



# **CALL FOR TENDERS**

**N° SRB/OP/2/2016**

## **PROVISION OF SUPPORT FOR PROJECT MANAGEMENT, QUALITY ASSURANCE AND DRY-RUN EXERCISE**

### **TENDER SPECIFICATIONS**

**Contract Notice: 2016-106758**

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# **1. INFORMATION ON TENDERING**

## **1.1. Participation**

Participation in this procurement procedure is open on equal terms to all economic operators established in the European Union as the contract is not covered by the WTO Agreement on Government Procurement (GPA), as well as to international organisations.

## **1.2. Volume & Duration**

### **1.2.a Volume**

The maximum amount for the execution of all the assignments referred to in this call for tenders is EUR two (2) million for the full duration of the contract (i.e. initial duration of 12 months and 3 optional renewals). This amount is all inclusive (e.g. includes travel and accommodation expenses and daily subsistence allowances).

### **1.2.b Duration**

The duration of the contract resulting from the present call for tenders will have an initial duration of 12 months from the date of signature of the Multiple Framework Service Contract by the last contracting party. This contract may only be renewed up to three (3) times in total, each time for an additional period of twelve (12) months.

## **1.3. Compliance with applicable law**

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>1</sup>.

## **1.4. Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

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<sup>1</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

## **1.5. Subcontracting**

Subcontracting is defined as the situation where a contract has been or is to be established between the Contracting Authority and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the work.

Subcontracting is permitted in the tender but **the main contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole**. The Contracting Authority has no direct legal commitment with the subcontractor(s).

Where the tenderer relies on the capacities of other entities with regard to criteria relating to economic and financial capacity, the contracting authority may require that the economic operator and those entities should be jointly liable for the performance of the contract.

Tenderers are required to identify the subcontractor(s) whose share of the contract is above 10% and document their willingness to accept the assignments and the terms and conditions set out in the tender specifications via a letter of intent (model provided in Annex 6)

Full details of such subcontractors must also be provided in Annex 2.

During contract implementation, the change of any subcontractor proposed in the tender or additional subcontracting will have to be subject to prior written approval of the contracting authority.

One-person companies may be authorised as subcontractor and added to the list of subcontractors at any time during the execution of the contract.

## **1.6. Structure and content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.7)

Part B: Non-exclusion (see section 4.1)

Part C: Selection (see section 4.2)

Part D: Technical offer

The technical offer must cover all aspects and assignments required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

Part E: Financial offer

- a) Prices shall be defined by *person-day* for the Time and Means (TM) and Quoted Time and Means (QTM) or at a *fixed price for a Fixed Price (FP) specific contracts*. *The person-day rates that the tenderers commit to during the procurement process (in Annex 2) are the maximum rates that the successful tenderer will be able to charge under the specific contracts.*
- b) Prices shall be inclusive of all costs and expenses directly and indirectly connected with the services to be supplied.

- c) The price for the tender must be quoted in euro (€). Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- d) Prices must be quoted free of all duties, taxes and other charges, (in particular VAT) as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol of 8 April 1965 on the privileges and immunities of the European Union; annexed to the Treaty on the Functioning of the European Union as well as Article 151 of the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax. The amount of VAT may be shown separately.
- e) The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.
- f) The financial offer must be drawn up using the model "Price List" (see Annex 2). The financial offer must be clear and unambiguous. Your offer will be rejected if it contains any statements preventing an accurate and complete comparison of the offers (such as "to be determined/discussed", "depending on ..." etc) or if it involves any assumption or hypothesis.

### **1.7. Identification of the tenderer**

To identify itself, the tender must include a **cover letter** signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed by a duly authorised representative for each tenderer, or by the leader authorised by the other members with powers of attorney (model provided under Annex 5 "Model of Power of Attorney" of the Tender Specifications). The signed powers of attorney must be included in the tender as well.

Subcontractors whose share of the contract is above 10% must provide a duly signed letter of intent (model provided under Annex 6 "Letter of Intent" of the Tender Specifications) stating their willingness to provide the service foreseen in the offer and in line with the present tender specifications.

All tenderers (including all members of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. The form is available on:

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

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For legal persons, a **legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties** and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For individuals, where applicable, a **proof of registration** on a professional or trade register or any other official document showing the registration number.

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with [Commission Recommendation 2003/361/EC](#). This information is used for statistical purposes only.

### **1.8. Timetable**

Activity	Date	Comments
Launch of the Tender	18/08/2016	Dispatch of the contract notice in the Official Journal
Deadline for requesting clarifications	26/09/2016	Six working days before the submission deadline
Deadline for the submission of offers	05/10/2016	
Opening session	12/10/2016	10:00 Brussels local time
Duration of the evaluation of the offers	5 weeks from the Opening session	Estimated
Notification of the award to both successful and unsuccessful tenderers	2 weeks from the evaluation of the offers	Estimated
Contract signature	2 weeks from the notification of the award	Estimated

### **1.9 Division into Lots**

This tender is not divided into Lots.

## **2. TECHNICAL SPECIFICATIONS**

### **2.a General background**

In response to the financial crisis of 2008, the European Commission pursued a number of initiatives to create a safer and sounder financial sector for the single market. The Single Resolution Mechanism (SRM) is one of them. It is the second pillar of the Banking Union. Its legal basis are the Bank Recovery and Resolution Directive (BRRD), Directive (EU) No59/2014 and the SRM Regulation (SRMR), Regulation (EU) No 806/2014.

Together with the Single Supervisory Mechanism (SSM), for which the European Central Bank is responsible, the Single Resolution Board (SRB) is one of the corner stones of a new architecture in banking supervision and resolution within the Euro Area and beyond. Its creation represents a major step towards ending the cycle of too-big-to-fail of the past and towards re-establishing the principles of the market economy in the banking sector.

In order to fulfil its mission aiming at preserving financial stability and minimising economic and social effects in the Banking Union, the SRB prepares resolution plans as a forward looking activity. Should a bank within the SRB's remit be failing or be likely to fail, the SRB will carry out its resolution, through a so-called resolution scheme. In this context the SRB continuously ensures that it maintains the highest level of resolution readiness and crisis preparedness in order to achieve its operational objectives. This exercise is dynamic by nature and each new iteration reinforces and strengthens the responsiveness of the SRB through comprehensive sets of policies as well as effective processes and procedures.

## **2.b General background of the Single Resolution Board**

The SRB is therefore the central decision-making body of the SRM and the European resolution authority as part of the European Banking Union. Its mission is to ensure an orderly resolution of failing banks with minimum impact on the real economy and public finances of the participating Member States and beyond. The SRB is a self-financed independent agency of the European Union, which has its seat in Brussels, Belgium. It works in close cooperation with its stakeholders, in particular with the national resolution authorities (NRAs) of participating Member States, the European Commission and the European Central Bank.

The SRB is responsible for the preparation of resolution plans and, where required, will carry out resolution activities for credit institutions under its remit. It is responsible for managing the Single Resolution Fund (SRF).

The SRB is operational since 1 January 2015 and has started to work on developing resolution plans for credit institutions. Resolution planning is not just a tool for effective resolution; it plays an important role on its own, since making banks resolvable means that disorderly resolutions are less likely and market discipline increases. As of 1 January 2016, it became fully operational, with a complete set of resolution powers.

## **2.c General background of the project**

To be prepared for bank resolutions pursuant to the SRMR and BRRD, the SRB has taken a number of initiatives and actions, e.g. developing manuals, putting in place required tools and policies for resolution and developing the required procedures for close cooperation with all stakeholders. In this context, the SRB is regularly reviewing and strengthening all its internal documentation, templates and procedures.

## **2.d Contract objective & scope of the services**

### **2.d.i Contract objective**

Taking into consideration point 2.c, the objective of this contract is to establish an acquisition channel to procure services from a highly qualified pool of Professionals to assist, advice and support the SRB in the area of **project management, quality assurance and dry-run exercise in the field of banking resolution, crisis management and resolution readiness**.

The procurement will result in the award of a multiple Framework Service Contract in cascade with three (3) successful contractors. More details regarding the cascade mechanism are presented in point 3.5 of the Tender Specifications.

## 2.d.ii Scope of the services:

Within this context and under the guidance and close supervision of the SRB, the scope of the services to be provided by the Multiple Framework Service Contract shall include, but not be limited to, assistance, advice, guidance and/or provision of services in the context of:

- Gap analysis and stock taking exercise of SRB related experience, documentation and procedures;
- Quality assurance of documentation, templates and procedures;
- Production of roadmaps identifying potential challenges, shortfalls and missing elements of documentation, templates and procedures;
- Optimization of organizational arrangements and structure, procedures and information flow, work streams, processes and audit trails;
- Proposal of appropriate IT solutions.

The Contracting Authority shall provide the Contractor with the necessary documentation and tools.

All the above may be subject to intermediate practical tests carried out by the Contractor in co-operation with the SRB and the contractor may be requested to assist in the preparation and implementation of the dry-run exercises involving not only SRB staff but also other relevant stakeholders.

The table below provides an overview of the main service areas but it should be noted that the list is not exhaustive.

<b>Service Areas</b>	<b>Definition</b>	<b>Incorporates but is not limited to the following:</b>
Gap analysis	This area focuses on determining, comparing and documenting the difference between set of business requirements and the current capabilities and capacities.	<ul style="list-style-type: none"> <li>✓ Qualitative analysis of documentation and templates</li> <li>✓ Content strategy</li> <li>✓ Content inventory and audit</li> <li>✓ Performance analysis</li> <li>✓ Identification of shortfalls and missing elements</li> <li>✓ Recommendations</li> </ul>
Stock taking exercise	The scope is to list the inventory.	<ul style="list-style-type: none"> <li>✓ Collection and compilation of data</li> <li>✓ Analysis of the data</li> </ul>
Quality assurance	This area focuses on process and procedural improvement and efficiency.	<ul style="list-style-type: none"> <li>✓ Ensuring that business requirements are met</li> <li>✓ Monitoring and analysing the effectiveness of processes and procedures</li> </ul>



		<ul style="list-style-type: none"> <li>✓ Improving work process and efficiency</li> <li>✓ Detecting potential impediments</li> </ul>
Roadmap	This area focuses on strategic planning in a corporate setting.	<ul style="list-style-type: none"> <li>✓ Assessment and evaluation of processes, templates, etc</li> <li>✓ Articulation and design of strategic roadmap</li> <li>✓ Key Performance Indicators (KPI)</li> </ul>
Optimization of organizational arrangements	<p>This area focuses on the improvement and efficiency gains of organizational arrangements and business strategies.</p> <p>The aim is the reduction of complexity and increase of efficiency and focus on pragmatic methodologies which will further improve the effectiveness.</p>	<ul style="list-style-type: none"> <li>✓ Corporate strategy and business model</li> <li>✓ Management control systems</li> <li>✓ Performance improvement and efficiency</li> <li>✓ Key Performance Indicators (KPI)</li> <li>✓ Total Quality Management (TQM)</li> <li>✓ Six Sigma</li> </ul>
Dry-run exercise	The scope is to assess the quality and consistency and to maximize the delivery of the real, quantifiable and sustainable business benefits.	<ul style="list-style-type: none"> <li>✓ Qualitative and quantitative testing</li> <li>✓ Project management</li> <li>✓ Analysis of processes</li> <li>✓ Reporting findings</li> </ul>

**It should however be noted that prior to each specific assignment, the SRB shall specify the precise scope of the service area and specific services required for the specific assignment by means of a detailed description of SRB's requirements, profiles and size of the requested team, deliverables and deadlines (see point 3 of the Tender Specifications).** Furthermore, depending on the nature of the specific assignment, the SRB may establish a Project Steering Committee (PSC) composed of a dedicated team manned by SRB staff to monitor and steer the specific assignment.

For the services under this call for tender, the following list of public documents are considered as background information:

- Directive (EU) Nr 2014/59,
- Regulation (EU) Nr. 806/2014,

- Commission delegated and implementing regulations and Council implementing regulations on bank resolution issues,
- EBA technical standards, guidelines and recommendations on bank resolution issues,
- SRB Annual Work programme for 2016, and
- Annual Report 2015.

## **2.e Language**

The services mentioned above shall be provided in English which is the working language of the SRB.

## **2.f Place of performance of the contract**

Depending on the specific assignment, the services may be executed on the Contracting Authority premises in Brussels (so-called on-site or *intra muros* work) or can be executed on the Contractor's premises (so-called off-site or *extra muros* work). The place of performance shall be indicated in the *Request Form*.

In case of ***intra muros*** work, the execution of the contract shall, as a rule, be performed at the Contracting Authority's premises.

In case of ***extra muros*** work, the execution of the contract may be performed primarily at the Contractor's premises.

Project meetings shall be held in the place(s) of delivery as per the Request Form. Travel costs to the place of delivery shall not be reimbursed.

## **2.g Deliverables & Acceptance of works**

### 2.g.i Deliverables:

Deliverables must be in conformity with the placed orders, which may either be Fixed Price, Time & Means or Quoted Time & Means Specific Contracts. The services are provided as on-demand services and depending on the specific assignment, specific deliverables such as detailed reports, analysis and monitoring of dry-run exercises will be requested in the *Request Form*.

Each specific assignment shall specify at least one deliverable to be delivered to the SRB. The Specific Contract can include additional deliverables for which the request for delivery could rely on a further confirmation during the execution of the contract. The demand for execution of these deliverables can depend on conditions or events as stated in the Specific Contract.

### 2.g.ii Acceptance of works:

For all types of assignments, a formal acceptance of the work carried out will take place at milestones during and at the end of each assignment using a procedure described in the specific contract. Invoices may be issued only for executed assignments and tasks that have been completed and duly formally accepted.

### **3. CONTRACTUAL CONDITIONS, CONFIDENTIALITY, ORDERING PROCESSES AND CASCADE MECHANISM**

#### **3.1 Contractual conditions:**

The tenderer should bear in mind the provisions of the draft Multiple Framework Service Contract which specifies the rights and obligations of the Contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

#### **3.2 Confidentiality:**

The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after execution of the Specific Contracts.

In case of award, the Contractor shall obtain from each member of his board and directors an undertaking, by means of a **Declaration of Confidentiality** (as per Annex 7) that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after execution of the Specific Contracts.

Such Declaration of Confidentiality (as per Annex 3) shall also be required for each staff involved in the delivery of the services pursuant to a specific contract or order form under the framework contract.

#### **3.3 Ordering Processes:**

Services shall be provided on the basis of three different types of ordering processes:

3.3.a **Fixed-price** order(s): which correspond to the order of a defined work.

3.3.b **Quoted Time & Means** order(s): which correspond to the order of a number of days for defined assignments.

3.3.c **Time & Means** order(s): which correspond to the order of a number of days performed at the Contracting Authority's premises by the contractor. The Contractor must have the capacity to carry out in parallel several individual orders. The Contractor must be capable of providing the services ordered rapidly and with a high degree of quality.

##### **3.3.a. Fixed Price (FP) Orders**

Fixed Price orders are generally executed outside the Contracting Authority's premises (e.g. off-site or *extra-muros*). In a Fixed Price order, the Contracting Authority specifies the deliverables corresponding to the outcome of the work to be performed, as well as the expected delivery date, by means of a *Request Form* and attached technical annex.

The following conditions apply to Fixed Price orders:

- The Contractor must present concrete proposals meeting the requirements specified in the *Request Form* and associated technical annex (specifications, work packages, deliverables and services, deadlines etc.).
- The *technical offer* must include a project plan indicating the proposed activities, schedule of action, team structure (including profiles, roles, and responsibilities) and workload (person-days) of the different team members. The CVs of the proposed team members accompanied by Letter of Intent to work as freelancer for each team member, must be part of the technical offer if deemed necessary by the Contracting Authority. Proof of education and/or professional experience stated in any submitted CV may be requested by

the Contracting Authority (e.g. copy of diplomas, employment contracts, employer's reference, etc.).

- The *financial offer* must be based on this workload estimate and the number of working days for each profile in the proposed team structure according to Annex II financial offer.
- As the services under fixed price orders are normally performed off-site, (e.g. on the Contractor's premises), the latter shall provide the necessary infrastructure on its premises for the successful execution of the work. Any cost related to any required project meeting in the Contracting Authority's premises is deemed to be included in the financial offer and in the daily rates of the proposed profiles.
- Meetings with a member of the team at Contracting Authority's premises can be required without any additional cost by the Contracting Authority. In principle, they should not exceed an average of one day per week, unless otherwise specified in the specific contract.
- The deliverables and services must be on time, and conform to the specifications as attached to the Specific Contract.
- The invoicing is pending the prior acceptance of the deliverables and services by the Contracting Authority. The formal acceptance of each task is done via a signed and countersigned Receipt Advice Slip for "Deliverables".

### **3.3.b Quoted Time and Means (QTM) Orders**

Quoted Time & Means (QTM) Orders can be executed outside the Contracting Authority's premises (e.g. off-site or *extra-muros*) or on the Contracting Authority's premises (*intra-muros*) if requested so by the Contracting Authority.

In a Quoted Time & Means order:

- (a) The work is ordered for a total number of days and is divided into a number of specific assignments (or "quoted time & means").
- b) The Contracting Authority specifies the different assignments to be executed.

The following conditions relating to Quoted Time & Means orders apply:

- The Contracting Authority subdivides the work into different assignments and the total number of days necessary for the execution of the work. The Contracting Authority can choose to stipulate (or not) the required profiles.
- The Contractor must present a *technical offer* for the execution of each assignment (including the workload and time schedule) on the basis of a number of person days with the requested or proposed profile(s) in conformity with the requirements set out in the *Request Form* and associated documents (e.g. technical annex with description of assignments, etc...).
- The *financial offer* has to be based on the profiles and their workload.
- Contractor's staff must match the requested profile description.
- The offer must detail, amongst others, the proposed teams structures, profiles (including CVs of the proposed team members as well as if necessary by the Letter of Intent (see Annex 6) to work as freelancer for each team member), roles, responsibilities and individual workloads. Proof of education and/or professional experience stated in any submitted CV may be requested by the Contracting Authority (e.g. copy of diplomas, employment contracts, employer's reference, etc.).
- Once the specific contract is signed, the Contracting Authority fills-in a quotation form for each assignment, with a detailed description of the work to be carried-out. After

agreement by both parties, the quotation form is signed by the Contractor and countersigned by the Contracting Authority.

- The work is most often performed off-site, typically on Contractor's premises. In that case, the Contractor shall provide all necessary infrastructures on his premises for the successful execution of the work.
- Only agreed costs for the specified assignments are chargeable, and only after acceptance by the Contracting Authority. The invoicing is pending the prior acceptance of the deliverables and services by the Contracting Authority's services, independently of any declared work performed by the Contractor. The formal acceptance of each assignment is done via a signed and countersigned Certificate of Conformity.
- If required, meetings and the physical delivery of a assignment - including acceptance process, have to be done at the Contracting Authority's premises. In principle, these activities will not exceed an average of one day per week, unless otherwise specified in the specific contract.
- The deliverables and services must be on time, and conform to the specifications as attached to the Specific Contract.

### **3.3.c Time and Means (TM) Orders:**

Time & Means (TM) orders are executed on the Contracting Authority's premises (e.g. on-site or *intra muros*).

In a Time & Means order the Contracting Authority specifies the workload (e.g. person days) and its specific needs for requested profiles.

The following conditions relating to Time & Means orders apply:

- The Contractor must present proposals meeting the requirements as specified in the *Request Form* and associated documents, including Technical Annex. Contractor's proposed staff must match the requested profile description and the specific needs indicated in the *Request Form*.
- The *Request Form* can combine different profiles, with the requested quantity for each profile and the individual workload.
- The request indicates the profile and the required specific knowledge and skills, if any. The Contractor must be able to propose per requested profile at least four qualified service providers to choose from. All the information indicated in the CV has to be correct and verified. Pre-defined CV forms must be used (Annex 4). A Letter of Intent to Work as a freelancer is required before the signature specific contracts.
- When establishing the *technical offer*, the Contractor should clearly specify therein the relevant profile, level and specific knowledge and skills.
- Proof of education and/or professional experience stated in any submitted CV may be requested by the Contracting Authority (e.g. copy of diplomas, employment contracts, employer's reference, etc.). In that regard, the Contracting Authority reserves the right to bring to the attention of the judicial authorities any false information and/or forgery, so that the Law of the Country may be applied to the offender.
- The members of the proposed team must be available for interviews at short term (within 10 working days from the receipt of the relevant curriculum vitae).
- The proposed team must be available from the start of the project, as requested in the request for offer.

- Work is normally performed on the Contracting Authority's premises when not specified otherwise. In some cases, upon the request of the Contracting Authority's request, additional travel may be required. However, it should be noted that travel expenses are not reimbursed as the price is all inclusive.
- On the Contracting Authority's demand the Contractor must replace its proposed staff which have been found unsuitable of carrying out the specific assignment to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the Contracting Authority. The same shall apply in case of "Force Majeure".
- The Contractor shall give a month's notice to the Contracting Authority of any personnel changes in the team. The prior agreement of the Contracting Authority must be obtained.
- In case of replacement, the Contracting Authority is entitled to request a handover period of up to 10 working days. If so, the overlapping days of the replacement shall not be charged to the Contracting Authority. When no handover is realistically feasible, and specific on-the-job training is deemed necessary by the Contracting Authority, it is entitled to request that up to 15 working days be performed by the replacement service to that end. In that case, all direct costs, fees and expenses related to such on-the-job training shall be borne by the contractor, while indirect costs (office space, car park if any, heating, office automation systems, and software licence fees) shall be borne by the Contracting Authority.
- In case of replacement, within 15 calendar days, the Contractor must propose a minimum of two replacement candidates with the required qualifications and experience for the profile. If the contractor does not propose a suitable replacement, the Contracting Authority may immediately terminate the specific contract.
- In case the contractors proposed staff member is scheduled to be absent during holidays or during a prolonged time period, the Contractor must provide an adequate back-up at the request of the Contracting Authority. In that case, if so deemed necessary by the Contracting Authority, the back-up shall be provided with all required training, at the Contractor's expense. The Contractor shall also ensure that the absentee discloses in due time all relevant information to his/her back-up so as to fully guarantee the continuity of service.
- When a service provider is no longer available before the start of a new contract, the Contractor must inform the Contracting Authority immediately. If the specific contract is not yet signed by both parties, the contractor is not authorized to propose new candidates. The Contracting Authority remains however entitled to issue a new request. If the specific contract is signed, the Contracting Authority can either cancel the specific contract or ask for a replacement within 10 working days.
- The invoicing is based on the number of days or half-days performed.

### **3.4. Extensions**

An extension is a specific contract based on the initial request and the initial offer, when all the requested assignments have not been achieved by the previous specific contracts. The extension takes the form of an amendment of the existing specific contract.

#### **3.4.1. Fixed Price (FP)**

The initial request form contains the information regarding the specific assignment and a list of assignments (modules, work packages) corresponding to the deliverables. The contractor has given a proposal according to this request. The specific contract may have covered only a part of the project corresponding to some deliverables. In this case, the Contracting Authority can amend the existing specific contract for the remaining work without having to send again a Request Form and follow the complete order cycle. The initial conditions (including defined deliverables and price) cannot be modified although the technical annex can be amended. The total price of the project may not exceed the price quotation given in the initial offer. If the total price specified in the initial offer is exceeded, it is not possible to request an extension and the normal procedure applies.

#### **3.4.2. Quoted Time & Means (QTM)**

For a "Quoted Time & Means" request, the Request Form covers the whole of the project and a Specific Contract might be for the same number of days or for only a part of the project. If the amount of days foreseen in the Request Form hasn't been covered completely by Specific Contracts made, the Contracting Authority can conclude another Specific Contract without having to send again a Request Form and follow the complete order cycle.

In this case an extension is done.

To make an extension for a Quoted Time & Means Specific Contract:

- The Contracting Authority checks if the number of days on the corresponding initial Request Form haven't been used up yet. If the number of days specified in the initial request form is exceeded, it is not possible to request an extension and the normal procedure applies. If the number of days specified in the initial request form are not exceeded, then the Contracting Authority can amend the Specific Contract.
- The Contracting Authority asks an offer from the contractor for the period that they want an extension for, making a reference to the original Request Form sent, and including a technical annex related to the extension. Any assignment that is unspecified in the initial request form may not be included.
- In the extension, the profiles, projects and assignments defined in the initial request form and the related offer must match.
- The Contracting Authority prepares the amendment of the Specific Contract.

#### **3.4.3. Time & Means (TM)**

For a "Time & Means" request, the Request Form covers the whole of the project (the specifications of the services are here referred as project) and a Specific Contract might be for the same number of days or for only a part of the project. If the amount of days foreseen in the Request Form hasn't been covered completely by Specific Contracts made, the Contracting Authority can amend the Specific Contract without having to send again a Request Form and follow the complete order cycle.

In this case an extension is done. To make an extension for a Time & Means Specific Contract:

- The Contracting Authority checks if the number of days on the corresponding initial Request Form haven't been used up yet. If they aren't, the Specific Contract can be amended on the basis of the initial Request Form. If the number of days specified in the initial request form is exceeded, it is not possible to request an extension and the normal procedure applies.
- The Contracting Authority asks an offer from the contractor for the period that they want an extension for, making a reference to the original Request Form sent. The offer delivered by the contractor should contain the name of the service provider(s) executing the service and price. A template extension form is provided for that purpose.
- In the extension, the profiles, projects and assignments defined in the initial request form must correspond.
- The Contracting Authority prepares the amendment of the Specific Contract.

Remarks - The initial request shall not exceed 4 years (e.g. 880 working days per service provider); - Through an extension, it is possible to update the level of expertise of a service provider, in order to update/reflect the accurate number of years of higher studies and/or of relevant professional experience, without requiring the launch of an initial request. - In case of non-availability of the service provider for a future extension, the contractor must inform the Contracting Authority before receiving the extension form. If not, the replacement conditions are applicable.

### **3.5 Cascading Mechanism**

The Contracting Authority may award the Multiple Framework Service Contracts in cascade, to a maximum of 3 contractors. To that end, the Contracting Authority ranks the successful tenderers in descending order.

The cascading mechanism is described by the following rules:

(1) For each specific assignment, the Contracting Authority shall determine the specifications of the Services required, hereinafter referred as project, and the relevant response time. The Contractor shall make its offer in response to the Contracting Authority's specifications within this time limit.

(2) When requesting an offer, the Contracting Authority shall initially address its request to the Contractor first in cascade on the basis of the results of the evaluation of the call for tenders as specified in the Contract. If this first contractor is in a position to meet the criteria for response time and specifications, then it shall be awarded the project in question.

It should be noted that the contractor ranked first in cascade will always be consulted first as a rule, barring any authorized decision to the contrary. The first contractor has won the market described in the call for tenders and the other contractors only serve to compensate the lack in the first contractor's service offering. If it arises that the main contractor is unable to meet the criteria, then it shall be regarded as being unable to supply the requested Services and the cascade mechanism may apply. During the execution of the cascade mechanism, the specifications may not change in the Request Form (e.g. profiles and/or technical annexes must remain the same).

(3) If the first contractor is unable to provide the services, the Contracting Authority shall then address the same request to the contractor second in cascade on the basis of the results of the evaluation of the call for tenders cited in the Contract. If this second contractor is in a position to meet the specified criteria, then it shall be awarded the project in question.



(4) If this second contractor is unable to meet either of these criteria, then it shall be considered unable to supply the Services requested. In that event, the Contracting Authority shall then repeat this process with the contractor who has been ranked in third place.

(5) This process will terminate either with the award of the project in question to one of the contractors who has been nominated, or with the failure to award the project to any contractor. In the event of failure the Contracting Authority may redefine the project or start the procedure again on the same project at a later time.

(6) The occasional inability of the Contractor to supply the Services for a project, requested under the conditions (1) – (5), shall not be considered to afford grounds for terminating the Contract, nor shall it affect the order in which the Contractor is to be addressed for subsequent projects.

#### **4. EVALUATION AND AWARD**

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The Contracting Authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The tenders will be assessed in the order indicated above. Only tenders meeting the requirements of one step will pass on to the next step.

##### **4.1. Verification of non-exclusion**

All tenderers must provide a *Declaration on Honour* (see Annex 3), signed and dated by an authorised representative, stating that they are not in any of the situations subject to exclusion.

The tenderer will be disqualified if:

- (a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;
- (b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the Contracting Authority is located or those of the country of the performance of the contract;

- (c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
- (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
  - (ii) entering into agreement with other persons with the aim of distorting competition;
  - (iii) violating intellectual property rights;
  - (iv) attempting to influence the decision-making process of the Contracting Authority during the award procedure;
  - (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- (d) it has been established by a final judgement that the person is guilty of the following:
- (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
  - (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the Contracting Authority is located, the country in which the person is established or the country of the performance of the contract;
  - (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
  - (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;
  - (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
  - (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- (e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- (f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;

- (g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:
- (i) facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
  - (ii) non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
  - (iii) decisions of the ECB, the EIB, the European Investment Fund or international organisations;
  - (iv) decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
  - (v) decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

In case of joint tender, each member of the group must provide a *Declaration on Honour* signed by an authorised representative.

In case of subcontracting, subcontractors whose share of the contract is above 10 % must provide a *Declaration on Honour* signed by an authorised representative.

### **Evidence:**

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the *Declaration on Honour*.

The successful tenderer must provide the documents mentioned as supporting evidence in the *Declaration on Honour* before signature of the contract and within a deadline given by the Contracting Authority. This requirement applies to each member of the group in case of joint tender and to all subcontractors whose share of the contract is above 10%.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided that the documents were issued not more than one year before the date of their request by the Contracting Authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the Contracting Authority can access the document in question on a national database free of charge.

## **4.2. Selection criteria**

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

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

### **4.2.1. Declaration and evidence**

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the *Declaration on Honour* (see Annex 3), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them individually. For the criteria applicable to the tenderer as a whole the tenderer (sole tenderer or leader in case of joint tender) must provide the *Declaration on Honour* stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria for which a consolidated assessment will be carried out.

This declaration is part of the declaration used for exclusion criteria (see section 4.1) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the declarations on honour. Nevertheless, it reserves the right to require evidence of the legal and regulatory, financial and economic and technical and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

After contract award, the successful tenderer will be required to provide the evidence mentioned below before signature of the contract and within a deadline given by the Contracting Authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the Contracting Authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the Contracting Authority can access the document in question on a national database free of charge.

### **4.2.2. Legal and regulatory capacity**

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

#### **4.2.3. Economic and financial capacity criteria**

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove its capacity, the tenderer must comply with the following selection criteria:

- The tenderer must have a **professional risk indemnity insurance of at least EUR 2,000,000**; this criterion applies to the leader in case of a joint tender.
- a statement of overall turnover and turnover during the last two financial years. It is required that the minimum yearly turnover (related to the service contract) threshold exceed **EUR 10,000,000**. This criterion applies to the leader in case of a joint tender.
- if you rely on the capacities of other entities (e.g. your parent company), **a written undertaking** on the part of those entities confirming that they will place the resources necessary for performance of the Contract at your disposal.

#### **Evidence :**

- Copy of the profit and loss accounts and balance sheets for the last two years for which accounts have been closed from each concerned legal entity;
- Evidence of professional risk indemnity insurance.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification. The Contracting Authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

#### **4.2.4. Technical and professional capacity criteria and evidence**

##### **A. Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below. The evidence must be provided only on request.

The project references indicated below consist in a list of relevant services provided in the past eight years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

- **Criterion A1:** The tenderer must prove experience in the fields of business organization, project management as well as banking crisis management.

- **Evidence A1:** The tenderer must provide at least 3 reference large scale assignments (of at least 1 million euro), delivered in the above fields during the last eight years, recipients public or private. The tenderer should also provide examples of its business practices. Template 9 – Reference large scale assignments must be used.

- **Criterion A2:** The tenderer must prove capacity to work and draft in English.

- **Evidence A2:** the tenderer must provide references of projects delivered in the last eight years demonstrating its proficiency in English and must provide one document of at least 10 A4 pages (report, study, etc.) in English that it has drafted and published or delivered to a client in the last two years. [The verification will be carried out on 5 pages of the document.

- **Criterion A3:** Suitability of the organizational structure in relation of the requested services and system of quality control to which the tenderer is subject to.

- **Evidence A3:** Organigram, a copy of the quality assurance certificate, e.g. ISO 9000 or equivalent and mechanisms for conformity to standards.

## **B. Criteria relating to the team delivering the service:**

The tenderer is requested to present a pool of Professionals consisting of the following profiles necessary for delivering the services specified in point 2.d:

- Partner
- Managing Consultant
- Principal Consultant
- Senior Consultant
- Consultant
- Junior

Evidence will consist in CVs of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service within the context of point 2.d.

### **B1a - Partner:**

#### **Mandatory minimum experience:**

Extensive experience of at least 15 years in his/her specialist field of expertise in leading and managing major, complex and business critical projects, bringing genuine strategic insight and in-depth knowledge of the financial services and of current policy and political issues affecting it. The Partner should have a Master's degree (MBA/MSc) and a PMI certificate or equivalent or Change Management certificate or equivalent. Furthermore, the Partner should have previous experience in contract management and in managing at least 7 major projects involving the coordination of a high profile team of at least 10 staff members, preferably in the financial services sector.

A partner must be appointed to supervise and coordinate the project and report directly to the SRB Project Officer or the SRB Project Steering Committee (hereinafter referred to as

PSC). The partner will be responsible for ensuring the quality check of all deliverables and will have overall responsibility for the successful deliverable of the contract. Additionally he or she will be responsible for the execution of the work according to the specifications and to respect the specific timeframe of each assignment.

**Evidence:** 2 CV's per profile (including the CV of the appointed partner who shall supervise and coordinate the specific projects). Annex 4 –CV format should be used.

**B1b - Managing Consultant:**

Mandatory minimum experience:

Substantial experience of at least 12 years, in their specialist field with a minimum of 6 years in banking, accountancy or consultancy role. The Managing Consultant should have a Bachelor and equivalent experience or Master's degree (MBA/MSc) and a PMI certificate or equivalent. Furthermore, the Managing Consultant is requested to have previous experience in managing at least 5 major projects involving the coordination of a high profile team of at least 10 staff members, preferably in the financial services sector on banking crisis management.

**Evidence:** 2 CV's per profile. Annex 4 – CV format should be used.

**B1c – Principal Consultant:**

Mandatory minimum experience:

Substantial experience, minimum 10 years, in their specialist field with a minimum of 4 years in banking, accountancy or consultancy role. The Principle Consultant should have a Bachelor and equivalent experience or Master's degree (MBA/MSc) and a PMI certificate or equivalent. Furthermore, the Principle Consultant should have sound knowledge of the public sector and team management, reporting etc. Previous experience in managing at least 3 major projects involving a high profile team of at least 10 staff members, preferably in the financial services sector on banking crisis management.

**Evidence:** 2 CV's per profile. Annex 4 –CV format should be used.

**B1d – Senior Consultant:**

Mandatory minimum experience:

Substantial experience, minimum 7 years, in their specialist field with a minimum of 2 years either one or more of the following fields: business organization, project management, project design and planning in banking crisis management. The Senior Consultant should have a Bachelor and equivalent experience or Master's degree (MBA/MSc) and a PMI certificate or equivalent.

**Evidence:** 2 CV's per profile. Annex 4 – CV format should be used.

**B1e – Consultant:**

Mandatory minimum experience:

Substantial experience, minimum 5 years, and an in-depth knowledge of their specialist field years in either one or more of the following fields: business organization, project management and banking crisis management. The Consultant should have a Bachelor and equivalent experience or Master's degree (MBA/MSc) and a PMI certificate or equivalent. The Consultant should be capable of assisting with project design, project planning, reporting etc.

**Evidence:** 2 CV's per profile. Annex 4 – CV format should be used.

## **B1f – Junior:**

### **Mandatory minimum experience:**

Experience, minimum 2 years, and knowledge of their specialist field years in either one or more of the following fields: business organization, project management and banking crisis management. The Junior should have a Bachelor and equivalent experience or Master's degree (MBA/MSc) and should be analytical, structured and a committed professional. The Junior should also be able to carry out interviews, draft reports, produce templates and procedures.

**Evidence:** 2 CV's per profile. Annex 4 – CV format should be used.

**B2 - Language quality check:** all profiles should have at least C1 level in the Common European Framework for Reference for Languages<sup>2</sup> in English.

**Evidence:** a language certificate or past relevant experience.

**B3 – Collective expertise:** In addition to the above requirements, some of the above profiles should possess minimum of 4 years expertise with respect to: performing gap analysis, stock-taking exercise, IT solutions in Business Process Management & financial systems and in audit trails.

**Evidence:** The above CV's should demonstrate this expertise.

### **4.3. Award criteria**

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

The Multiple Framework Service Contract will be awarded to the tenderers who **submit the most economically advantageous bid** (those with the highest score) **based on the quality criterion and the associated weightings:**

The criteria for the award of the Multiple Framework Service Contract are as follows:

There are 2 quality criteria (60%):

1. Quality criterion 1 (Q1): ( $W_1 = 20\%$ ): Methodology to carry out the activities specified in 2.d of the Tender Specifications in terms of quality of the intended approach to perform the assignments and quality and relevance of the service organization. The description should notably include interfaces, distribution of the roles and responsibilities, allocation of time and resources to fulfil the activities, level of traceability/auditability and quality control system, level of segregation of assignments and the continuity of the service in case of absence of the member of the team. For the purpose of the evaluation, the Tenderers are required to complete Annex 8 – Draft Service Level Agreement and to provide any relevant evidence.
2. Quality criterion 2 (Q2) ( $W_2 = 40\%$ ): Approach and methodology for the below scenario. To this effect, the tenderer should provide a technical note (limited to **max 10 A4** pages per description) on the following topics:

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<sup>2</sup> See [http://www.coe.int/t/dg4/linguistic/Cadre1\\_en.asp](http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp)



- ( $W_{2a} = 20\%$ ): Description of a resolution case, involving a cross-border medium-size banking group with 3 subsidiaries (one in the Banking Union, one in the EU but outside the Banking Union, one outside the EU) facing a systemic crisis and where the SRB acts as the Group Level Resolution Authority, highlighting the main organisational and procedural steps in relation to the following scenario: (a) public interest assessment to be taken by the SRB; (b) determination and execution of bail-in. The analysis should focus on operational and organizational aspects, inter alia, on proposing a suitable business organization, processes and procedures, workflows with related approvals, contingency plans, audit trail and IT solutions and include the necessary interactions with relevant stakeholders (i.e. between SRB, NRAs, EC, ECB, the banking group, etc).
- ( $W_{2b} = 20\%$ ): Description of performing a dry-run exercise focusing on the above scenario. This exercise should focus on, inter alia, reporting, timelines, internal organisational arrangements and interactions with relevant stakeholders (i.e. between SRB, NRAs, EC, ECB, the banking group, etc), proposals for corrective measures and communication procedures.

**and the price criterion and associated weighting:**

Price of the bid ( $W_{price} = 40\%$ ).

For evaluation purposes only, the below scenario for the price of the team for hourly rates will be used to compare the bids. The percentages reflect the estimated involvement of the various profiles in the team. It should be noted that the actual use of profiles during the execution of the Multiple Framework Service Contract may differ from the below indicative distribution.

**Total hourly rate price = (price for a Partner \* 10%) + (price for a Managing Consultant \* 15%) + (price for a Principle Consultant \* 35%) + (price for a Senior Consultant \* 25%) + (price for a Consultant \* 10%) + (price for a Junior \* 5%)**

The tenderer should complete Annex 2 of the Tender Specifications (Financial offer) with the hourly rates per profile. The hourly rates the tenderer commits to (during the procurement process) are the maximum rates that the successful tenderers will be able to charge under the Specific contracts.

This amount shall be fixed and all-inclusive of the costs involved in the performance of the contract (e.g. include fees, meetings, delivery, supply, installation, maintenance, travel subsistence etc.). No expenses incurred in the performance of the services will be reimbursed separately by the SRB.

**Annexes:**

Annex 1: Draft Multiple Framework Service Contract

Annex 2: Financial Offer

Annex 3: Declaration on Honour

Annex 4: CV Template

Annex 5: Model Power of Attorney

Annex 6: Model Letter of Intent

Annex 7: Roadmap to order

Annex 8: Draft Template for Service Level Agreement

Annex 9: Template for large scale assignments