



*Schola Europaea*  
European School of Mol

## TENDER SPECIFICATIONS

TENDER N° 2025\_15

### LAWYER CONSULTING

Award method: **Best value for money.**

Type of procedure: **negotiated procedure for low value contract.**

Type of contract: **Framework contract.**

Contracting authority: **European school of Mol.**

Estimated Value: **60.000,00€**

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## 1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

### 1.1. Legal basis: what are the rules?

This tender is governed by the provisions of:

- [the Financial regulation of the European Schools](#) and
- [Regulation \(EU, Euratom\) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union \(recast\)](#) (the Financial Regulation)<sup>1</sup>.

### 1.2. Subject: what is this procurement about?

The subject of this procurement is **LAWYER CONSULTING SERVICES**.

### 1.3. Lots: is this procurement divided into lots?

This procurement is not divided into lots.

### 1.4. Description: what do we want to buy through this procurement (minimal technical specifications)?

The services that are the subject of this call for tender, including any minimum requirements, are described in detail below.

#### 1.4.1. **Background and objectives**

The subject of this procurement is the provision of **legal advice and procedural representation in labour, public/ administrative, civil law, payments and insurances claims, or liability matters** before the courts of the jurisdiction of Antwerp, on behalf of the European School of Mol or the Organization of European Member States of the European School to which it corresponds.

The lawyer or law firm awarded the contract must:

- Advise and handle litigation and court proceedings, including drafting briefs, analysing evidence, and negotiating settlements.
- Inform the School regularly and clearly about the evolution of each case, including estimated risks and costs.
- assume the defence of the interests of the School in lawsuits, administrative proceedings and legal proceedings related to school activity, when the School decides to submit such matters to its intervention.

To ensure professional, confidential and ethical treatment of the legal profession in Belgium.

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<sup>1</sup> Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast), amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

### 1.4.2. Technical description

The successful bidder must:

- a. To advise and represent the European School of Mol in **judicial and public/administrative proceedings** of a civil and/or labour nature that the School decides to submit to its intervention.
- b. To draft legal documents, responses, appeals, reports and allegations, in accordance with procedural deadlines and Belgian regulations.
- c. To report in writing on the **procedural** strategy, legal risks, possible costs and out-of-court settlement alternatives, where appropriate.

The service shall include, at least:

- a. Initial analysis of each case, with a proposal for a strategy and estimation of times and costs.
- b. Preparation and monitoring of timetables per case, with indication of relevant procedural milestones.
- c. Presentation of periodic reports (quarterly or at the end of each relevant phase) on the status of the assigned cases.

The awarded lawyer must respond to **urgent queries** within a maximum period of **twenty-four (24) to forty-eight (48) hours**, except for justified reasons and communicated to the School.

The service shall be provided **with respect for neutrality, equal treatment and non-discrimination**, and shall be in accordance with the ethical principles of the legal profession in Belgium.

#### 1.4.2.1. Languages and communication

The contractor shall ensure fluid communication with the European School of Mol in at least **English and Dutch**.

All **pleadings and official proceedings** before the courts of Antwerp's jurisdiction shall be lodged in **Dutch**, in accordance with Belgian procedural law, unless there is a legal exception or express provision permitting this.

**Written internal communications** between the school and the lawyer (emails, reports, notes) may be made in **English, Dutch or French**, as agreed in each case.

#### 1.4.2.2. Timetables and availability

The contractor shall ensure **availability during normal working hours** (Monday to Friday, excluding Belgian holidays) for the handling of telephone or e-mail enquiries.

For **hearings, trials or other procedural acts** in courts, the successful bidder must attend personally or delegate an equally qualified professional, notifying the school of the delegation with reasonable notice.

The contractor must inform of any **period of absence** (vacations, sick leave, etc.) at least **fifteen (15) days in advance**, indicating the person who will assume the replacement and their contact details.

#### **1.4.2.3. Management of files and documentation**

The contractor must maintain an **organized system of filing and management of files**, which allows the clear follow-up of each case, its procedural status and communications with the School.

Where the Contracting Authority requests supporting evidence in relation to declarations or statements submitted by a Tenderer, the Tenderer shall provide such evidence within five (5) working days from the date of the request, unless the Contracting Authority grants an extension for duly justified reasons.

Failure to provide the requested evidence within the time limit set shall result in rejection of the tender or, where applicable, exclusion of the Tenderer from the procedure.

The documentation generated within the framework of the contract must be made available to the European School of Mol in electronic format (PDF or other standard format), at the end of each case or upon express request.

The contractor shall ensure **information security** and compliance with **EU data protection regulations (GDPR)** and applicable Belgian law, including the necessary technical and organisational measures.

To ensure confidentiality, the contractor must issue invoices that include only the case code or number and a breakdown of professional fees, without including references or personal information. However, a separate document detailing the referenced case must be sent, via email in pdf, to [mol-director@eursc.eu](mailto:mol-director@eursc.eu) as an attachment to the invoice.

#### **1.4.2.4. Substitution and Handover of Files**

The Contractor shall ensure continuity of service in the event of absence, incapacity or replacement of the lawyer(s) primarily assigned to the contract.

Any substitution shall be notified to the Contracting Authority without delay and shall require that the substitute lawyer possesses equivalent professional qualifications and experience.

Upon expiry or termination of the contract, the Contractor shall, at the request of the Contracting Authority, promptly and securely hand over all files, correspondence, procedural documents and work product relating to the services provided, without prejudice to professional secrecy and applicable data protection obligations.

#### **1.4.2.5. Economic valuation and fees**

The tenderer must submit a **detailed economic proposal**, indicating, at least:

- a) Hourly rate or per case of the professionals who will intervene.
- b) Estimated costs by type of procedure (for example: ordinary procedure, mediation, appeal).
- c) Reimbursable expenses (court fees, travel expenses, translations, etc.), with billing criteria.

The European School of Mol may request, in each specific case, a **prior estimate of costs** before authorising the initiation or continuation of an action.

Fees and expenses will be invoiced in a **transparent and periodic** manner, with explicit reference to the actions carried out and the time spent.

#### **1.4.2.6. Conflict of Interest**

The Tenderer shall disclose, at the time of submission of the tender and throughout the performance of the contract, any actual, potential or perceived conflict of interest that may affect, or may reasonably be perceived to affect, the independence, impartiality or proper performance of the services.

The Contracting Authority may require the Tenderer to adopt appropriate mitigation measures, including, where necessary, the setting up of ethical walls, the replacement of specific personnel or the refusal of the assignment concerned.

Failure to disclose a conflict of interest, or the inability to remedy it to the satisfaction of the Contracting Authority, shall constitute grounds for exclusion from the procurement procedure or termination of the contract, as applicable.

#### **1.4.3. Variants: Are variants allowed?**

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

#### **1.4.4. Options: Are additional optional services requested?**

No option is requested. The *Contracting authority* will disregard any option proposed in a tender.

### **1.5. Place of performance: where will the contract be performed?**

The territorial scope of action of the successful bidder will be the **jurisdiction of Antwerp**, in accordance with the territoriality of judicial and administrative bodies in Belgium.

The contractor must prove the **status of a lawyer authorized to practice** in that jurisdiction and be registered in the **Belgian register of lawyers (Federale Orde van Advocaten / Ordre des Barreaux fédéraux)**.

In the event of additional proceedings before courts of another Belgian jurisdiction, the contractor may intervene only if he has the necessary authorization or if the School expressly authorizes it, by means of documentary justification.

### **1.6. Nature of the contract: how will the contract be implemented?**

The procedure will result in the conclusion of a framework contract

A framework contract establishes a mechanism for future repetitive purchases by the Contracting authority to be awarded in the form of specific contracts. The signature of a framework contract does not impose an obligation on the Contracting authority to conclude specific contracts with a framework contractor.]

The framework contract will be concluded with one contractor. Specific contracts shall be awarded on the basis of the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in Article I.4.3 of the Draft contract.

☞ Tenderers need to take full account of the provisions of the Draft contract as the latter will define and govern the contractual relationship(s) to be established between the Contracting authority and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

By submitting a tender, the tenderer also accepts all the terms and conditions set out in the draft contract annexed to these specifications. The successful tenderer of the contract may no longer request an adaptation of any clause whatsoever.

### **1.7. Volume and value of the contract: how much do we plan to buy?**

An indicative estimate of the volumes to be ordered over the whole duration of the framework contract is **60.000EUR**. These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities which the Contracting authority will order through specific contracts. In any case the framework contract ceiling, i.e. the maximum amount to be spent under the framework contract, shall not be exceeded.

**The contract shall automatically terminate if this maximum amount is reached, without notice or compensation, unless an addendum has been previously signed by both parties.**

**If the total amount is reached for a lot, no more orders may be placed under the said lot, without notice or compensation, unless an addendum has been previously signed by both parties.**

### **1.8. Duration of the contract: how long do we plan to use the contract?**

The contract or purchase order resulting from the award of this procurement will be concluded for **24 months tacitly renewable 1 time** for successive periods of 24 months, i.e., **48 months maximum**, unless one of the parties receives formal notification to the contrary at least three months before the end of the current duration.

#### **1.8.1. Continuity of legal services and budgetary treatment of ongoing cases.**

1. Where, on the date of expiry of the contract, judicial, administrative or arbitral proceedings are pending before the Courts of the European Union, Belgian courts or any other competent judicial body, in which the Contractor has assumed the defence or representation of the European School under this contract, the Contractor shall continue to provide the necessary services until the final conclusion of those proceedings, including, where applicable, all instances, appeals and enforcement phases.
2. Such extension shall be regarded as **a functional prolongation** limited exclusively to the specific cases entrusted to the Contractor under this contract and shall not imply a general renewal of the contract or the assumption of new matters.

3. The budgetary treatment of the extension of these services shall be carried out within the annual budgetary appropriations allocated by the European School for external legal services, in accordance with the applicable Financial Regulation and the rules on the preparation and implementation of the budget adopted by the Admin Board.

Where the duration of the proceedings requires the use of appropriations in a financial year subsequent to the year of the initial contract award, the European School shall ensure budgetary coverage by applying the mechanisms for charging to subsequent financial years provided for in the Financial Regulation, to the extent compatible with the annual and multi-annual budgetary planning.

4. The economic conditions applicable to this continuity shall be, in principle, those laid down in the contract and the tender specifications, unless the specifications expressly provide for a specific remuneration regime or establish a maximum time and financial limit for such cases.
5. The purpose of this provision is to ensure the proper defence of the European School's interests, continuity and consistency in its legal strategy, and the protection of legal certainty for the interests concerned, in conformity with the requirements of Union law and with Belgian law applicable to legal representation, as well as with the principle of sound financial management underlying the Financial Regulation.
6. The Contractor undertakes to inform the European School in writing, at least 1 month before the expiry of the contract, of all cases pending which require its continued involvement, so that the European School may assess the need for prolongation or reassignment of representation and plan the availability of budgetary appropriations, while fully respecting the principle of the free choice of legal representative and the confidentiality inherent in the lawyer-client relationship.

## 2. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement;
- 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 defined in the Tender specifications;
- Evaluation of tenders on the basis of the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation.

The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the Contracting authority during the procedure.

For the purposes of the evaluation related to exclusion and selection criteria the Contracting authority may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

### 2.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour in the model annexed. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations. The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the Contracting authority<sup>2</sup>.

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<sup>2</sup> The obligation to provide the supporting evidence will be waived in the following situations:

- if such evidence can be accessed by the Contracting Authority on a national database free of charge, in which case the economic operator shall provide the Contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

⚠ Please note that a request for evidence in no way implies that the tenderer has been successful.

## 2.2. Selection criteria

The Evaluation Committee shall assess tenders on the basis of the the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this procurement, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tender the model Declaration on Honour annexed shall be used. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The subsections below specify which selection criteria evidence must be provided with the tender, or may be requested later at any time during the procurement procedure<sup>3</sup>.

⚠ Please note that a request for evidence in no way implies that the tenderer has been successful.

### 2.2.1. Legal and regulatory capacity

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the services subject to this procurement.

The legal and regulatory capacity shall be proven by the evidence listed below:

- a) Be **registered in good standing with the Belgian Bar Register** (Ordre des Barreaux fédéraux / Federale Orde van Advocaten) and authorised to practise in the jurisdiction of Antwerp. Or have a **valid collegiate number** and, in the case of companies or law firms, have at least one partner or lawyer dedicated to the service who also meets this requirement.
- b) Not be subject to **serious disciplinary sanctions** by the Belgian Bar Association in the last 5 years.
- c) Agree to apply the **principles of equality, non-discrimination and confidentiality** set out in the School's regulations and data protection legislation (GDPR/applicable Belgian law)

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<sup>3</sup> The obligation to provide the supporting evidence will be waived in the following situations if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

### 2.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
<b>Minimum level of capacity</b>	Not be subject to insolvency, bankruptcy or prohibition of contracting with public entities, or not subjection to sanction by the Belgian lawyers' disciplinary authority within the last five (5) years.
<b>Evidence</b>	Public attestation form the fiscality public service ( <b>Attest van schuldtoestand</b> )

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☞ All of the above specified evidence of economic and financial capacity must be provided with the tender.

### 2.2.3. Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1	
The tenderer must prove experience, means and organization	
<b>Minimum level of capacity</b>	<p><b>1. <u>Specific experience</u></b></p> <p>1.1. Have <b>at least 3 years of accredited experience</b> in procedural practice in civil and/or labour matters, public /administrative in the Belgian (depending on the scope of the contract) in Belgian courts, preferably in the jurisdiction of Antwerp, but also in the European environment.</p> <p><b>2. <u>Means and organisation</u></b></p> <p>2.1. Have an <b>organizational structure</b> in place to ensure sufficient dedication to the service (e.g., number of lawyers, secretariat, case management system, and hours of operation).</p>

☞ All of the above specified evidence of technical and professional capacity must be provided with the tender.

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☞ Involved entities must not be subject to conflicting interests which may negatively affect the contract performance. Where the Contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour.

### 2.3. Compliance with the minimum requirements of the Tender specifications

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the documents for this call for tender. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact that tenders must comply with applicable data protection, 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.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any, limitations, conditions, or reservations on the part of a tenderer and not be the subject of any negotiation initiated by the contracting authority.

🚫 **Tenders that are not compliant with the applicable minimum requirements shall be rejected** due to irregularity.

### 2.4. Award criteria

Tenders, will be evaluated based on the following award criteria and their weighting:

CRITERIA	WEIGHT	EVALUATION SYSTEM
<b>Cr.1: Proposed Methodology and organization of the service</b>	<b>30,00%</b>	Valuation through the application of value judgments.
<b>Cr.2: Professional Expertise</b>	<b>10,00%</b>	Through the automatic application of mathematical formulas.
<b>Cr.3. Prices</b>	<b>60,00%</b>	Through the automatic application of mathematical formula

<b>C1.- PROPOSED METHODOLOGY AND ORGANIZATION OF THE SERVICE</b>	<b>WEIGHT</b>
<p>Each tenderer will send a <b>technical proposition</b>, and the evaluation committee will score by applying value judgments, about the:</p> <ol style="list-style-type: none"> <li>1) <b>Dedicated team structure:</b> Max. 10,00 points Number and variety of specializations and staff of the law firm, qualifications, years of experience, languages, etc.</li> <li>2) <b>Methodology and work plan:</b> Max. 10,00 points</li> <li>3) <b>Case management tools:</b> Max. 5,00 points Software and databases on legislation, jurisprudence, document production and archiving, etc.</li> <li>4) <b>Communication protocols:</b> Max. 2,50 points Example of a report in English: structure, linguistic clarity, conciseness and relevance to the topic</li> <li>5) <b>Hours of operation</b> (Hours of availability for in-person or online meetings): Max. 2,50 points</li> </ol>	<b>30,00%</b>

The technical proposition <b>may not exceed 15 pages:</b> Arial font, size 11, single-spaced, including the index, cover and back cover. Those who do not submit the technical proposal will receive 0,00 points.	
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<b>C2: PROFESSIONAL EXPERTISE.</b>	
<p>Years of accredited experience in procedural practice in Belgian courts, preferably in the jurisdiction of Antwerp, for the head of the law firm / partner-in-charge, or firm director (<b>only one person, the most experienced</b>) in</p> <ul style="list-style-type: none"> <li>- <b>Laboral law:</b> Max 6,00 points</li> <li>- <b>Public/Administrative and procedural law:</b> Max 2,50 points</li> <li>- <b>Insurances claims and liability matters:</b> Max: 1,50 points</li> </ul> <p>Professional experience shall be evidenced by documents demonstrating the nature, duration and relevance of the professional practice in the relevant field, including but not limited to employment certificates, certificates of services rendered, contracts, client references, appointment letters, and, where applicable, registration documents or equivalent professional records.</p> <p>Only experience effectively exercised in procedural practice before Belgian courts shall be taken into account.</p>	<b>10,00%</b>
$Score = max. number of points \times \left( \frac{Offer\ considered}{Best\ Offer} \right)$	

<b>C.3. PRICES</b>	
<p>a. <b>Hourly rate per case of the professionals who will intervene.</b> Max. 33,00 points.</p> <p>b. <b>Estimated fee by type of procedure, including telephone, fax and copies, etc.:</b></p> <ul style="list-style-type: none"> <li>- <b>Appeal:</b> Max. 12,75 points</li> <li>- <b>Ordinary procedure:</b> Max. 7,50 points</li> <li>- <b>Mediation:</b> Max. 5,50 points</li> </ul> <p>b) <b>Reimbursable expenses with billing criteria:</b></p> <ul style="list-style-type: none"> <li>- <b>Drafting citations/requests/conclusions:</b> Price per page. Max. 0,65 points</li> <li>- <b>Travel expenses: Price per km</b> Max. 0,30 points</li> <li>- <b>Per letter:</b> Max. 0,20 points</li> <li>- <b>Per email:</b> Max. 0,10 points</li> </ul>	<b>60,00%</b>
$Score = max. points \times \left( \frac{Best\ Offer}{Offer\ considered} \right)$	

## 2.5. Abnormally low tenders

If the price proposed in the tender appears to be abnormally low (Greater than 25% of the arithmetic average of all the offers received and accepted), the Contracting authority may reject the tender under the conditions set out in point 23 of Annex 1.6 to the EU Financial Regulation.

Where, on the basis of the parameters established in the award criteria, a tender is identified as abnormally low, the tenderer concerned shall be granted a period of five working days to submit appropriate justifications demonstrating the feasibility of its offer under the proposed conditions.

Upon receipt of such justifications, the Evaluation Committee shall request a detailed technical assessment, typically from the official(s) responsible for drafting the technical specifications, the project documentation, or the economic analysis of the contract, or jointly from all of them, in order to thoroughly examine the grounds invoked by the tenderer in support of its pricing.

In light of the explanations provided by the tenderers whose bids have been classified as abnormally low, together with the corresponding technical assessment, the Evaluation Committee shall submit a reasoned recommendation to the contracting authority regarding the acceptance or rejection of the tender.

In light of the justifications from the contractors whose bids have been classified as disproportionate and the technical report analysing them, the Evaluation Committee will make a reasoned recommendation to the contracting authority regarding the acceptance or exclusion of the bid.

## 2.6. Tie-breaking Criteria.

In the event that two or more tenderers obtain an identical total score, the ranking shall be determined by applying the following tie-breaking criteria in hierarchical order:

1. **First instance:** priority shall be given to the tenderer obtaining the highest score under **Criterion 3**;
2. **Second instance:** if the tie persists, priority shall be given to the tenderer obtaining the highest score under **Criterion 1**;
3. **Third instance:** if the tie still persists, priority shall be given to the tenderer obtaining the highest score under **Criterion 2**.

## 2.7. Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:  $C1 + C2 + C3$ .

☞ The contract shall be awarded to the tender ranked first, which complies with the Tender Specifications and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

### **3. FORM AND CONTENT OF THE TENDER**

#### **3.1. Form of the tender: how to submit the tender?**

Tenders are to be submitted according to the instructions laid down in the Invitation to tender letter.

⚠ Make sure you prepare and submit your tender early enough to ensure it is received within the deadline specified to submit an offer in the invitation. A tender received after this deadline will be automatically rejected due to irregularity.

#### 4. PROCESSING OF PERSONAL DATA

Any personal data included in or relating to the TENDER, including its implementation, shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Such data shall be processed solely for the purposes of the monitoring of the tender by the data controller.

Tenderers or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Regulation (EU) 2016/679, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should tenderers or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller: the Director of the European School Mol.

They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data can be requested to the data controller.

##### **LIST OF ANNEXES:**

The following documents are attached to this specification and form an integral part of this specification:

- Annex 1: Tenderer's entity form
- Annex 2: Declaration of the honour related to the exclusion and selection criteria
- Annex 3: Technical offer ( Max 15 pages)
- Annex 4: Professional expertise and Financial offer
- [Annexe- 5: Any other useful document]