

# CALL FOR TENDER N° F4E-ADM-350

## OPEN PROCEDURE

### TENDER SPECIFICATIONS

#### For

### Provision of Relocation Services for Fusion for Energy Staff

Multiple Framework Service Contracts in cascade with maximum 3 contractors.

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## **PART 1: INTRODUCTION**

### **1.1 What is Fusion for Energy?**

The European Joint Undertaking for ITER and the Development of Fusion Energy, (hereinafter “Fusion for Energy”) is a joint undertaking created under the Euratom Treaty by a decision of the Council of the European Union<sup>1</sup>

Fusion for Energy is established for a period of 35 years from 19th April 2007 and is situated in Barcelona, Spain. The organisation has the following Members:

- Euratom, represented by the European Commission;
- The Member States of Euratom;
- Third countries which have concluded cooperation agreements with Euratom in fusion that associate their respective research programmes with the Euratom programmes and which have expressed their wish to become Members.

Fusion for Energy will play a key role in realising fusion as possible future source of energy. Fusion for Energy's role is to provide the European contribution to the ITER International fusion energy project, implement the Broader Approach Agreement with Japan and prepare for the development of demonstration fusion reactors ("DEMO").

Further information can be found on the Joint Undertaking's web site at <http://www.fusionforenergy.europa.eu/>

### **1.2 Objectives**

The objectives of Fusion for Energy are threefold:

- 1) to provide the contribution of Euratom to the ITER International Fusion Energy Organisation (the ITER Organisation), in accordance with the Agreement on the Establishment of the ITER International Fusion Energy Organisation for the Joint Implementation of the ITER Project (the ITER Agreement);
- 2) to provide the contribution of Euratom to broader approach activities with Japan for the rapid realisation of fusion energy (Broader Approach Activities), in accordance with the bilateral Agreement for the Joint Implementation of Broader Approach Activities (the Broader Approach Agreement with Japan);
- 3) to prepare and coordinate a programme of activities in preparation for the construction of a demonstration fusion reactor and related facilities including the International Fusion Materials Irradiation Facility (IFMIF).

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<sup>1</sup> Council Decision (Euratom) No 2007/198 of 27 March 2007 establishing the European Joint Undertaking for ITER and the Development of Fusion Energy.



## PART 2: TIMETABLE AND SUMMARY

	Date	Comments
Dispatch of the Contract notice for publication to the OJEU	07.11.11	
Date after which Fusion for Energy is not bound to reply to requests for additional information	09.01.12	5 working days before deadline for submission of offers
Deadline for submission of offers	16.01.12	Offers may be submitted by registered mail, by private courier service or by hand at Fusion for Energy.
Opening of offers	23.01.12	Fusion for Energy premises, Barcelona, Spain 10:00h
Evaluation of offers	January / February 2012	Estimated
Notification of evaluation results, award to the selected Tenderers and sending of contracts	February 2012	Estimated
Signature of Contracts	February 2012	Estimated

Contracting Authority **Fusion for Energy, The European Joint Undertaking for ITER and the Development of Fusion energy**

Subject **Provision of Relocation Services for Fusion for Energy Staff**

Duration Framework Service contract of one year renewable up to three times, for a period of one year, with a total maximum duration of four years (1 + 1 + 1 + 1).

Contract type Framework Service contract in cascade with maximum 3 contractors (implemented via Order Forms)

Place of delivery Barcelona and the surrounding areas, Spain.

Total estimated amount **€300.000,00 for the total maximum duration of 4 years**



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## **PART 3: TECHNICAL DESCRIPTION**

### **3.1 General**

The European Joint Undertaking for ITER and the Development of Fusion Energy or 'Fusion for Energy' is constantly recruiting new staff from various places not necessarily based already where Fusion for Energy's offices are. Likewise, the family situations of Fusion for Energy's staff may vary from single staff members to whole families that will relocate. It is also likely that they have little or no knowledge of Spanish and/or Catalan. As a result it is expected that staff members will have very varied needs and requirements and may express very different preferences about the area of settlement and type and level of service required.

In order to support newcomers in settling and relocating smoothly in their new place of employment, Fusion for Energy needs the services of a Relocation Agency through the means of a Framework contract. The signature of Framework Contracts does not bind Fusion for Energy to order a particular volume of services. Fusion for Energy reserves the right to adjust the volume according to its needs. Under no circumstances may the contractor demand that a minimum level of services be performed. Only the signature of each individual Order Form may give rise to payments (for details concerning the implementation of Framework Contracts, please see Part 4 of the Tender Specifications).

Regarding the foreseen volume of the framework contract, the maximum foreseen budget for Relocation Services for Fusion for Energy Staff will be €300.000. This budget is calculated for a framework contract with multiple contractors not exceeding the duration of 4 years with 3 contractors in cascade. Fusion for Energy currently has approximately 300 staff members. In 2012 it is expected that approximately 90 new staff will join. For subsequent years, staffing needs will be determined on a yearly basis according to the agency's requirements. In addition, it is foreseen that staff can use the services of the relocation agency twice within the first 18 months after taking up duties. Therefore, the number of staff members using the services covered by this framework will vary.

### **3.2 Objectives and Services to be provided**

The scope of the contract is to provide Fusion for Energy's staff with services related to moving to a different city or country. This covers a wide range of areas. This has been broken down into 3 distinct packages as detailed below:

#### **3.2.1 Package I**

Package I relates to general relocation services with the main focus on property search. This can be split into two parts (Welcome Pack and Property Search).

##### 1- Welcome Pack



The drafting and production of a welcome pack for each staff member which includes detailed information on Barcelona and its immediate surroundings and any information related to daily life. The guide should also be available electronically and include information regarding rent rates / purchase prices in the region, infrastructure, refuse collection, cultural information, pharmacies, hospitals, doctors, etc. The welcome pack should be updated regularly.

## 2- Property search (long or short term)

The property search should include as a minimum the following services:

- Availability of a detailed questionnaire to determine the staff member's needs and ideas regarding accommodation (e.g.: rental or purchase, Barcelona city or surrounding areas, type of accommodation, budget, etc.);
- Where requested a list of temporary accommodation should be provided to staff who would like to find some temporary accommodation before finding permanent accommodation;
- Conduction of a follow-up interview to establish personal requirements based on the questionnaire and a telephone interview with the staff member;
- Preparation of a list in which the recommended properties are compared to the request and requirements of the staff member. The list should include a detailed description and photographs of the properties. The staff member should be given the possibility to choose out of a list of different offers;
- On the basis of this pre-selection of accommodations, the coordination of viewing appointments will be arranged directly with the staff member. The property search shall cover up to 8 visits which meet the criteria identified in the questionnaire. Should the accommodation shown not meet the requirements requested by the staff member, these visits will not be considered as one of the 8 visits. Transport to viewings will be organised and paid for by the service provider. Where necessary and appropriate, private transport (i.e. car) will be provided by the service provider to facilitate accommodation visits;
- The staff member should be accompanied to the visits of the pre-selected properties by an appropriate member of staff from the service provider;
- Follow-up on all activities related to finding the accommodation, legal support in preparing, negotiating, reviewing legal clauses and concluding the lease contract (if necessary short courtesy translation in English), negotiations with the landlord (e.g. for AVAL, deposits, contract duration, etc), compulsory insurance cover and any other related formalities (e.g. condition of property, entry inventory in the case of furnished accommodation etc);
- In case the staff member would like to change the criteria or they were not satisfied with the properties shown a further pre-selection and accompanied visit of up to 3 additional properties.



### 3.2.2 Package II

Staff members should have support by means of a "helpdesk", for up to 3 months for any questions/assistance/support they may have on the following topics:

- Information on and assistance, guidance and active support in relation to setting up:
  - electricity,
  - gas,
  - water,
  - television (potentially different languages TV),
  - telephone (including mobile phone),
  - internet access,
- Information and help in referring staff to specialists (notaries, lawyers, veterinarians...);
- Information on banks and support in setting up accounts; up-to-date information on market and offers available;
- Guidance and assistance for importing/ registration of pets;
- Information on and help in referring staff to companies for home insurances;

The helpline should be open from 9am to 8pm – Monday to Friday. The cost of calling the helpline may not exceed the costs of a local communication. The number of telephone calls/e-mails to the contractor should have no limit. The helpline services start date should be counted as the first date of contact with the service provider requesting the above services. This package may also be contracted on a standalone basis.

### 3.2.3 Package III

Package III concerns schools, pre-schools, nurseries and enrolment services. Member of staff should receive support concerning schools, pre-schools and nurseries search and related enrolment.

The package should include the following services:

- The drafting and production of a guide which includes detailed information on the educational system within Spain and in particular, the availability of different schooling options within Barcelona and its surrounding areas, such as specialised school, international school, etc. This guide should be updated periodically.
- Conduction of an interview to establish personal requirements
- Preparation and hand-out of a checklist in which the recommended schools, pre-schools or nurseries are compared to the request of the staff member and his family; the staff member should be given the possibility as much as possible to choose out of a list of different offers.
- Coordination of viewing appointments,
- Accompanied meeting with appointment with the heads of up to 5 schools



- Assistance and support in the enrolment procedure

### 3.3 Maximum contract value

The maximum contract value for the initial duration of 12 months, without this being binding for Fusion for Energy, cannot exceed €75.000,00 and €75.000,00 per year in case of subsequent renewals (for the 48 months maximum total duration).

### 3.4 Place of delivery or performance

All the required services must be delivered at the Fusion for Energy premises in Barcelona and the surrounding areas, Spain.

### 3.5 Language of performance

Fusion for Energy and the contractor will communicate in English. The tenderers shall demonstrate the capacity of its staff to communicate well in English.

### 3.6 Subcontracting

The tasks detailed in the terms of reference may be subcontracted to other service providers.

If your offer envisages subcontracting, it should include a document:

- explaining the reasons why you are envisaging subcontracting;
- stating clearly the roles, activities and responsibilities of subcontractor(s);
- specifying the volume / proportion of tasks assumed by each subcontractor.

If you have already identified companies who would be your subcontractors, full contact details for those companies must be provided.

Subcontractors must be eligible under the terms of the contract. The offer must include a "Declaration on Honour" (Annex IV) for each subcontractor identified in the offer. Any subcontract placed by the Tenderer after its offer has been submitted to Fusion for Energy must be awarded according to the provisions of the contract.

The contractor retains full liability towards Fusion for Energy for performance of the contract as a whole.

Accordingly:

- Fusion for Energy will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by the subcontractor;
- Under no circumstances can the contractor of Fusion for Energy avoid liability towards Fusion for Energy on the grounds that the subcontractor is at fault.



### **3.7 Lots and variants**

This Tender is not divided into lots. The Tenderer must be in a position to be able solely to provide all services requested.

Variants are not allowed in this tender. The proposal submitted should meet the requirements provided in the tender specifications and should not propose alternatives to them.

## **PART 4: MULTIPLE FRAMEWORK SERVICE CONTRACTS IN CASCADE – HOW DOES IT WORK?**

As already mentioned, Fusion for Energy intends to conclude a Multiple Framework Service Contract for the provision of Relocation Services for its staff members and their families.

Framework Service Contracts shall be awarded to the three highest-ranked Tenderers and enter into force on the date of signature of the last contracting party; they shall be valid for a period of 12 months and may be renewed (on an automatically renewed basis) three times, covering a total period of 48 months.

### **4.1 Model Contract**

The Framework Service Contracts proposed to the successful Tenderers will be based on the model annexed to these Tender Specifications (Annex I). Signature of the Framework Service Contract imposes no obligation on Fusion for Energy to order services.

Regarding to the model of the Framework Service Contract set out in Annex I, the Tenderers should bear in mind the provisions of the standard framework contract which will specify the rights and obligations of the contractors particularly those on price (Article I.3 of the framework Service Contract), payments (Article I.5), conflict of interests (Article II.3), confidentiality (Article II.9), penalties and liquidated damages (article II.16) and checks and audits (Article II.17).

### **4.2 Additional information on Multiple Framework Service Contract**

A multiple Framework Service Contract is a procedure whereby identical contracts are concluded separately between Fusion for Energy and a number of service providers to ensure that the contract can be performed by one or other of the Contractors.

A maximum of three tenderers will conclude Framework Service Contracts with Fusion for Energy.

Tenderers' attention is drawn to the fact that the Framework Service Contract is designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract duration.



Signature of the Framework Service Contract does not commit Fusion for Energy to sign Order Forms and does not give the Contractors any exclusive rights to the services covered by the Framework Service Contract. It is a contract of a fixed duration but with no fixed value, only a maximum total value. The framework contract itself is not an order for services or supplies and does not constitute a financial commitment. Services are requested under "Order form" for one or more packages over a given period.

In any case, Fusion for Energy reserves the right, at any time during the Framework Service Contract, to cease signing Order Forms without the Contractors thereby having the right to any compensation.

#### **4.3 List in descending order of Contractors**

Once the successful tenders have been evaluated, Fusion for Energy may draw up a list in descending order comprising a maximum of three Contractors, in conformity with the criteria and the procedure set out in these tender specifications, in order to determine the order in which Contractors will be contacted when an order is to be placed. The process is shown in Figure 1.

When Fusion for Energy wishes to procure services under the Framework Service Contract, the below steps will be followed:

##### *Step 1:*

Fusion for Energy will send by e-mail to the first Contractor a request for services by means of an Order Form reflecting the parameters outlined in the Relocation Request Form (Annex VIII of these Tender Specifications) completed by the staff member (or Forms in the case of multiple requests). The Relocation Request Form(s) will be annexed to the Order Form and will detail the name of the staff member and the services requested.

Within 24 hours, the Contractor will initial and return the Order Form to Fusion for Energy by e-mail. This constitutes an acknowledgment of receipt of the Order Form and acceptance of the performance of services upon signature of both parties.

##### *Step 2:*

Signature by the Contractor and sending by post of two copies of the Order Form to Fusion for Energy within 3 working days.



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If the first contractor fails to acknowledge receipt of the Order Form within 24 hours, or it fails to return the signed Order Form within the prescribed time (3 working days) or refuses it in writing, he may be considered to be "unavailable" and to have released Fusion for Energy from any contractual obligation and to have waived any rights towards Fusion for Energy under or in relation to the proposed Order Form. This does not involve the termination of the Framework Service Contract or payment of compensation by Fusion for Energy for services specified in the proposed Order Form. In this case, Fusion for Energy will have the right to activate the cascade mechanism and send the Order Form to the second Contractor on the list or to the third in the event that the second Contractor is also considered to be "unavailable".

*Step 3:*

Signature by Fusion for Energy of both copies of the Order Form and sending of one copy by e-mail and post back to the Contractor within 3 working days.

*Step 4:*

Within 24 hours following receipt by the Contractor of the Order Form signed by both parties, the Contractor must contact the staff member by e-mail, with Fusion for Energy in copy, in order to start providing the services requested.

The process is explained in Figure 1.

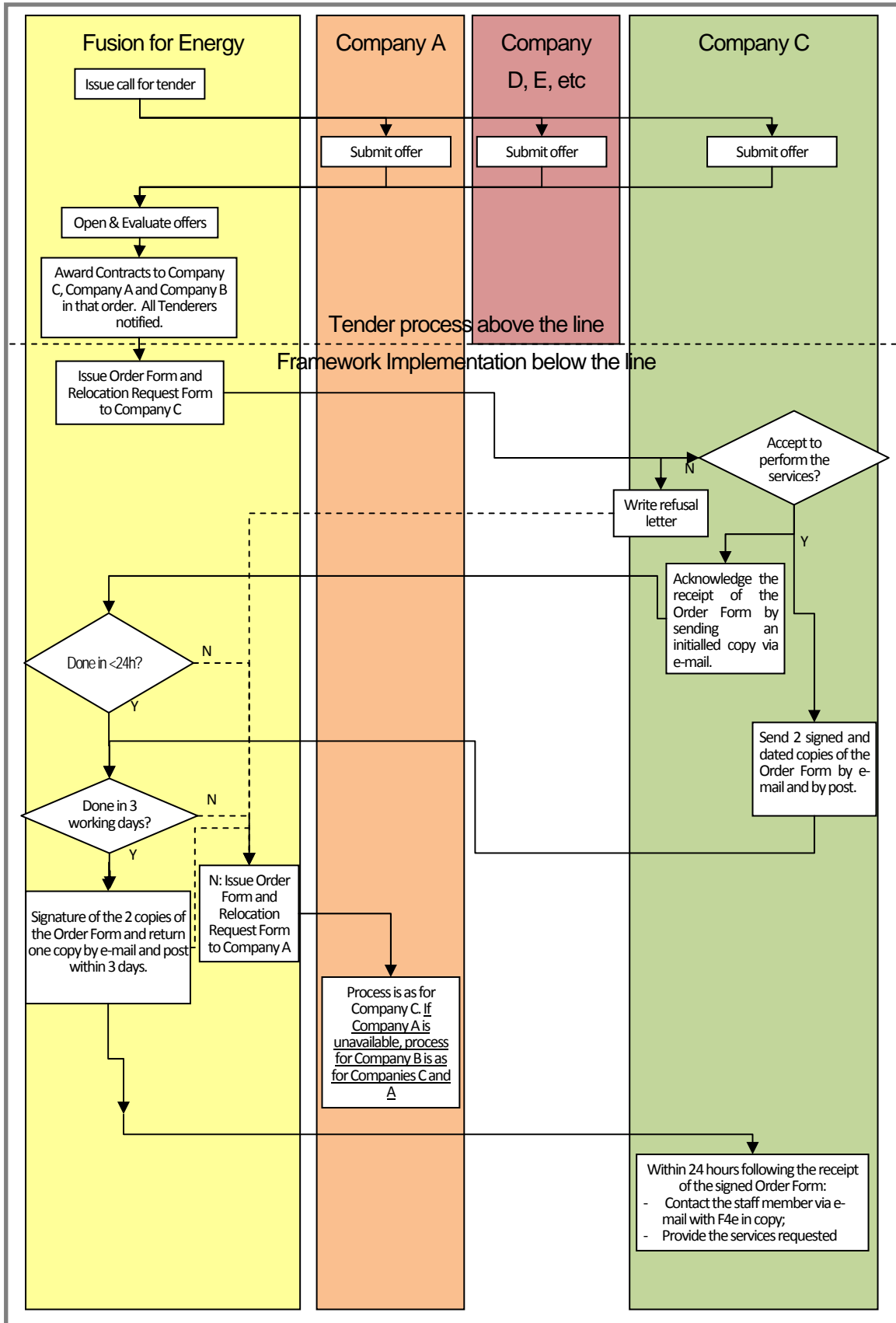


Figure 1. Framework contract in cascade: implementation.



#### **4.4 Implementation of the multiple Framework Contract – Order Forms**

The Order Form shall take the form of the document provided under Annex III.a of the draft Framework Contract attached to these Tender Specifications.

Fusion for Energy intends to sign successive Order Forms, detailing the services requested as per the Relocation Request Forms (Annex III.b of the draft Framework Contract and Annex VIII of these Tender Specifications) over a given time period and the associated costs, based on the Contractor's financial proposal, drawn up in accordance with the form supplied in Annex II of these Tender Specifications (financial offer).

NB: no legal or financial commitment exists on behalf of either party until the order form is signed by both parties.

#### **4.5 Payment arrangements**

No payment is due as a result of the signature of the framework contract. Only Order Forms will be subject to payments. No advance payment shall be made and therefore no financial guarantees shall be required.

Payments under the Order Forms shall be carried out subject to prior approval of the services provided to Fusion for Energy.

Each Order Form will be subject to one single and final payment. The final payment will be carried out within 45 days of receipt of the final individual report stipulated under point 4.6.1 and the submission of a corresponding invoice.

#### **4.6 Reporting:**

The following reports should be submitted by the service provider as detailed below.

##### **4.6.1 Final Individual Report**

The final individual report shall consist of a customer satisfaction questionnaire, signed and dated by each member of staff. This report should also act as an acknowledgement of the services rendered.

The design and content of the customer satisfaction questionnaire should be validated by Fusion for Energy's designated contact person.

##### **4.6.2 Satisfaction and Customer Service Report**

Every 3 months the contractor should submit a report to Fusion for Energy on any corrective actions taken further to the analysis of the customer satisfaction questionnaires referred to in section 4.6.1. The analysis and outcome of the questionnaires may be used as evidence for termination of the contract under Article II.15.1 (k) of the General Conditions to the framework contract.



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#### **4.7 Additional Contractual information**

The Contractor shall be bound by the provisions of Directive 95/46/EC of the European Parliament and of the Council of 24/10/1995 on the protection of individuals with regard to the processing of personal data on the free movement of such data<sup>2</sup>.

The Contractor must perform this Contract to the highest professional standards.

The Contractor will have sole responsibility for complying with all legal obligations incumbent on him, notably those arising from employment law, tax law and social legislation.

The Contractor may neither represent Fusion for Energy nor behave in any way that would give such an impression.

The Contractor will be solely responsible for the staff carrying out the work, who may not be placed in a position of dependency in relation to the Joint Undertaking.

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<sup>2</sup> Official Journal L 281, 23/11/1995 p.0031-0050.



## **PART 5: WHAT SHOULD MY OFFER CONSIST OF?**

The presentation of the offers (envelopes and deadlines) is detailed in the invitation to tender letter.

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

Tenderers must submit an offer that comprises the following **3** elements:

- Technical offer;
- Financial offer;
- Supporting Documents.

The Tenderer is expected to submit 1 original and 2 copies of their Technical and Financial offers. Moreover, they should include one electronic version of their Technical offer (on CD-ROM or USB key).

### **5.1 Content and presentation of the technical offer**

The Tenderer shall enclose with the **Technical Offer** all documents and information that will enable its offers to be assessed in terms of quality and of compliance with the Specifications. An Offer shall include a description of the operational means and procedures to be implemented to perform the Contract, supported where appropriate by related documents.

The technical offer must clearly contain the following information:

- A detailed description of the services offered by the tenderer for all of the packages detailed in Part 3;
- A proposed working method (i.e. : how the work will be organised and implemented).
- Quality and Customer satisfaction: the tenderers must specify how they intend to control and ensure high quality and effective monitoring of the services provided and the customer satisfaction.

### **5.2 Content and presentation of the financial offer**

When presenting their financial offers, Tenderers must include all information on prices and must use the form supplied in Annex V- Financial Offer Form.

**Only the total price quoted in the financial offer (Annex V) will be used for the award criteria (see section 6.6). The Financial Offer Form must be completed in full. Any incomplete or amended tender will be excluded from the evaluation procedure.**

### **5.3 Supporting documents**

- The evidence documentation related to the selection criteria found in section 6.5
- one original signed Administrative Identification Form and Legal Entity Form (Annex II)
- one original signed Financial Identification form (Annex III)
- declaration on Honour regarding exclusion criteria (Annex IV)
- checklist signed and dated (Annex VII)



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## **PART 6: HOW WILL MY OFFER BE EVALUATED?**

Offers are opened and evaluated by a Committee, possessing the technical and administrative capacities necessary to give an informed opinion on the offers. No negotiation is allowed under an Open procedure.

### **6.1 Offer Opening Session**

The main aim of the Opening session is to check whether the offer received is compliant with the following formal requirements:

- The offer is submitted before the submission deadline
- The envelope containing the offer is sealed
- The offer is written in an EU language
- The offer is signed
- The offer contains a technical and financial proposal and supporting documentation and the offers are presented using the double-envelope system (one outer envelope containing 3 inner envelopes).

### **6.2 Offer Evaluation Session**

Offers complying with the formal requirements checked during the offer opening session will be evaluated.

The Evaluation Committee first discusses the eligibility of the offer against the grounds for exclusion (point 6.4) and the capacity of the Tenderer to perform the contract in view of the selection criteria (point 6.5). If any of the relevant criteria listed under the selection criteria are not met, the offer may be eliminated. Offers not falling on any of the grounds for exclusion and compliant with the selection criteria will be retained for the subsequent stages in the evaluation process.

Each committee member evaluates the technical proposal and awards a score against the Award Criteria. Weighting the technical quality against the price, the economically most advantageous offer is established.

The offer evaluation procedure is confidential. The Evaluation Committee's deliberations are held in closed session and its decisions are collective. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records are for official use only and may not be communicated to the tenderers or to any party other than Fusion for Energy, the European Anti-Fraud Office and the European Court of Auditors.

After the evaluation, the Committee will propose to the Authorising Officer to award the contracts to the best ranked offers.

### **6.3 Identification of the Tenderer**

The Tenderer must be clearly identified, and where the Tender is submitted by an organisation or a company, the following administrative information and documents must be provided (see Administrative Identification Form and Legal Entity Form attached as Annex II):



Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the official mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a bank identification form must be filled in, stamped and signed by an authorised representative of each tenderer and his bank.

**Individual or joint tenders:** The tenders can be submitted individually or jointly. If two or more applicants submit a joint bid, one must be designated as the lead contractor and agent responsible.

Any tenders involving more than one economic operator as e.g. tenders from consortia of firms or groups of service providers or tenders involving sub-contractors (“joint tenders”) must specify the role, qualifications and experience of each economic operator participating in the tender, including sub-contractors (“economic operator”).

NB: If a joint tender is submitted, the documents relating to the exclusion and selection criteria must be provided by each of the economic operators.

Joint tenders must describe in detail how their co-operation will be organised in order to achieve the expected results. This organisation must cover both technical aspects and administrative/financial issues. If a contract is awarded to a joint tender, all members shall be jointly and severally liable to Fusion for Energy.

Where applicable, Tenderers shall provide a power of Attorney based on the model in Annex VIII.

## **6.4. Exclusion Criteria**

Exclusion criteria are outlined in Annex IV

### **6.4.1 Other reasons for not awarding the Contract**

Contracts may not be awarded to Tenderers who, during the procurement procedure:

- attempt to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or Fusion for Energy during the process of examining, clarifying, evaluating and comparing tenders; this will lead to the rejection of his offer and may result in administrative penalties.

In addition to the submission of the signed declaration(s), the Tenderer undertakes to inform Fusion for Energy, without delay, of any changes to his situation in this regard.



## **6.5 Selection Criteria**

The Tenderer must submit evidence of his capacity to perform the contract. The following criteria will be used to select the Tenderers and to assess their capacity to implement the services (Documentary evidence of the Tenderers' claims in respect of the below mentioned criteria is required).

### **6.5.1 Professional and Technical Capacity**

The Tenderer must provide evidence of enrolment (declaration or certificates) in the professional or commercial/trade registration imposed by the country in which the Tenderer is established; specifically for practicing activities relevant to the scope of this Tender. The principal activity of the Tenderer must be devoted to the services defined in Part 3 of this Tender Specifications.

Moreover, the Tenderer must prove the full coverage of the professional competences and experience at a level commensurate with the duties described in Part 3 of these tender specifications.

The service provider will be assessed with regards to their expertise, know-how and knowledge about life in Spain and in Barcelona and the surrounding areas in particular, efficiency, experience and reliability. Amongst the criteria to be possessed to evaluate the technical and professional capability are the following:

- A minimum of three years experience in the field of relocation services for international organisations in Spain and good knowledge of the Spanish housing market in particular in Barcelona city and surrounding areas;
- The service provider must have successfully managed a minimum of 2 contracts similar in subject and size to the services to be performed under the framework contract;
- Sufficient staff available throughout the years (minimum of one contract manager and two assistants with 2 years relevant experience) to execute the tasks of this contract.

For this purpose the Tenderer shall provide:

- A list of main clients and services provided in past three years with relation to the services requested under Part 3 , with value of contracts, dates and recipients, within the public or private sector, etc, If this work was done in part by subcontractors, tenderers must clearly indicate their own role and contribution;
- References from at least 2 previous clients, public or private, with whom similar contracts were concluded;
- A presentation of the company and its internal organisation including a statement of average annual manpower and number of managerial staff of the services provider in the last three years along with information on the average number of staff per client;



- The names, relevant educational qualifications and professional experience (curriculum vitæ) of the staff who will be responsible for providing the services, in particular demonstrating that the tenderer can guarantee a high standard of spoken English and has the linguistic resources to carry out all services concerned. Precise contractual link with tenderer shall also be defined. F4E shall be authorised to contract the indicated contact persons to verify the reference.

### **6.5.2 Economic and financial capacity**

The Tenderer must prove its financial and economic capacity to implement the contract resulting from this tendering procedure by submitting one or more of the following documents:

- annual accounts, balance sheets or extracts (where publication of the balance sheet is required under company law in the country of establishment) for the previous three financial years;
- statement of the Tenderer's overall turnover for the previous three financial years.

The Tenderer is required to demonstrate using the above-mentioned documents that they have a minimum annual turnover corresponding to at least twice the annual contract value.

If, for any valid reason, the Tenderer is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

In the event of a consortium submitting an offer or in the case of subcontracting, balance sheets (for the previous three financial years) of all proposed subcontractors or all individual consortium members should be included in the offer.

Consequently, the Tenderer, or the consortium of service providers, or the Tenderer together with the proposed subcontractors will demonstrate a minimum annual turnover corresponding to at least three times the annual contract value.

## **6.6 Award Criteria**

Once the Tenderer has demonstrated the appropriate capacity to perform the Contract on the grounds of the selection criteria, the offer will be assessed on the basis of the award criteria. The award criteria which will apply to this tender are as follows:

### **6.6.1 Quality of the offer: Technical award criteria**

The sum of all technical award criteria gives a total of 100 points. The respective weighting between the different qualitative award criteria depends on the nature of the services required and is consequently closely related to the Tender Specifications. The award criteria are thus quantified parameters that the offer should comply with.



Technical offers should elaborate on all points addressed by these specifications in order to score as many points against the technical award criteria as possible. The mere repetition of mandatory requirements set out in these tender specifications, without going into detail or without giving added value, will only result in a very low score.

The technical offers (documents to be submitted as per paragraph 5.1) will be evaluated against the following technical award criteria:

Technical award criteria (Qualitative)	Weighting (maximum points)
<b>Technical quality of the tender:</b> quality of proposed working methodology and services offered, approach and implementation of services to be provided, understanding of work to be carried out.	40
<b>Allocation of resources:</b> quality and appropriateness of staff proposed for implementation of contract, reliability and flexibility of staff proposed, allocation of sufficient human resources to provide services in order to guarantee a high quality and reliable service even during peak periods.	30
<b>Quality Assurance and Customer Satisfaction:</b> the quality and the appropriateness of the measures proposed to ensure, monitor and take corrective action in relation to customer satisfaction and customer service.	30
<b>Total number of points</b>	<b>100</b>

This information needed to permit the evaluation of the tenders shall be provided in element 1 (i.e., technical offer) described in Part 5 of these Tender Specifications.

***Minimum attainment per criterion***

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

***Minimum attainment overall***

Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the subsequent stages in the evaluation process.

**6.6.2 Financial Evaluation of the tender – Price**

Following the technical evaluation, a financial evaluation is carried out on those tenders that have demonstrated the requisite minimum quality with regard to the technical award criteria.



The financial evaluation will be made on the basis of the **total price of the offer** in the Financial Proposal form (Annex V).

The financial offer must be drawn up using the Financial Offer Form (Annex V) indicating the price (in Euro) for each type of package per member of staff. All the prices must be VAT excluded.

Tenders must state a total fixed price in Euro, exclusive of all charges or taxes.

Based on decision 2513 of Spanish Foreign Affairs Ministry published in BOE n° 33 of 7 February 1997, Fusion for Energy, as an European Communities body, is directly exempted from value added tax (VAT), for the delivery of goods and services for official use, if the amounts of each transaction is equal or higher than 301 € VAT excluded (751 € if related to constructions).

Therefore, invoices presented by the Contractor to Fusion for Energy, for an amount equal or higher to the above mentioned value, shall apply a 0 % VAT rate and shall indicate the following statement:

*“Exoneración directa del I.V.A. en base a la disposición 2513 del Mtrio. de AA.EE. publicada en el BOE n° 33 del 7 de febrero de 1997, páginas 3917 a 3919”.*

Fusion for Energy will provide the Contractor a certificate in accordance with the note 125/08 from the “Agencia Tributaria” (Spanish tax authorities), dated 25 April 2008.

The cheapest financial offer will receive the maximum points (100). The rest of the Tenderers’ offers will be awarded points in relation to the best offer as follows:

$$\frac{\text{Lowest Price}}{\text{Price of offer being considered}} \times 100 = \text{Score for the financial offer}$$

### **6.7 Award of the contract**

The Contract will be awarded to the Tender offering the best value for money, which will be the one with the most advantageous price-quality ratio established by weighting the technical quality against the price according to the following proportion:

- **40%** for the technical quality of the offer
- **60%** for the price of the offer

The respective weighting between the different award criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with.

Consequently, the contract will be awarded to the offer which obtains the highest number of points after the final evaluation on the basis of the ratio between the quality criteria (60%) and the price (40%):

**(40% x score for technical award criteria) + (60% x score for price) = ... Weighted final score for the evaluation out of a maximum of 100 points.**



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## **PART 7: ADDITIONAL INFORMATION**

### **7.1 What is a Tender procedure?**

Fusion for Energy is in constant need of goods and services. The Fusion for Energy 'Tendering' process provides a structured method to engage with the market for the purchase of these goods and services.

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

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

There are strict rules governing procurement procedures and the way in which public contracts are awarded.

These rules are based on a wide range of provisions mainly drawn from:

- Financial Regulation of Fusion for Energy adopted by the Governing Board on 22<sup>nd</sup> October 2007 as last amended on 18<sup>th</sup> December 2007.
- Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006 amending Regulation N° 1605/2002 on the Financial regulation applicable to the general budget of the European Communities (OJ L 390/2006 of 30 December 2006
- Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002, as amended by Commission regulation(EC, Euratom) No 478/2007 of 23 April 2007 (OJ L 111 of 28.04.2007)

### **7.2 Confidentiality & public access to documents**

In the general implementation of its activities and for the processing of tendering procedures in particular, Fusion for Energy observes the following EU regulations:

- Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;
- Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents under the arrangements adopted by Fusion for Energy's Governing Board on 17/07/2007.

### **7.3 Validity of tenders**

Period of validity of the Tender: 130 days from the closing date stipulated in Part 2. The successful Tenderer must maintain its Tender for a further 60 days from the notification of the award.



#### **7.4 Costs involved in preparing and submitting a tender**

Fusion for Energy will not reimburse any costs incurred in the preparation and submission of a Tender. Any such costs must be borne by the Tenderer.

#### **7.5 May Fusion for Energy request a financial guarantee from the Contractor?**

Fusion for Energy may reserve the right to request a deposit or a performance guarantee from the Contractor chosen as a result of this tendering procedure if stipulated above (Part 3).

#### **7.6 Working language and language of the offer**

The working language of Fusion for Energy is English and all correspondence related to this tender and the execution of this contract and with the Fusion for Energy contact person shall be made in English. While, the tender (offer) can be submitted in any of the official languages of the European Union, tenderers are encouraged to submit them in English.

#### **7.7 How should I report on my progress?**

In order to ensure that public funds are being spent correctly, the Contractor chosen as a result of this tendering procedure may be required to submit reports on the progress of the assignment. If applicable, the nature and frequency of these reports is detailed in the Technical Description (see Part 3).

#### **7.8 Contacts between Fusion for Energy and the Tenderer**

Please refer to the invitation to tender letter.

#### **7.9 General contractual terms of conditions**

When drawing up their bid, the tender should take account of the provisions of the standard contract which include the following "General terms and conditions applicable to contracts":

[http://fusionforenergy.europa.eu/downloads/procurements/General\\_Conditions\\_FWK\\_Service\\_Contract\\_F4E\\_Lisbon.pdf](http://fusionforenergy.europa.eu/downloads/procurements/General_Conditions_FWK_Service_Contract_F4E_Lisbon.pdf)

#### **7.10 Additional Provisions**

Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.

No information of any kind will be given on the state of progress with regard to the evaluation of tenders.



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All documents submitted by tenderers will become property of Fusion for Energy and will be regarded as confidential. If so requested by writing, the tenderers may request to receive the copies of their offers back, but originals shall be kept by Fusion for Energy.

The submission of an offer implies acceptance of the terms specified in the “General terms and conditions applicable to contracts” and all provisions laid down in these specifications and its annexes, the invitation to tender and where applicable, additional documents.

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

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

Each tenderer will be informed in writing about the outcome of the Call for Tender.

The contractor must perform this contract to the highest professional standards.

The contractor will have sole responsibility for complying with all legal obligations incumbent on him, notably those arising from employment law, tax law and social legislation. The contractor may neither represent Fusion for Energy nor behave in any way that would give such an impression. The contractor will be solely responsible for the staff carrying out the work, who may not be placed in a position of dependency in relation to the Joint Undertaking.



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## ANNEX I

### DRAFT FRAMEWORK SERVICE CONTRACT SPECIAL CONDITIONS

For the Framework Service Contract general conditions see following link:

[http://f4e.europa.eu/downloads/procurements/General\\_Conditions\\_FWK\\_Service\\_Contract\\_F4E\\_Lisbon.pdf](http://f4e.europa.eu/downloads/procurements/General_Conditions_FWK_Service_Contract_F4E_Lisbon.pdf)



## ANNEX II

### ADMINISTRATIVE IDENTIFICATION FORM AND LEGAL ENTITY FORM

These two standard forms are to be completed and provided as part of your offer:

1. Legal Entity forms can be downloaded from internet at the following addresses in all EU languages.

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_fr.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_fr.cfm)

2. Please also provide the following Administrative identification form, duly completed, dated and signed

IDENTIFICATION OF THE TENDERER (to be completed by the Tenderer)	
<b>IDENTITY</b>	
Name of Tenderer	.....
Legal form of Tenderer	.....
Date of registration	.....
Country of registration	.....
Registration number	.....
VAT number	.....
<b>ADDRESS</b>	
Address of Registered Office of the Tenderer	..... .....
When appropriate, administrative address of Tenderer for the purposes of this invitation to tender	..... .....
<b>CONTACT PERSON</b>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager)	
Telephone number	
Fax number	
e-mail address	



<b>NAMES OF LEGAL REPRESENTATIVES</b>	
And of other representatives of the Tenderer who are authorised to sign contracts with third parties	..... .....
<b><u>DECLARATION BY THE AUTHORISED REPRESENTATIVE OF THE ORGANISATION</u></b>	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	.....
Position (e.g. Manager)	.....
Telephone number	.....
Fax number	.....
e-mail address	.....
Internet address	.....
Other	.....

Date of signature: .....

SIGNATURE: .....



## ANNEX III

### FINANCIAL IDENTIFICATION FORM

(to be completed by the Tenderer and his financial institution). The Tenderer's attention is drawn to the fact that this document is a specimen, and a specific form for each Member State is available at the following address:

[http://ec.europa.eu/budget/library/contracts\\_grants/info\\_contracts/financial\\_id/fich\\_sign\\_ba\\_gb\\_en.pdf](http://ec.europa.eu/budget/library/contracts_grants/info_contracts/financial_id/fich_sign_ba_gb_en.pdf)



#### FINANCIAL IDENTIFICATION

PRIVACY STATEMENT [http://ec.europa.eu/budget/execution/fiers\\_fr.htm](http://ec.europa.eu/budget/execution/fiers_fr.htm)

ACCOUNT NAME	
ACCOUNT NAME <sup>(1)</sup>	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>

BANK	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN <sup>(2)</sup>	<input type="text"/>

REMARKS:

<p><b>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</b> (Both Obligatory)<sup>(3)</sup></p> <div style="border: 1px solid black; height: 60px;"></div>	<p><b>DATE + SIGNATURE ACCOUNT HOLDER :</b> (Obligatory)</p> <p>DATE <input type="text"/></p>
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<sup>(1)</sup> The name or title under which the account has been opened and not the name of the authorized agent  
<sup>(2)</sup> If the IBAN Code (International Bank account number) is applied in the country where your bank is situated  
<sup>(3)</sup> It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.



## ANNEX IV

### EXCLUSION CRITERIA AND DECLARATION ON HONOUR REGARDING EXCLUSION CRITERIA

Tenderers shall be excluded from participation in the present procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the Joint Undertaking can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Joint Undertaking or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Joint Undertaking's or the Communities financial interests;
- f) they are currently subject to an administrative penalty imposed by the Community institutions as referred to in the Financial Regulation applicable to the budget of the European communities.

Bidders shall be excluded from the award of the contract if during the present procurement procedure:

- g) they are subject to a conflict of interest;
- h) they are guilty of misrepresentation in supplying the information required by the Joint Undertaking as a condition of participation in the contract procedure or fail to supply this information.

**NB: In their tenders, all tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations listed above, based on the model in Annex IV. The bidder to whom the contract is to be awarded shall provide the documents mentioned below before signature of the contract.**



The following documents will be accepted as proof that the tenderer is not in any of the situations mentioned in points a), b), c) ,d), e), f):

- i) for a), b) and e), the production of a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance, showing that those requirements are satisfied;
- ii) in the case mentioned in d), a recent certificate issued by the competent authority of the State concerned.  
Where the document or certificate referred to above is not issued in the country concerned it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance;
- iii) in the cases mentioned in c) and f), the tenderer will have to provide 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.

Depending on the national legislation of the country in which the Tenderer is established, the documents referred to above shall relate to legal persons and/or natural persons including company directors or any person with powers of representation, decision-making or control in relation to the Tenderer.

Fusion for Energy may waive the obligation of the winning bidder to submit this evidence if it has already been submitted to Fusion for Energy for the purposes of another procurement procedure and provided that the documents are not more than one year old starting from their issuing date and that they are still valid.

The Tenderer must also:

- provide information on the ownership or on the management, control and power of representation of the legal entity, when the tenderer is a legal entity,
- declare that the subcontractor is not in one of the situations referred to above when subcontracting is envisaged.



## Declaration on Honour regarding Exclusion Criteria

(To be completed and signed by the tenderer)

Att.: Fusion for Energy

Ref.: **F4E-ADM-350**

In response to your letter of invitation to tender for the above contract, I/we hereby declare that I/we:

Am/are not in any of the situations excluding me/us from participating in contracts which are listed in Annex IV and I will produce the corresponding certificates if so requested;

Agree to abide by the highest ethical standards in the profession and, in particular, have no potential conflict of interests;

Will inform Fusion for Energy immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract;

Fully recognize and accept that any inaccurate or incomplete information deliberately provided in this tender may result in my/our exclusion from this and other contracts funded by Fusion for Energy.

In the event that our tender is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in Annex IV. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of tenders and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

Yours faithfully,

<Original signature and stamp of authorised representative of the legal entity >

**< Name and position of authorised representative of the legal entity >**

To be completed and signed by the tenderer on headed paper (**including consortium members**, where applicable and **subcontractor(s)**, in the case of subcontracting).



**ANNEX V  
FINANCIAL OFFER**

		Unit Price per Member of Staff (exclusive of VAT) in €
Package 1	P1	
Package 2	P2	
Package 3	P3	
Total Price	PT	

$PT = P1+P2+P3$

Date: .....

Name: .....

Signature: .....

Position in Company: .....



## ANNEX VI CHECKLIST

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

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

**Please Tick ✓ the boxes provided**

Envelope 'A' (Technical offer) must contain

- one original signed copy and 2 copies of the technical proposal.
- one electronic copy of the technical proposal (on CD-ROM or USB key)

Envelope 'B' (Financial offer) must contain

- one original signed copy and 2 copies of the financial proposal based on the format found in Annex V.

Envelope 'C' (Administrative part) must contain

- The evidence documentation related to the selection criteria found in Part 5.5
- one original signed Administrative Identification Form and legal entity form (Annex II)
- one original signed Financial Identification form (Annex III)
- Declaration on honour regarding exclusion criteria (Annex IV)
- this checklist signed and dated (Annex VII)

**You should also ensure that:**

- your offer is formulated in one of the official languages of the European Union, preferably in English.
- both the technical and financial proposals of the offer are signed by the tenderer or his duly authorised agent.
- your offer is perfectly legible in order to rule out any ambiguity.
- your offer is submitted in accordance with the double envelope system as detailed in **the invitation letter**
- the outer envelope bears the information mentioned in **the invitation letter**
- Fill in the administrative data forms included in the annexes (administrative form, Legal entity form and financial form)

Name:

Signature:

Date:



## ANNEX VII

### MODEL POWER OF ATTORNEY

(Only for Joint Tenders)

We the undersigned:

- Mr/Ms XXX, function, company name, address, VAT number

- Mr/Ms XXX, function, company name, address, VAT number

.....

Each of them having the legal capacity required to act on behalf of his/her company,

HEREBY AGREE AS FOLLOWS:

1. Fusion for Energy has awarded Framework Contract ... (« **the Contract** ») to *Company names* (« **the Group Members** »), based on the joint offer submitted by them on XX/XX/XXXX for the provision of services for ..... («**the Services** »).
2. As participants of the Contract, all the Group Members :
  - Shall be jointly and severally liable towards Fusion for Energy for the performance of the Contract, even when subcontractors, mentioned in the tender, are performing the work.
  - Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.
3. To this effect, the Group Members designate, *Company Name* and address as **Group Leader**.
4. The Group Members shall bear exclusive liability for proper performance of the Contract when subcontractors, mentioned in the tender, are acting.
5. Payments by Fusion for Energy related to the Services shall be made through the Group Leader's bank account (*name of the bank, address and account number*).
6. The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks :
  - The Group Leader shall sign any contractual documents—including the Framework Contract, Specific Contracts and Amendments thereto—and issue any invoices related to the Services on behalf of the Group Members.
  - The Group Leader shall act as single point of contact for Fusion for Energy in connection with the Services to be provided under the Contract. It shall co-ordinate the provision of the Services by the Group Members to Fusion for Energy, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the Fusion for Energy's express approval. This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the Fusion for Energy in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Fusion for Energy's consent.

Signed in \_\_\_\_\_ on \_\_\_\_\_

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company



## ANNEX VIII RELOCATION REQUEST FORM

 <b>FUSION FOR ENERGY</b>	<b>RELOCATION REQUEST FORM</b>
<b>Name</b>	
<b>Nationality</b>	
<b>Spoken languages</b>	
<b>Current Address</b>	
<b>Contact telephone number/fax</b>	
<b>Email</b>	
<b>Spouse's name</b>	
<b>Children</b>	
<b>Pets</b>	
<b>Moving from</b>	
<b>What are the services you may need?</b>	<input type="checkbox"/> Package I (House search) <input type="checkbox"/> Package II (Helpdesk) <input type="checkbox"/> Package III (School search)
<b>Any other specific requirements?</b>	

Signature of staff member:
Name:
Date:

For signature and approval by F4E HR Team:
Name:
Date:

For acceptance and signature by service provider:
Name:
Date: