OLAF

- ✓ Armband in stretch textile and big Velcro closure
- ✓ Blue C 77 M 46 Y0 K0
- ✓ 'O.L.A.F.' printed in white monochrome fluorescent
- ✓ 12 stars (PANTONE: C 3 M 8 Y 100 K 0) printed around the word O.L.A.F.

2. OTHER CONTRACT CHARACTERISTICS

2.1. Participation

Participation in this invitation to tender is open on equal terms for all natural and legal persons within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the European Union a specific agreement in the area of public contracts, under the conditions provided for in that agreement. Where the Multilateral Agreement on Government Procurement concluded within the WTO applies, participation in the call for tender is also open to citizens of the countries that have ratified this Agreement, within the conditions laid down.¹

Depending on the requirements of the Commission and by mutual agreement between the parties, the scope of the contract may exceptionally be extended for performing any similar type of deliveries not explicitly mentioned above. In this case the articles will be

¹http://www.wto.org/french/tratop_f/gproc_f/gp_gpa_f.htm

paid for on the basis of a quotation submitted to the responsible service of the European Commission for approval

2.2. Framework contract

One, two, three or four framework contracts for an initial period of one year, renewable 3 times (for one year) will be awarded to tenderers who have submitted the most economically advantageous tender. The maximum duration of the framework contract may not exceed 4 years (see Annex 6).

Signature of the framework contract does not entail any obligation to purchase or give the Contractor privileged rights to supply the goods included in the above-mentioned framework contract.

The European Commission has the right to cease placing orders at any time without being obliged to pay compensation.

2.3. Value of contract

The maximum value of the 4 framework contracts is estimated:

For lot 1,2 and 3: at 25.000€/year/lot (maximum 100.000€ for each lot over the 4 years)
For lot 4: at 10.000€/year/lot (maximum 40.000€ over the 4 years)

or a maximum aggregated volume for all 4 framework contracts of 340.000€ over four years.

The aforementioned value is a maximum ceiling and doesn't entail any obligation for the contracting authority to consume the entire amount.

2.4. Contractual conditions

The tenderer should regard the provisions of the draft framework contract and order form, which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality and checks and audits (see Annex 6).

2.5. Joint tenders

A joint offer is a situation where an offer is submitted by a group of economic operators (joint venture). Joint tenders may also include sub-contractors in addition to the joint tenderers.

All economic operators in a joint tender assume a jointly and severally liability towards the contracting authority for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the contracting authority.

After the award, the Contracting Authority will sign the contract with the member duly authorised by the other members via a power of attorney.

2.6. Subcontracting

Subcontracting is permitted in the tender but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

Tenderers must give an indication of the proportion of the contract that they intend to subcontract.

Tenderers are required to identify all subcontractors

During contract execution, the change of any subcontractor mentioned in the initial tender will be subject to prior written approval of the contracting authority.

Subcontractors shall provide a letter of intent stating their willingness to provide the service foreseen in the offer and in line with the present tender specifications and should sign the declaration on honour (see heading 5.1).

2.7. Graphic requirements

In situations not covered by the specifications, the use of graphical elements with regards to the visual identity is explained in the Visual Identity Manual and Implementation Guidelines of OLAF (annexe 14).

2.8. OLAF logo

The OLAF logo can be downloaded by candidate tenderers or suppliers from the following web address (annex 7):

http://ec.europa.eu/anti_fraud/olaf-and-you/calls-for-tender/index_en.htm

The colours of the logo are: Dark blue: Pantone 288 C, Light Blue: Pantone 7445 C and yellow: Pantone 3945 C.

During the contract, other logos may be added.

2.9. Process flow

Once the framework contract is signed, the Commission will execute the contract by means of individual order forms.

Individual requests for offer are initiated, in writing (usually by email), by the Commission.

The contractor will return, in writing, a technical and financial bid within 10 calendar days.

The Commission will accept or reject the bid, in writing, within 10 calendar days.

Individual orders will be placed via order forms (see model in Annex 6).

Order forms will be returned duly signed to OLAF.

With regards to the deliveries, the Contractor will be required to ensure that the goods arrive in good condition at their destination. The Contractor will therefore be responsible for the entire chain of logistical operations, up to the agreed location mentioned in the EC order form.

The Contractor must take responsibility for all risks of loss or damage of the goods until the delivery has been signed off by an EC agent.

The transfer of risk of loss of or damage to articles applies only to fortuitous events, such as accidents and not to losses or damages caused by the Contractor, for example as a result of inappropriate packaging or marking. The contractor will therefore continue to be responsible for any damages occurring after the transfer of the risk if it can be shown that those were caused by the fact that the items were not delivered according to the contractual provisions.

All deliveries of supplies must be accompanied by a shipping manifest clearly listing the detailed package contents, order references, and name and address of the recipient.

The Commission will have 10 working days within which it could dispute the conformity of a package's content.

Goods delivered which are considered not compliant must be taken back by the Contractor and, unless agreed otherwise, replaced within the same time limit as for the

initial delivery. All returns must be accompanied by a manifest like with the initial delivery.

2.10. Production/delivery deadlines

The tenderer must indicate the exact time limit in which the production and delivery of the listed articles will take place (see Annex 8).

However, another period may be agreed, in writing, at the time of the individual order.

2.11. Quality standards and product conformity samples

The tenderer shall join to its tender and for each reference item listed above (see point 1 of the invitation to tender) a sample of the product proposed. Samples must be sent in packages bearing only the tenderer's name and the reference of the invitation to tender and the number of the lot. A label must be firmly attached to each sample mentioning at least the tenderer's name, the name of the product and its reference number as indicated in the tender form.

The samples will not be returned. The successful tenderer's samples will be kept with the Contracting authority in order to check the conformity of the products supplied under the contract.

2.12. Environmental aspects

The Commission is aware that integrating environmental efficiency in the management of all its goods, equipment and services helps to reduce the environmental impact of its activities and provides direct financial savings by means of a close monitoring of the different flows and consumptions (water, energy, waste).

The tenderer must demonstrate its compliance (or not) to each of the elements of an environmental assessment for each of the reference article mentioned above and, in the view of its commitment, it must attach to the tender the following supporting documents and/or certificates:

- or any certificate or result (s) of analysis emanating from an authority or an accredited laboratory (the certificate must remain valid at least for the current year);
- or an ecolabel attached to the product. An official type I Ecolabel (in conformity with ISO 14024) for the reference articles is sufficient proof of compliance with all the environmental specifications.
- or an Ecolabel for the main components of the product. An official type I ecolabel is sufficient proof of compliance with all the environmental specifications set out for each of the relevant materials.
- or a type II self-declared environmental claim (within the meaning of ISO 14021). Thus, for example, the Mobius loop (see the logo shown below) is a type II environmental claim. The proportion of recycled content is indicated by means of a figure inside the loop. The use of the Mobius loop is not subject to a verification by an accredited instance and remains therefore the entire responsibility of the manufacturer.



Tenderers' attention is drawn to the following two considerations:

Firstly, certificates, results of analyses or documents attesting the owning of an Ecolabel must be submitted with the tender. The absence of any or all of these documents will automatically refrain the evaluators from awarding points related to the environmental specification(s);

Secondly, where all or part of a given category comes from a single and similar range of products recognised by a type I Ecolabel, the supporting documents to be joined with the offer will be eligible for the whole range.

Missing supporting documents for criterion 4 will be considered as a lack of commitment to comply with this aforementioned criterion and will be penalised with a loss of points during the technical evaluation.

2.12.1. SHAPING THE OFFICE

During the implementation by the Commission of an eco-responsible approach, the purchase of paper has taken a particular importance. Paper is the most important consumable used by the administrative activities of the Commission and represents a significant environmental challenge in terms of fight against climate change, deforestation and water pollution.

The acquisition and use of copying paper and environmentally friendly printing is therefore unavoidable for each contracting authority for financial reasons as well as for setting the example as an administration.

Tenderers must attach to their tenders, with risk of rejection, proof of compliance with each of the 5 technical specifications mentioned below; this proof must be certified by a test report provided by the manufacturer or an accredited body in accordance with to EN 17025 norm.

1) Whiteness of paper

Whiteness is defined as the visual sensation in which a body seems to be close to white because of a strong clarity, high diffusion and minimum perception of colour.

The norm for this criterion is the standard CIE (ISO 11475).
The brightness of the paper required should be ≥ 120 CIE.

2) format and meaning of paper cutting

The paper proposed must be A4 (210 x 297 mm) according to EN ISO 216.

3) thickness of the paper

The norm for this criterion is the standard EN ISO 534: 2011.

This International Standards specifies two methods of measuring the thickness of paper and paperboard:

- A) the measurement of a single sheet of paper or cardboard is expressed by the thickness of a single sheet;
- B) the measurement of one set of sheets of paper is expressed as the average thickness of sheet bundle.

The paper proposed shall have a thickness of 102 microns or more.

4) Paper weight

The norm for this criterion is the standard EN ISO 536: 1996.

This International Standard specifies a method for the determination of weight of paper and cardboard.

The paper proposed will have a weight of 75 or 80 gr/m².

5) Printing

In order to limit the use of hazardous substances (water pollution — in particular hydroquinone, silver, etc. –, packaging waste of dangerous goods...), only the "direct

printing" system (CTP) and thermic plate development is permitted (no argentic development substances).

The pigments in the composition of inks used must not contain substances based on cadmium, antimony, lead, chromium VI, mercury, arsenic, selenium and their compounds or requiring the use of these elements.

— inks shall not contain more than 100 ppm of cadmium, lead, chromium VI, and mercury, in accordance with the regulations.

— inks may not be classified as products dangerous for the environment (assigned the symbol N) according to Regulation (EC) 1272/2008.

Evidence of compliance with all the technical specifications set out under heading 2.12.1 of the administrative conditions by means of a test report either provided by the manufacturer or issued by an accredited body according to the EN 17025 norm

2.12.2. BALL PEN PROMO

Percentage of recycled material >70% excluding consumables (self-declared environmental claim).

2.12.3. MANUFACTURING

— **Glues and adhesives (other than for coating):** Any glues and adhesives used must be water-based, or from animal origin, or Hotmelt or polyurethane. Solvent based adhesives (VOC content >15% by mass) are not accepted.

— Lamination: In the case of coatings, adhesives and solvents (VOC content >15% by mass) are not accepted.

Adhesives and varnishes and lamination:

The amount of substances classified as dangerous for the environment of these products must be less than 2% by mass

These products must not be classified as dangerous for the environment assigned the N symbol (Regulation (EC) 1272/2008).

2.12.4. PACKAGING

Directive 94/62/EC of 20 December 1994 (OJ L 365 of 31 December 1994) and the amending Directives (2004/12/EC and 2005/12/EC and 2015/720/EC) indicate the priority given to prevention and reduction at the source in the perspective of sustainable development. Prevention is defined as "the reduction of the quantity and the harmfulness for the environment of materials and substances used for packaging and packaging waste, packaging and packaging waste at production stage, marketing, distribution, the use and disposal, in particular in the development of 'clean' products and technologies".

The Directive also sets out other fundamental principles: The reuse of packaging, recycling and other forms of recovering packaging waste and, hence, reducing the final disposal of such waste. The Directive rests on three enhancing concepts: Prevention, reuse and recovery.

Any packaging which complies with these standards meets the relevant essential requirements. The European Standards listed below serve to translate the essential requirements into technical terms and at the same time safeguard a legal protection regarding the conformity of packaging.

For the criterion regarding the way of packaging, the tenderer will indicate how the packaging used for the delivery of the promotional items is designed and manufactured in accordance with the European standards:

- Prevention by source reduction (EN 13428)
- Reuse (EN 13429)
- Material recycling (EN 13429)
- Energy recovery (EN 13431)
- Recovery through composting and biodegradation (EN 13432)
- Hazardous substances: Certificate of minimisation (EN 13428)

The tenderer must produce a written declaration, duly substantiated certifying the conformity of packaging to the essential requirements concerning its production or composition and the reuse and/or recoverability. Declarations of conformity may be drawn up according to the type of components, the type of packaging, etc. The written declaration will be binding for the signatory.

For the packaging system a substantiated and written declaration of compliance attesting the conformity of packaging to the essential requirements concerning its production or composition and the reuse and/or recoverability

2.13. GUARANTEE

The Contractor should ensure that items supplied under this contract are new and unused, and that they are free from defects in design, materials and workmanship.

Unless otherwise agreed between the parties, the Contractor guarantees that the items covered by this contract are compliant, in normal use, with the current specifications for these items at the time of ordering.

In any event, the Commission will benefit of the legal warranty against defects as set out in Directive 99/44/EC of the European Parliament and of the Council of 25 May 1999 published in the Official Journal of the European Communities L 171 on 7.7.1999, and any other legal warranty.

The ordered items shall be covered by a 12 months guarantee from the date of the invoice (invoice serves as proof of the guarantee) against production or material defects. Exceptions are:

- Items with an expiry date (sell-by date) for which particular storage conditions and use where respected;
- Certain items with a longer guarantee period which is indicated by a pictogram mentioning this duration.

The guarantee does not cover the damage resulting of a normal wear and tear, the incorrect handling, force majeure or negligence. The Commission will comply with the instructions provided by the manufacturer and referred to in the user manual in order to assert his rights in case of problems.

In the event of defects found by the Commission during the period covered by the guarantee, it shall inform the contractor as soon as possible, which will take back the defective item (accompanied with a copy of the invoice) and ensure, at his own expense and within a deadline agreed between the parties or the replacement or the repair in accordance with the instructions provided by the manufacturer. The guarantee covers the supply and transfers.

2.14. BUSINESS SUPPORT

The Contractor shall appoint a commercial manager who will be the link between the contractor and the EC and who will be authorised to take operational decisions for the proper performance of the contract.

The commercial manager, in cooperation with the EC, will manage the updates of the catalogues and other related tasks, as well as other aspects in relation to performance of the contract.

2.15. CONTRACTOR'S STAFF

In the framework of this contract, the Contractor will only use staff capable of performing the services, who are trustworthy and are employed in compliance with national and/or local employment legislation.

The Contractor shall ensure that his /her staff complies with the social legislation of the country where they are employed.

2.16. COMPLIANCE WITH ENVIRONMENTAL, SOCIAL AND LABOUR LAWS

The Contractor should comply with applicable obligations in the fields of environmental, social and labour law established by Union law, national law, and collective agreements or by the international environmental, social and labour law provisions listed in annex of Directive 2014/24/EC.

More particular, the Contracture should ensure that items supplied in the performance of this contract are manufactured by companies or entities respecting international conventions on forced labour, minimum age, child labour, equal remuneration, etc.. (ILO Conventions 29,138,100, 182,etc..).

2.17. 'PRIME RÉCUPÉL'

In Belgium electric power driven equipment are subject to a levy commonly known as the 'Prime Récupel' to cover the costs of recycling. This premium will be included in the price of the tender for any relevant items. The same applies for similar contributions in other Member States.

3. PRELIMINARY INFORMATION CONCERNING THE INVITATION TO TENDER

3.1. Contact between the tenderer and the Commission

Contacts between the contracting authority and tenderers are generally not allowed throughout the contract award procedure.

However, 8 days before the closing date for submission of tenders and in exceptional circumstances, at the request of the tenderer, the contracting department may provide additional information solely for the purpose of clarifying the nature of the contract.

Such requests for information may be submitted on the eTendering page or to the following e-mail address:

OLAF-FMP-TENDERS@ec.europa.eu

3.2. General terms and conditions for the submission of tenders

Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification and in the draft contract (annexe 6) and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

This invitation to tender is in no way binding for the Commission. The Commission's contractual obligation starts only upon signature of the contract with the successful tenderer.

Once the Commission has accepted the tender, it shall become its property. The Commission will treat it confidentially. Costs incurred for preparing and submitting tenders are borne by the tenderers and will not be reimbursed. Up to the point of signature of the contract, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation.

The Protocol on the Privileges and Immunities of 8 April 1965 (OJEC L 152 of 13 July 1967) or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

4. FORM AND CONTENT OF THE TENDER

4.1. Tenders must include:

All the information and documents required by the Commission in order to assess the tender. These shall comprise the supplier's catalogue, a sample of each article listed in point 1 for the purposes of quality assessment, environmental certificates and any other supporting document that the tenderer considers useful. Please note that samples will not be returned in order to ensure transparency in the evaluation of the tenders;

The price in euro (excluding VAT) of all the articles, any costs (packaging, delivery, etc...) and all discounts granted.

Note: Tenders are not valid unless signed (preferably in blue ink) by the tenderer or his duly authorised representative.

Tenderers may submit bids for one, two, three or all lots.

4.2. How to submit a bid

Tenders may be:

A) either sent by registered mail, posted no later than **23 March 2016** (as evidenced by the postmark), to the following address:

*European Commission
European Anti-Fraud Office (OLAF)
Invitation to tender No OLAF/02/71/2015 (lots 1 or 2 or 3 or 4 (please specify))
Unit OLAF 02 HR & Budget
Work: J- 30 1/112
B- 1049 Brussels, Belgium*

B) be submitted (direct or through any authorised representative of the tenderer, including private courier service) no later than 16: 00 on 23 March 2016 to the following address:

*European Commission
European Anti-Fraud Office (OLAF)
Invitation to tender No OLAF/02/71/2015 (lots 1 or 2 or 3 or 4 (please specify))
Unit OLAF 02 HR & Budget
Office: J- 30 1/112*

**Central mail service
Avenue du Bourget 1
BE- 1140 Brussels, Belgium**

Please note that, for security reasons, delivery by hand (including private courier services) is no longer accepted in other Commission buildings. An acknowledgement of receipt will be delivered by the "Service central de réception du courrier".

Method of dispatch

The tender shall be submitted in three paper copies (and one copy on an electronic medium (USB stick) in PDF format.

In case of discrepancy between the paper version and the electronic version, the original of the paper version is authentic.

The tenderer will scan the device for viruses in order to avoid contamination with viruses of the IT infrastructure of the EC. It shall indicate in the tender: The software used for the virus scan (and version) and the guarantee that support was verified and does not contain any viruses.

Tenders must be sent under double envelope. Both envelopes must be sealed, and the inner envelope must bear, in addition to the name of the department to which it is addressed as indicated above, the words **"Invitation to tender No OLAF/02/71/2015 Lot 1 or 2 or 3 or 4 not to be opened by the mail department"**.

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

Tenderers will follow precisely the above instructions in order that tenders can reach their destination on time.

Reminder: Late submission will lead to the exclusion of tender from the tendering procedure.

Each lot must be presented separately.

4.3. Opening of tenders

The opening of tenders will take place on **4 April 2016** at 11am on the following address:

**European Antifraud Office (OLAF)
Rue Joseph II 30
B-1000 BRUSSELS
BELGIUM**

One authorised representative of each tenderer who submitted a bid may attend the opening.

The tenderers are invited to confirm the name of the representative who will be present at the opening before **23 mars 2016** to following email address:

OLAF-FMB-TENDERS@ec.europa.eu

On the day of the opening, the representative should present her/himself at the front desk on the ground floor with a piece of identification at the latest **at 10:45am**.

4.4. Structure of the tender

Tenders must be presented in three sections.

4.4.1. Section 1: Administrative section

The identification form, the financial identification form and the legal entity form must be completed and signed by a duly authorised representative. These forms are attached to this document (Annex 9, 10 & 11) or are available for download on the following web sites:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#fr

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

Please note that the Commission reserves the right to request, after the submission of the tender, any document judged necessary for the evaluation of the bid. These documents may be requested to support the information given in the identification form, in particular in relation to the legal existence of the tenderer, his inclusion in a professional or trade register or the identity of his legal representatives. It would, however, be useful to provide these documents already with the tender.

With risk of rejection, the administrative section must contain all the information and supporting documents required by this invitation to tender.

4.4.2. Section 2: Technical proposal

The technical proposal must address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The technical proposal must meet the technical specifications set out above and provide, at least, all the information required for the contract to be awarded.

The production and delivery deadlines must be clearly indicated in the technical tender (see annex 8).

4.4.3. Section 3: Financial proposal

The tenderer must complete the price schedule annexed to this document (Annex 8)

Tenderers' attention is drawn to the following points:

The offer must be a firm price, subject to annual revision (see draft contract Annex 7).

The tender must indicate the discounts granted to the Commission (OLAF) and any specific terms and conditions.

All potential costs not included in the unit price must be clearly indicated (e.g.: standard printing, transport costs, administrative costs, etc.).

The production and delivery deadlines must be clearly specified in the financial tender.

The price of the financial bid must be in euro, including for countries which are not part of the euro area. Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967), the Communities are exempt from all charges, taxes and duties, including value-added tax. Hence, those costs may not be included in the calculation of the price. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by immediate exemption.

For those countries where national legislation provides for exemption by means of a reimbursement, the amount of VAT has to be presented separately. In case of doubt about the applicable VAT system, it is the responsibility of the tenderer to contact the national authorities to clarify the way in which the European Community is exempt from VAT.

5. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on the tenderer's bid. In addition, the Commission reserves the right to use any other information from public or expert sources.

All the information will be assessed in the light of the criteria set out in this specification. The procedure for the award of the contract, which will concern only admissible bids (see 2.3.1), consists of two successive stages. Only bids meeting the requirements of one stage will be examined in the following stage.

The aim of each of these stages is:

- 1) Stage 1: checking whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract (exclusion and selection criteria);
- 2) Stage 2: evaluation of technical tenders which passed the exclusion & selection stage.

The contract will be awarded to the tenderer who submitted the tender offering the best value for money, taking into account the award criteria set out below, provided that it is found to be in order from an administrative and technical point of view.

The Commission deems a tender to be in order from an administrative point of view if it complies with the administrative specifications set out in the invitation to tender.

By technical compliance, the Commission understands the compliance of the tender with the minimum technical requirements for the items selected for this call.

The following method will be used to determine the tender offering the best value for money, having regard to quality and price:

5.1. Stage 1 – Verification of the exclusion criteria

Tenderers and subcontractors or their representatives must fill out and sign the form in Annex 12 to the invitation to tender. By completing this form, the tenderer:

- Declares that he is not in one of the exclusion situations specified in this form;
And
- Undertakes to submit evidence, on request by the Commission, which he is not in an exclusion situation.

In accordance with Article 29 of Council Directive 92/50/EEC relating to public service contracts and Articles 93-94 of the Financial Regulation (OJEC L 248/1 of 16 September 2002), tenderers may be excluded from the tendering procedure if one or several of the cases described in those articles are verified.

If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded.

If a subcontractor is subject to exclusion, the tenderer shall be excluded.

The tenderer to whom the contract is to be awarded shall provide within the 15 days following receipt of the letter informing him/her of the proposed award of the contract and preceding the signature of the contract, the evidence confirming the content of the signed declaration on honour (annex 12).

Any tenderer with professional conflicting interest which prevents if from performing the contract adequately may be rejected.

Entire or partial omission in the declaration submitted or requested supporting documents may lead to exclusion of the tender procedure.

5.2. Stage 2 – Evaluation of tenders on the basis of the selection criteria

5.2.1. Economic & Financial Capacity

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must comply with the following criteria:

- aggregated turnover of the last two closed book years exceeds 200.000€;
- a positive profit before taxes for the last two financial years
- a positive cash flow from operating activities (calculated according the International Accounting Standards IAS 7)

The tenderer is requested to fill out the 'simplified balance sheet' form for the last two closed book years (Annex 13)

5.2.2. Experience

Tenderers should submit a list of most important customers which have ordered the same type of articles during the last 2 year (see Chapter 1).

5.2.3. Certificates, declarations and proof of compliance with environmental, employment and social provisions.

Tenderers are invited to provide:

The certificates, declarations and evidence proving the compliance with environmental, social and labour requirements (see Chapter 2).

A list of main manufacturers and country of origin/fabrication.

5.3. Stage 3 – Evaluation of tenders in the light of the award criteria

The contract will be awarded to the tender offering best value for money; i.e. presenting the best ratio between quality and price.

No	Qualitative award criteria	Weighting (maximum points)	Threshold (50 %)
1.	<i>Quality and variety of articles presented the tenderer's catalogue</i>	15	7,5
2.	<i>Packaging/guarantee/after-sale support</i>	20	10
3.	<i>Fabrication and delivery deadlines</i>	20	10
4.	<i>Quality of materials/prints/logo of reference items – conformity with description</i>	30	15
5.	<i>Environmental, social & labour requirements</i>	15	7,5
	Total number of points (min. 60 %)	100	60

The tenders selected are assessed on the basis of the above qualitative award criteria and the weighting for each criterion.

We leave it to your discretion the choice of the documents (photos, descriptions, references, samples, etc.) that will allow the evaluators to assess the quality of the items in your catalogue (besides the reference items).

Tenders scoring less than 60% of the total points or less than 50% of the points awarded for one criterion will be excluded from the continuation of the assessment procedure.

The contract will be awarded to the tenderer submitting the tender offering the best value for money.

In order to identify the tender offering the best value for money, quality will be weighted at 70%, and price at 30% using the following formula:

Quality/price ratio
$R = \frac{(P_{\min} \times 100 \times 30\%) + (Q \times 70\%)}{P}$

R = Score of tender;
 Q = quality score for the tender in question
 P_{min} = total final amount of the cheapest tender;
 P = total price of the tender

The bid which, in the final evaluation, receives the highest price/quality ratio (R) (rounded to two decimal places) will be regarded as the tender offering the best value for money.

5.4. Awarding the contract and notifying tenderers

The Commission will notify tenderers of the results of the assessment of this call for tenders. Upon written request, the Commission will inform tenderer of the grounds for the rejection of his tender and the name of the successful tenderer.

The procurement procedure will be concluded by one, two or three framework contracts and the individual orders by means of purchase orders both to be signed by both parties.

5.5. Personal data and complaints

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 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. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by [insert entity acting as data controller]. Details concerning the processing of your personal data are available on the privacy statement at

http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation. For more information, see the Privacy Statement on

http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm

You may submit any observations concerning the procurement procedure to the contracting authority to the following email address:

OLAF-FMP-TENDERS@ec.europa.eu

If you believe that there was maladministration, you may lodge a complaint to the European Ombudsman within two years of the date when you became aware of the facts on which the complaint is based (see <http://www.ombudsman.europa.eu>).

Within two months of notice of the award decision, you may launch an action for annulment of the award decision. Any request you may make and any reply from us, or any complaint for maladministration, will have neither the purpose nor the effect of suspending the time-limit for launching an action for annulment or to open a new period for launching an action for annulment. The body responsible for hearing annulment procedures is indicated in Section VI.4.1 of the contract notice]

6. Annexes:

- Annex 1,2,3,4: illustrations and description of reference items (lots 1,2,3 & 4) (EN+ FR)
- Annex 5 a) b): photos OLAF building
- Annex 6: template of framework contract & order form (EN)
- Annex 7 a) b) c) d) e): vectorized logos
- Annex 8: Price matrix
- Annex 9: Administrative identification form
- Annex 10: Legal entity form
- Annex 11: Financial Identification form (EN + FR)
- Annex 12: Declaration on honour exclusion criteria (EN + FR)
- Annex 13: Simplified balance sheet
- Annex 14: Visual Identity Manual and Implementation Guidelines of OLAF