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FRONTEX

Frontex Permanent Premises

Descriptive Document

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I. GENERAL INFORMATION

I.1 General Information on Frontex Permanent Premises

The European Border and Coast Guard Agency (hereinafter referred to as "Agency", "Frontex" or "Contracting Authority") is governed by Regulation (EU) 2019/1896 of the European Parliament and of the Council of 13 November 2019 on the European Border and Coast Guard and repealing Regulations (EU) No 1052/2013 and (EU) 2016/1624. Further information about Frontex can be found on the Agency's web site www.frontex.europa.eu.

Frontex Permanent Premises will house the Headquarters staff and become a central hub for visiting, training and collaboration for the Border and Coast Guard family from Europe and beyond.

Frontex Permanent Premises (hereinafter referred to as the "Permanent Premises" or the "Headquarters") will fulfil the increasing needs of the Agency as the central hub for more than ten thousand (10 000) European Border and Coast Guards. In addition, it will house the central monitoring and surveillance capacity facilities and other critically important functional spaces (hereinafter referred to as "Special Purpose Areas"). The new Headquarters should promote environmentally friendly solutions and be developed following the highest sustainability standards guaranteeing the lowest life cycle costing for Frontex.

I.2 Objective of this Descriptive Document

This Descriptive Document on the Competitive Dialogue summarises the procedure, the needs and requirements, the Exclusion, Selection and Award Criteria as well as the indicative timeframe of the Tender.

Following Appendices are attached to this Descriptive Document:

- Appendix I: Project Description
- Appendix II: Award Criteria for Selecting Solutions & grid
- Appendix III: Award Criteria for the Selection of the Tender & grid

I.3 Needs and Requirements of the Permanent Premises

The Permanent Premises should be built and maintained for two (2) years in compliance with at least all obligatory norms, standards and legal regulations binding for office buildings in Poland.

An initial assessment resulted in an estimated required building usable area of 70 000 sqm. This is composed of an estimated net room area (NRA[1]) of 49 600 sqm above ground for an average daily use by 2 000 staff members. An underground area of approximately 20 100 sqm (NRA) is to be foreseen for access, parking and technical functions.

The Permanent Premises should host high-quality workspaces that meet high levels of comfort standards in terms of spatial quality, ventilation, heating, and sustainability. Additional on-site facilities should increase staff's well-being and work-life balance. Based on the Convention on the Right of Persons with Disabilities (CRPD), Frontex is committed to equal treatment for disabled people. All products, equipment, programmes, and services, as well as access to indoor and outdoor spaces must comply with 'design for all' principles.

The Frontex Permanent Premises must set an example in terms of environmental sustainability and durability. Therefore, the Headquarters should rate at least 'Excellent' under the BREEAM label certification system and satisfy additional sustainability requirements including, but not limited to, water management, biodiversity, energy performance, and monitoring.

Finally, Frontex as an EU Justice and Home Affairs (JHA) agency requires a well-secured infrastructure and communication network that at the same time protects critical functions of the EU and provides secured information exchange. For this reason, the Permanent Premises must fulfil strict requirements concerning security and business continuity, in order to comply with the physical requirements for Critical Infrastructure (article 59 of the ETIAS Regulation).

Appendix I (Project Description) describes the needs and requirements of the Permanent Premises.

I.4 Eligibility

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

[1] *Net Room Area in line with PN-EN 15221-6:2011*

The plurilateral Agreement on Government Procurement concluded within the World Trade Organisation (GPA) is not applicable to Frontex procurement procedures.

The rules on access to procurement do not apply to subcontractors. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

Participation is open to all natural and legal persons as defined above, under the condition that:

a) They are not in any of the situations excluding them from participation and that they have no conflict of interest in connection with this contract;

b) They have all the necessary knowledge and experience as well as technical and human resources to implement the contract; and

c) They possess adequate economic and financial capacity to perform the required services.

Without prejudice to the application of the future contract, Tenderers and Contractors who have been guilty of making false declarations concerning situations referred to in section III.3 (Exclusion Criteria), shall be subject to the financial penalties set out in Article 135 and 138 of the above-mentioned Regulation No 2018/1046.

II. Brief description of the Competitive Dialogue and the Contract

II.1 General information on the Tender and timing

This procurement procedure is governed by the following legal provisions: Title VII of Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union (Financial Regulation), repealing Regulation (EU, Euratom) No 966/2012 and Annex I to the same regulation [herein referred to as the Financial Regulations].

The Competitive Dialogue is a three-phase procedure developed in order to reduce the number of tenderers during the course of the tender:

1. **Phase I**: Evaluation of Requests to Participate
2. **Phase II**: The Dialogue taking place in successive stages:

   First stage: Reduction of tenders with the use of Award Criteria for Selecting Solutions

   Second stage: Continuation of the Dialogue and selection in line with the Award Criteria for the Selection of the Tender
3. **Phase III**: Submission of final offers and award of the contract.

The Appendix II and Appendix III describe the different criteria (the Award Criteria for Selecting Solutions and Award Criteria for the Selection of the Tender) for comparing the relative merits of Tenders in order to reduce the number of Candidates during the Competitive Dialogue and to identify the most economically advantageous Tender.

Following evaluation of Requests to Participate (phase I), only tenderers meeting exclusion and selection criteria will be invited to the Competitive Dialogue (phase II).

The letter of invitation to phase II will provide additional information regarding the project (including confidential files, updated planning information, etc.) that will assist the candidates in their original proposals' submission (for details refer to Paragraph III.5 Award Criteria below).

The stages of the Competitive Dialogue (phase II and phase III) will take place approximately:

- Estimated start of the Dialogue Q3 2022
- Estimated conclusion of the Dialogue Q1 2023
- Estimated submission of Final Offers Q2 2023
- Estimated conclusion and signature of the Contract Q3 2023

Given the nature of the procedure, the aforementioned periods are provided as an indication, without Frontex being bound by any obligation whatsoever. Even in the event of significant deviations from the aforementioned periods, the Tenderers will not be entitled to any compensation.

The procurement procedure shall not impose on Frontex any obligation to proceed to award the Contract. Up to the point of Contract signature, the Agency may either abandon the procurement or cancel the award procedure, without the candidates being entitled to claiming any compensation. Frontex will notify the decision and its reasons to the candidates.

The Agency will compensate tender preparatory cost in a total of 200 000 Euro, but only to the Tender(s) invited to Phase III and in accordance with the following:

- in the event of cancellation of the procedure by the Agency after submission of the final offers during the award phase, the compensation will be equally spread over all Candidates who have submitted the final offer (Phase III); or,
- after signature of the Contract: the compensation will be equally spread to the Candidates who submitted the final offer (Phase III), except for the successful tenderer of the Contract. An equal compensation of 100 000 Euro is foreseen for the Candidates ranked second and third.

The payment term is 90 calendar days following signature of the Contract or 90 calendar days following notification by the Agency of cancellation of the procedure.

Finally, only the candidates invited to submit a final tender for Phase III will be required to provide a tender guarantee to ensure that the tender will not be withdrawn prior to the contract signature. The tender guarantee shall be provided together with final tender and in accordance with deadline for submission, which will be indicated in the Letter of Invitation to Phase III.

The tender guarantee must be for an amount of EUR 500 000 (five hundred thousand). The original guarantee must be sent to the Contracting Authority.

It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the Contracting Authority.

The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to the Contracting Authority for the requisite amount.

The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful. The cost of providing such guarantee shall be borne by the Candidate.

II.2 Languages

Interested economic operators may submit their tender in any of the official languages of the European Union. Please note, however, that candidates are invited to submit the Proposal in English because the spoken and written language of all communications during the entire Tender Procedure and with the successful Candidate during the implementation of the Contract shall be English.

The design services and construction works, see paragraph below, are to be executed in line with the Contract and the Polish Building and Construction Laws and Regulations. These laws and regulations require the Contractor to maintain documents in Polish language during all the stages of the projects (design documentation, site diaries, etc.). During the implementation of the Contract the Contractor will liaise extensively with Utilities Providers and Polish Authorities for all permits/approvals required for the project and all these communications will be in Polish.

II.3 Contractual information

Frontex aims at concluding a Design and Build Works Contract (herein referred to as the "Contract"). Design and Build (DB) shall include maintenance responsibilities during the building performance review period, therefore the Contract, to be discussed during the dialogue, will also include terms for a Maintenance Service Contract.

The Contract will be executed in three main stages, namely:

1. The design stage (Design);
2. The construction stage (Execution);
3. The maintenance stage (Maintenance).

During the **design stage** the Contractor will develop designs in accordance with the requirements in the Contract and in line with the Polish planning and construction laws and regulations. During the design and construction stages, the Contractor will build and perform the services necessary to obtain, on behalf of Frontex, all the authorisations and permits necessary for commencement of construction works (including the building permit on behalf of Frontex) and construction of the Permanent Premises.

At the building permit design stage of the project, the Contractor shall perform a Life-cycle Global Warming Potential analysis according to EN 15978 (BS EN 15978:2011 - Sustainability of construction works - Assessment of

environmental performance of buildings. Calculation method). The scope and reporting scheme of this analysis shall be compliant with EU Taxonomy Compass and corresponding Level(s)[2] indicator 1.2, level 2.

The Contractor should undertake to execute the **construction works** in line with the Polish regulations, the quality, the budget and the timeline agreed in the Contract, while maintaining the highest standards in health and safety as well as social and environmental considerations throughout the project.

It is expected that the Contract will be signed, in line with timeline provided in paragraph II.1, following consent by Frontex's Management Board and approval by the Budgetary Authority. Following the execution of design services and construction works (i.e. after signing the Substantial Completion Certificate) there will be a building performance review period of two years (maintenance stage).

The building is made available to Frontex upon signature of the Substantial Completion Certificate, which follows from satisfactory passing all tests (including air-tightness and thermal integrity) and after the Contractor has obtained the Occupancy Permit at the Poviat Building Supervision Inspectorate (Powiatowy Inspektor Nadzoru Budowlanego - PINB). With regards to the air-tightness and thermal integrity tests, in line with EU Taxonomy, the testing shall be carried out in accordance with EN13187 (Thermal Performance of Buildings - Qualitative Detection of Thermal Irregularities in Building Envelopes - Infrared Method) and EN 13829 (Thermal performance of buildings - Determination of air permeability of buildings - Fan pressurisation method).

The **maintenance stage** begins with the approval of the Substantial Completion Certificate for the building(s), which follows from obtaining the Occupancy Permit, and ends with the signing of the Final Completion Certificate.

The Contractor shall perform maintenance services during the building performance review period of two (2) years and shall solve the snag list and other provisions in accordance with the Contract. Notwithstanding the building performance review period of two (2) years, the Contractor will be expected to give quality guarantees regarding the design and construction works and be liable under the statutory warranty for defects.

Finally, before issuance of the Final Completion Certificate by Frontex, in addition to all other contractual matters, the Contractor shall perform a Life-cycle Global Warming Potential analysis in line with the Level(s) indicator 1.2, level 3. In addition to the summary information provided within, during the course of the dialogue, methodologies for all tests will be discussed before inclusion in the final Contract.

III. Exclusion, Selection and Award Criteria

Evaluation of offers follows the three phases of the Tender, described above.

In Phase I: The Requests to Participate are evaluated as follows.

III.1 Requests to Participate

III.1.1 Form and content of the Request to Participate (RtP)

The RtP shall be clear and concise as to constitute a coherent whole.

The RtP shall include all the information and documents required by Frontex for the appraisal of RtPs on the basis of the presented criteria.

The submission of applications follows the evolution of the Competitive Dialogue, as described above (section II.1):

- In Phase I: Economic operators submit their Requests to Participate;
- In Phase II: The Dialogue with invited tenderers, selection of solution(s).
- In Phase III: Selected tenderers submit their final offers (technical and financial).

With reference to Phase I: The **Request to Participate** must include all the information, forms and documents requested by Frontex. The RtP shall contain all administrative forms duly filled by the tenderer, namely:

Form 1: Tenderer Submission Form

Form 2: Organisational Chart (Designer - Contractor - etc.)

Form 3: Consortium member declaration

Form 4: Subcontractor declaration

Form 5: Declaration on honour on Exclusion Criteria and Selection Criteria and on absence of conflict of interest

Form 6: Demonstration of Financial Capacity

Form 7: Demonstration of Technical & Professional Capacity

[2] *https://ec.europa.eu/environment/levels/lets-meet-levels/how-does-levels-work_en*

In addition, all documents requested to prove the fulfilment of the Selection Criteria (see section III.4 below).

Where information or documentation contained in a Request to Participate is or appears to be incomplete or erroneous or where specific documents are missing, Frontex may request the Tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. Frontex shall ensure that such requests are made in full compliance with the principles of equal treatment and transparency.

III.1.2 Request to Participate Opening

The main aim of the opening session is to check whether the Requests to Participate received electronically are compliant with the following formal requirements:

1. Not submitted later than the submission deadline, and
2. All Administrative Forms are duly filled and signed (see Section III.1.1).

If not compliant with any of the above formal requirements the Request to Participate may be rejected.

III.2 Requests to Participate Evaluation Session

The Requests to Participate complying with the formal requirements of the opening session shall be considered eligible and will be evaluated against the following criteria:

a) Exclusion Criteria, section III.3 below;

b) Selection Criteria, section III.4 below.

Frontex reserves the right to request any additional documentary evidence it deems necessary or useful in order to verify a Tenderer's legal, professional, economic and financial standing. Frontex may request that missing formal documents be submitted by email (normally these are to be submitted within 48 hours following the request).

III.2.1 Joint proposals

No special legal form is required but, Group/Consortium members must appoint a Group/Consortium leader and a single point of contact authorised to act on their behalf in connection with the submission of the RtP and all relevant questions, clarification requests, notifications, etc.

In the event a tenderer submitting a joint RtP has already set up a legal entity for performance of the contract (if it is awarded), the tenderer should mention this fact in the RtP along with any other relevant information/documentation in this respect.

All members of the Group/Consortium assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole. Statements saying, for instance, that:

"…one of the partners of the joint RtP shall be responsible for part of the contract and another one for the rest…", or

"…more than one contract shall be signed if the joint RtP is successful…"

are thus incompatible with the principle of joint and several liability.

Frontex shall disregard any such statement contained in a joint RtP, and further reserves the right to reject such RtP without further evaluation on the grounds that they do not comply with the tender specifications.

Any change in the composition of the Group/Consortium during the procurement procedure may lead to the rejection of the RtP/tender. Any change in the composition of the Group/Consortium after the signature of the contract may lead to the termination of the contract.

All members of the Group/Consortium shall meet the eligibility and exclusion criteria given in section III.3.

III.2.2 Sub-contracting

Sub-contracting is allowed, provided that the subcontractor(s) and its estimated scope of work shall be clearly indicated in the Contract or subsequent communication during implementation. Nevertheless, the responsibility for the full execution of the contract rests with the Contractor, as Frontex has no direct legal commitment with the subcontractor(s).

Accordingly:

a) Frontex shall treat all contractual matters (e.g. payment) exclusively with the main Contractor, whether or not the tasks are performed by a subcontractor;

b) Under no circumstances the main Contractor can avoid liability towards Frontex on the grounds that the subcontractor is at fault.

For all subcontractors, whose experience is used to fulfil the Selection Criteria, regardless its share of the contract, the tenderer shall include a complete documentation that contains

a) a complete documentation that clearly defines the roles, activities and responsibilities of subcontractor(s) and specifies the volume / proportion being subcontracted for each subcontractor;

b) a letter of intent by each subcontractor stating its intention to put its capacity for the disposal of bidder and describes on whose capacities the tenderer relies upon to fulfil the selection criteria (if applicable);

c) the declaration of honour in relation with the exclusion criteria since **all subcontractors shall meet the exclusion criteria given in section III.3.**

Any change in the composition of the sub-contracting, whose experience is used to fulfil the Selection Criteria, during the procurement procedure may lead to the rejection of the RtP/tender. Any change in the composition of the sub-contracting, whose experience is used to fulfil the Selection Criteria, after the signature of the contract may lead to the termination of the contract.

III.2.3 Assessment of joint tenders and tenders involving sub-contracting

Joint RtP shall be assessed as follows:

a) The exclusion criteria and the selection criteria for legal, economic and financial capacity shall be assessed in relation to each economic operator individually[1].

b) The selection criteria for technical and professional capacity shall be assessed in relation to the combined capacities of all members of the consortium as a whole.

c) The award criteria shall be assessed in relation to the tender, irrespective of whether it has been submitted by a single legal or natural person or by a Group/Consortium.

Joint tenders in the stage following the award:

If the Tenderer submits a joint tender but has not yet set up an entity with a legal form, and if he is awarded the contract, the Contracting Authority may require the Tenderer to give a formal status to his collaboration before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of Frontex contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The contract shall be signed by all members of the group, or by one of the members, which has been duly authorised by the other members of the group (a power of attorney or sufficient authorisation has to be provided and shall be attached to the contract as an annex), when the Tenderers have not formed a legal entity.

Tenders involving subcontracting shall be assessed as follows:

a) The exclusion criteria and the selection criteria for legal, economic and financial capacity shall be assessed in relation to each company individually[2].

b) The selection criteria for technical and professional capacity shall be assessed in relation to the combined capacities of the Tenderer and the subcontractor, as a whole to the extent that the subcontractor puts its resources at the disposal of the Tenderer for the performance of the contract.

c) The award criteria shall be assessed in relation to the tender. Relying on the capacities of other entities is necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments/statements that other entities will put resources at the disposal of the tenderer will be disregarded.

III.3 Exclusion Criteria

Pass/Fail Requirement:

Frontex shall exclude a Tenderer (a Group/Consortium) from participation in a procurement procedure under the conditions described in the Form 5 of the administrative forms.

Proof of the above is to be provided by (Form 5):

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[1] For the criteria that are deemed to be achieved above a certain level, e.g. overall turnover or turnover with the respect to the specific procurement, a consolidated assessment of all members of consortium together shall be made.

[2] For the criteria that are deemed to be achieved above a certain level, e.g. overall turnover or turnover with the respect to the specific procurement, a consolidated assessment of a Tenderer plus subcontractor together shall be made, to the extent that the subcontractor puts its resources at the disposal of the Tenderer for the performance of the contract.

Tenderers and, if applicable, Group/Consortium members and Subcontractors shall provide a dated and duly signed declaration on honour (**Form 5**). In addition, the latter two shall provide group/consortium member and subcontractors' declarations as per Forms 3 and 4 of the administrative forms (if applicable).

Tenderers who find themselves in one of the cases of exclusion referred to in the Form 5 will be excluded from participating in this procurement procedure.

Frontex may request to verify whether the Tenderer is not in a situation of exclusion, by requesting additional information. A refusal to answer the questions asked or to provide the information and/or documents may result in the rejection of the RtP concerned.

The Tenderer which will be selected for the award of the Contract shall provide in due time, preceding the signature of the Contract, the evidence confirming fulfilment of the Exclusion Criteria, as requested by the Contracting Authority.

III.4 Selection Criteria

Tenderers must have the overall capabilities (technical & professional, economic & financial and legal) to perform the Contract. If any of the Selection Criteria listed below are not fulfilled, Tenders will not be invited for the next Phase of the procurement procedure.

III.4.1 Legal Capacity

Pass/Fail Requirement:

The Tenderer must prove that they are registered to pursue the professional activity/activities required for the completion of the works, under the national law of the country where the Tenderer is established/incorporated.

Proof of the above is to be provided by:

- A copy of an official document (Company Register, Official Gazette, etc.) confirming that the Tenderer is already established as a recognised legal entity and is registered in a relevant professional or trade register.

III.4.2 Economic and Financial Capacity

The tenderer shall provide evidence of its sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. Pass/Fail Requirements:

a) The Tenderer shall provide evidence of holding valid professional risk indemnity insurance covering the Candidate's organization to a level appropriate to this Project.

Proof of the above is to be provided by:

Details of a relevant professional risk indemnity insurance for a minimum amount of 140 million EUR.

b) The Tenderer must have an average annual turnover over the last three years, for which accounts have been closed, on condition that the publication of profit and loss account and balance sheets is stipulated by the legislation on firms in the country where the tenderer is established**, of at least EUR 140 000 000.**

Proof of the above is to be provided by:

- A declaration of the company's total turnover from the past three years (exact years) for which accounts have been closed, in line with the applicable national legislation (information shall be provided separately for each year); the average annual turnover over the last three years must be greater than 140 000 000 EUR (one hundred forty million EUR);

- The Tenderer shall provide profit and loss accounts and balance sheets for the past three financial years for which accounts have been closed, on condition that the publication of profit and loss account and balance sheets is stipulated by the legislation on firms in the country where the tenderer is established; If publication of these documents is not required under the company law of the country in which the economic operator is established, other documentation proving the financial position may be acceptable. Such other proof may be a letter/statement by certified auditors confirming the required financial data of the respective economic operator.

If the currency of the tenderer's accountancy is other than Euro, the equivalent will be calculated on the basis of the exchange rates applicable for the month of RtP submission published by the European Commission at: http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

Frontex reserves the right to request any additional documentary evidence it deems necessary or useful to verify a tenderer's economic and financial standing.

III.4.3 Technical and Professional Capacity

Pass/Fail Requirements:

a) **Demonstrated experience in the satisfactory completion (or, if not completed, at least a Taking Over Certificate has been issued) of at least 3 works contracts within the past 10 years**, by the deadline for submission of Request to Participate, for **main construction and installation works of multi-storey buildings** of a comparable nature, scale and complexity to those required for this Project. Hence, the building concerned as a comparable shall meet the following parameters:

- minimum gross floor area 70 000 sqm (underground floors including);
- minimum number of 6 floors above ground (including ground floor), two floors below ground;
- nature of building: office building, public administration building, conference centre.

This requirement is met if the provided proof, see below, indicates the construction of a project, as described above, as a sole contractor, or if constructed in consortium, the share of the work performed by the tenderer shall be at least equal to 50% in value in relation to the total value of each referenced project submitted.

Proof of the above is to be provided by:

A list of minimum 3 works contracts, accompanied by certificates of satisfactory execution and outcome (or, when only a Taking Over Certificate has been issued, at least the relevant certificate of satisfactory substantial completion, or equivalent) signed by the respective clients, specifying value, dates, scope of works, names of the main contractor and subcontractors used, and the specific scope and % share of work performed by the tenderer in that contract. The percentage share must show that the contractor has performed tasks/services for a minimum of 50% in value in relation to the total value of each of the referenced project.

b) **Demonstrated experience in 2 works contracts,** each of a minimum gross floor area of 40 000 sqm (underground floors excluding), **completed** (or, if not completed, at least a Taking Over Certificate has been issued) **within the past 10 years by the deadline for submission of the Request to Participate, using as a minimum a Design and Build** (DB) contract modality. DBO (Design, Build and Operate), DBOF (Design, Build, Operate and Financed), EPC (Engineering, Procurement, Construction), turnkey, PPP (public–private partnership) are the contract modalities that will be considered as satisfactory for this requirement.

This requirement is met if the provided proof, see below, indicates the construction of a project, as described above, as a sole contractor, or if constructed in consortium, the share of the work performed by the tenderer shall be at least equal to 50% in value in relation to the total value of each referenced project submitted.

Proof of the above is to be provided by:

A list of minimum 2 works contracts, accompanied by certificates of satisfactory execution and outcome (or, when only a Taking Over Certificate has been issued, at least the relevant certificate of satisfactory substantial completion, or equivalent) signed by the respective clients specifying value, dates scope of services delivered, and % share of work in value in relation to the total value of each of the referenced project performed by the tenderer in that contract. The certificate must state the name of the main contractor, and if different from the Tenderer, shall provide a description of the Tenderer's function in the process.

c) **Demonstrated experience in 2 works contracts,** each of a minimum gross floor area of 10 000 sqm (underground floors excluding), **completed within the past 10 years** (or, if not completed, at least a Taking Over Certificate has been issued) by the deadline for submission of the Request to Participate, of **construction projects assessed to BREEAM** or an equivalent environmental assessment methodology [BREEAM (Building Research Establishment Environmental Assessment Methodology) certification process, as published by the Building Research Establishment (BRE)].

This requirement is met if the provided proof, see below, indicates the construction of a project, as described above, as a sole contractor, or if constructed in consortium, the share of the work performed by the tenderer shall be at least equal to 50% in value in relation to the total value of each referenced project submitted.

Proof of the above is to be provided by:

A list of minimum 2 works contracts, accompanied by certificates of satisfactory execution and outcome (or, when only a Taking Over Certificate has been issued, at least the relevant certificate of satisfactory substantial completion, or equivalent) signed by the respective clients specifying value, dates, scope of services delivered, and % share of work in value in relation to the total value of each of the referenced project performed by the tenderer in that contract and the details of the **environmental assessment methodology** used. The certificate must state the name of the main contractor, and if different from the Tenderer, shall provide a description of the Tenderer's function in the project.

d) **Demonstrated experience in completion of the design (performing the task as a Principal Architect)** in reference to an office development or similar with gross area of at least 25 000 sqm. A list of at least two such contracts, accompanied by the relevant certificates of satisfactory completion, **completed within the last 10 years by the deadline for submission of the Request to Participate** (and if the period of business activity is shorter - within this period).

Proof of the above is to be provided by:

A list of minimum 2 contracts, accompanied by certificates of satisfactory execution signed by the respective clients specifying type of services provided (with dates of start of services) and specifying the gross area and value of the project subject of the services.

Please note that it is acceptable to present the same reference projects as a proof of the fulfilment of different selection criteria.

III.5 Award Criteria

Once the Tenderer has demonstrated the capacity to be able to perform the Contract on the grounds of the Exclusion and Selection Criteria, he will be invited to the next step, namely **Phase II – Dialogue phase.** The dialogue starts from the reduction of tenders with the use of "**award criteria for selecting solutions**". The reduction of Candidates in Phase II will be done in line with the process described below (III.5.1 the award criteria for selecting solutions).

NB: In case the number of Tenderers meeting Exclusion and Selection Criteria is equal to one (1) or two (2) the Contracting Authority must cancel the procedure.

The tenders submitted in Phase II must be complete and contain at least all documents requested for evaluation as described in Appendix II.

The Candidates must observe that the sustainability levels [preliminary value of the consumption level of primary energy (EP) of the building and BREEAM certification level (Excellent or Outstanding)] which are stated and as part of original submitted tender (see paragraph III.5.1) shall be binding in the subsequent delivery of refined solutions during the dialogue. The final tenders of Candidates invited to Phase III will be assessed based on the Award Criteria. Frontex shall award the contract to the tender offering the **best price-quality ratio**.

III.5.1 The award criteria for selecting solutions

Tenderers meeting Exclusion and Selection Criteria will receive an invitation to Phase II; the Dialogue starts with this invitation. The tenderers will be invited to submit their original proposals that will be assessed according with the award criteria for selecting solutions. The weighting applicable to each criterion is set out in the evaluation grid which is presented in Appendix II.

The original tender (also referred to as original proposal or original solution) is made up of three (3) main parts, as described in detail in Appendix II:

1. Building Concept Design;
2. Sustainability Concept note;
3. Project Management & Planning description.

To grant equal treatment to all Candidates at this initial stage of the Dialogue, it is not possible to modify the original tenders after their submission. Consequently, incompleteness in the original proposal will have a negative impact on the assessment.

Candidates must elaborate on all items addressed in the description of the criteria for shortlisting solutions. The mere repetition of minimum requirements set out in the Tender Dossier, without going into details or without providing any added value, will result in a very low score.

Finally, the sustainability levels which are stated as part of the original submitted tender shall be binding in the subsequent delivery of refined solutions during the dialogue. A declaration will be sent to such effect when tenderers are invited to Phase II.

Nonetheless, following submission of the original proposals, Frontex reserves the right to request clarifications it deems necessary (normally answers to these clarifications are to be submitted within 48 hours following the request).

The Evaluation Committee, in line with the award criteria for selecting solutions, shall draft a **merit list** based on the scoring assigned on the basis of the evaluation grid for the assessment under award criteria for selecting solutions.

Original tenders scoring less than 50 % for any of the three sub-criteria in the Shortlisting Grid:

1. Building Concept Design;
2. Sustainability Concept;
3. Project Management & Planning.

will be deemed to be of insufficient quality and not considered further in this Tender procedure.

The original solutions and answers to clarifications (if any) submitted and not selected to progress further in the Competitive Dialogue will be treated confidentially.

III.5.2 Evaluation under Award Criteria for the selection of the tender

The Tenderers who have achieved the three (3) highest qualifying scorings following an evaluation on the basis of the award criteria for selecting solutions will be invited to the subsequent stage in the tender procedure. The Contracting Authority continues the Dialogue until it can identify one or several solutions that respond to its needs and requirements.

The Dialogue consists of a series of meetings and submission (and possible re-submission) of improved solutions. These improved solutions will be much more elaborated than the original proposals and will consist of the deliverables as detailed in the document "Description of Award Criteria for the selection of the tender", which is part of Appendix III.

The Dialogue with the Contracting Authority will enable the Candidates to bring forward improved solutions fulfilling the needs and requirements regarding the Permanent Premises, including the functional, spatial, technical aspects and the environmental aspects (non-exhaustive list). Furthermore, the improved proposal presented by each Candidate (in the re-submissions) must comply with the means which best satisfy the needs and requirements, identified in the Tender Dossier and further specified during the Dialogue.

At the end of the Dialogue, the Contracting Authority declares the dialogue concluded and informs the tenderers. The Candidates are then invited to submit their final tender (Phase III) in line with the identified solution(s).

After the final tenders have been received, the Contracting Authority may ask that they be clarified, specified and optimised, provided this does not involve substantial changes to the tender or the procurement documents.

The evaluation of the final Offers will be carried out in line with the award criteria for the selection of the tender outlined in the **Award Evaluation Grid.** Only Tenders that have met all the Minimum Threshold Scores for the Award Criteria indicated, will have their Financial Proposals assessed.

It is mandatory that the Candidate's pricing be fully transparent. Attention is drawn to the following points:

- Prices must be expressed in Euros.
- Prices shall not be conditional and shall be directly applicable by following the technical specifications.

The Contract will be awarded to the Tenderer who submits the Tender offering the best value for money by weighting quality criteria against price criteria on 60/40 basis (as per the Evaluation Grid).

The Tenderers must observe that the Tenders submitted shall be binding in the subsequent delivery of services and works by the selected Contractor.

III.5.4 Finalising the Contract

The Contracting Authority can still proceed with the adjustment of the Contract with the selected Tenderer. The main purpose of this is to finalise the scope of the rights and obligations to be established.

The discussions in the context of finalising the Contract may not lead to a material change of the essential aspects of the offer or the Contract, nor to a distortion of competition or discrimination.

IV. List of Documents published with the Contract Notice

Descriptive Document

Appendix I: Project Description

Appendix II: Award Criteria for selecting solutions & Evaluation Grid

Appendix III: Award Criteria for selection of the Tender & Evaluation Grid

Draft contract modalities

Tender Administrative Forms