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Directorate-General for Infrastructure and Logistics
Directorate C – Resources
L-2929 LUXEMBOURG

CONTRACTS AND PROCUREMENT UNIT

SPECIFICATIONS

INVITATION TO TENDER 06B30/2017/M004

Supply of promotional objects

Open procedure

1. INTRODUCTION

These specifications are an integral part of the documents drawn up for the call to tender for the contract referred to. The documents relating to the invitation to tender comprise:

- a letter of invitation to tender;
- conditions for submitting a tender;
- specifications and the annexes thereto;
- and a model contract and the annexes thereto.

These specifications are supplemented by the following annexes, which are an integral part thereof:

- Annex I: Technical specifications
- Annex II: The European Parliament's environmental policy
- Annex III: Declaration on the tenderer's honour concerning the exclusion and the selection criteria
- Annex IV: Financial identification form - supplier
- Annex V: Information sheet concerning groups of economic operators
- Annex VI: Declaration concerning subcontractors
- Annex VII: Financial data sheet
- Annex VIII: Label to be affixed to the outer and inner envelopes when a tender is sent
- Annex IX: The tenderer's undertaking
- Annexe X: Price schedule

PART I – GENERAL INFORMATION

2. SUBJECT OF THE CONTRACT

In accordance with the provisions of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the European Union, as amended by Regulation (EU, EURATOM) 2015/1929 of the European Parliament and the Council of 28 October 2015, and the Commission Delegated Regulation (EU) No 2015/2462 of 30 October 2015 modifying Delegated Regulation (EU) No 1268/2012 on the Rules of Application for the Financial Regulation (EU, Euratom) 966/2012, of the European Parliament and of the Council on the financial rules applicable to the general budget of the European Union, the European Parliament has chosen to initiate this invitation to tender for the purposes of the signature of a framework contract on the supply of promotional objects.

3. DESCRIPTION, PURPOSE AND ESTIMATED VALUE OF THE CONTRACT

The contract concerns the supply of promotional objects to be used in the various functions and events organised by the European Parliament in Brussels, Luxembourg and Strasbourg.

Tenderers must provide a ‘basket’ of products, as described in the technical specifications annexed to this document, which the European Parliament regularly uses during its functions, as well as a catalogue from which the European Parliament can choose other products on occasion.

The length of the contract is a total of 48 months (annual contract renewable three times) from the date that the framework contract is signed. Performance of the contract shall not begin until the framework contract is signed. Any renewal of the contract shall take place in accordance with the terms laid down in the contract.

The total approximate value of the contract over the four years is EUR 250 000 (EUR 62 500 per year).

4. PARTICIPATION IN THE TENDER PROCEDURE

Participation in this invitation-to-tender procedure is open on the same terms to all natural or legal persons and public entities in a European Union Member State and to all natural and legal persons and public entities of a third country which has concluded a specific public-procurement agreement with the European Union giving them access to the contract which is the subject of this invitation to tender and on the terms laid down by that agreement.

In order to ascertain the eligibility of tenderers, they must indicate in their tenders the country in which they have their registered office or in which they are domiciled. They must also submit the evidence required under their national law or other, equivalent proof enabling the European Parliament to check where they come from.

5. GROUPS OF ECONOMIC OPERATORS

If the tender is submitted by a group of economic operators, Annex V must be completed and included with it.

Groups of economic operators may submit a tender. The European Parliament reserves the right to require the group selected to have a given legal form if this is necessary for the proper performance of the contract. This requirement may be communicated by the European Parliament at any time during the contract award procedure, but at all events before the contract is signed.

The group of economic operators shall provide proof of its legal form by the time the contract - if awarded to it - is signed. This may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the European Parliament's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary partnership);
- the signature by all the partners of a type of 'power of attorney' or equivalent document confirming a form of cooperation.

The consortium's actual status shall be established by any document or agreement signed by the members of the consortium, which shall be appended to the tender.

Those documents or agreements may exceptionally be modified and/or submitted after the time limit for submission of a tender, but under no circumstances after the outcome of the invitation to tender has been communicated to the tenderers concerned. The European Parliament reserves the right to reject a tender if the terms of agreements between the members of a consortium are modified during the procedure, if those terms make no provision for the joint and several liability of the consortium's members or if no agreement with legal force has been submitted with the tender.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties' joint and several liability and are compatible with performance of the contract. At all events, it should be noted that, in the contract to be signed with the consortium, the European Parliament will refer expressly to the existence of such joint and several liability. In addition, it reserves the right to require, contractually, the appointment of an authorised representative who may represent the members and who is empowered, *inter alia*, to issue invoices on behalf of the other members.

Tenders from groups of economic operators must specify the role, qualifications and experience of each of the members of the group. The tender shall be submitted jointly by the economic operators, who shall also assume joint and several liability for the tender submission.

In the case of a consortium of economic operators, each member shall furnish proof of right of access to the contract (eligibility), as well as proof concerning compliance with the exclusion and selection criteria. With regard to the selection criteria, the European Parliament may rely on the capacity of the other members of the group in order to establish whether the tenderer will have the resources needed to perform the contract. In this case an undertaking shall be

required from those members stating that they will make available to the other members the resources needed to perform the contract.

6. SUBCONTRACTING

Subcontracting is permitted.

If the tenderer uses subcontractors, both documents of Annex VI must be completed and included with the tender.

The tender shall give details, as far as possible, of that part of the contract which the tenderer proposes to subcontract and the identity of the subcontractors. During the contract award procedure or performance of the contract the European Parliament reserves the right to require tenderers to supply information about the financial, economic, technical and professional capacity of the proposed subcontractor(s). Likewise, the European Parliament may demand the proof necessary to establish whether the subcontractors comply with the requisite exclusion criteria. Tenderers are hereby informed that proposed subcontractors may not be in one of the situations described in Articles 106, 107 and 108 of the Financial Regulation, which entail exclusion from participation in a contract issued by the European Union.

The European Parliament shall verify whether the envisaged subcontractors, when subcontracting represents a significant part of the contract (more than 20%), fulfil the relevant selection criteria.

The European Parliament is entitled to reject any subcontractor who does not comply with the exclusion and/or selection criteria (see points 13 and 14 respectively).

Furthermore, the European Parliament must be informed by the Contractor of any subsequent use of subcontracting not provided for in the tender. The authorising officer responsible reserves the right to accept or reject the proposed subcontractor. Accordingly, it may demand the proof necessary to establish whether a subcontractor complies with the requisite criteria. The European Parliament's authorisation will always be granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in its tender, this equates to giving consent for the subcontracting.

7. VARIANTS

Variants are not permitted.

8. PRICES

Prices shall be open to revision in accordance with the terms set out in the framework contract, a project of which is a part of the tender documents.

Pursuant to Article 3 of the Protocol on the privileges and immunities of the European Union, the price quotation shall be submitted excluding VAT and other equivalent indirect taxes.

The price quoted must be all-inclusive and expressed in euros, including for countries which are not part of the euro zone. For tenderers in those countries, the amount of the tender may

not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and accept the risks or the benefits deriving from any variation.

9. FINANCIAL GUARANTEES

Not applicable.

10. ENVIRONMENTAL ASPECTS

The European Parliament's environmental policy

Tenderers shall undertake to comply with the environmental legislation in force in the field of the contract, should it be awarded to them. It should be noted in this connection that the European Parliament applies the EMAS environmental management system in accordance with Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009. Information on this subject is provided by the authorising department in Annex II of this specification. The successful tenderer will be required to ensure that the information provided by the European Parliament on the EMAS programme in general, and more specifically on the implementation of environmental measures in practice, is known by all its staff working for the European Parliament. At the European Parliament's request the successful tenderer may be required to certify that anyone assigned to work under the contract has received the appropriate professional training required (technical, safety and environmental training) concerning compliance with safety rules and correct handling of the equipment and products to be used, including action to be taken in the event of incorrect handling or any other incidents. Upon request the successful tenderer will also supply the requisite information for European Parliament staff on the environmental measures to be taken with regard to the products used in connection with performance of the contract.

11. POLICY ON THE PROMOTION OF EQUAL OPPORTUNITIES

Tenderers shall undertake to observe a policy on the promotion of equality and diversity in the performance of the contract, should it be awarded to them, by applying the principles of non-discrimination and equality set out in the European Union treaties in full and in their entirety. More particularly, the tenderer awarded the contract shall undertake to establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, based on three main elements:

- equality between men and women;
- employment and integration of disabled persons;
- the removal of all obstacles to recruitment and all potential discrimination based on gender, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

12. PERFORMANCE OF THE FRAMEWORK CONTRACT

The subject of this public procurement contract shall be performed using a framework contract. The quantities referred to in the tendering documents (in particular in the price schedule) are given for information only. The list of the products of the 'basket' and the quantities by product in the price schedule shall allow the European Parliament to compare tenders according to price criteria on the basis of a model of estimated consumption. Quantities actually ordered could

either exceed or fall below the aforementioned model of estimated consumption. The successful tenderer cannot claim that a maximum or minimum order has been made and by submitting a tender commits itself to fulfilling the actual orders corresponding to Parliament's needs.

The framework-contract shall be performed through purchase orders which will be addressed to the contracting party.

PART II – EXCLUSION, SELECTION AND AWARD CRITERIA

13. EXCLUSION CRITERIA

The full texts of Articles 106, 107 and 108 of the Financial Regulation on exclusion criteria and their application are available in the Official Journal of the European Union, No L 286 published on 30 October 2015, pages 1-29.

Article 106 of the Financial Regulation (extracts): only points 1, 4, 7 and 8 of Article 106 have been reproduced.

1. The contracting authority shall exclude an economic operator from participation in procurement procedures covered by this regulation in the following cases:
 - a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
 - b) it has been established by a final judgment or a final administrative decision that the economic operator 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 in which the contract will be performed;
 - c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator 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 economic operators 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 procurement procedure;

- v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- d) it has been established by a final judgment that the economic operator is guilty of any 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 1995¹;
 - ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997², and in Article 2(1) of Council Framework Decision 2003/568/JHA³, as well as corruption as defined in the law of the country where the contracting authority is located, the country in which the economic operator 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/JHA⁴;
 - iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council⁵;
 - v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA⁶ respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
 - vi) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council⁷;
- e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the 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) where a definitive judgment or administrative decision has found that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95⁸.

¹ OJ C 316, 27.11.1995, p. 48

² OJ C 195, 25.6.1997, p. 1

³ Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54).

⁴ Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

⁵ Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

⁶ Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3).

⁷ Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

⁸ Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3).

4. The contracting authority will exclude an economic operator where a person who is a member of the economic operator's administrative, management or supervisory bodies, or has powers of representation, decision-making, or control over whether or not the said economic operator, is in one or more of the situations referred to in paragraph 1, points c) to f). The contracting authority shall also exclude an economic operator where a natural or legal person who is unconditionally liable for the said economic operator's debts is in one or more of the situations referred to in paragraph 1, point a) or b).

7. The contracting authority (...) shall not exclude an economic operator from participating in a procurement procedure where:
 - a) the economic operator has taken remedial measures specified in paragraph 8 of this Article, thus demonstrating its reliability. This option shall not apply in the case referred to in paragraph 1, point d), of this article;
 - b) where it is essential to ensure continuity of service, for a limited period and pending the adoption of the corrective measures set out in paragraph 8 of this article;
 - c) such an exclusion would be disproportionate (...).

Furthermore, point a) of paragraph 1 of this article shall not apply in the case of the purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities or the liquidators in an insolvency procedure, an arrangement with creditors, or a similar procedure under national law.

(...)

8. The measures referred to in paragraph 7, which remedy the exclusion situation may include, in particular:
 - a) measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business area of the economic operator, appropriate to correct the conduct and prevent its further occurrence;
 - b) proof that the economic operator has undertaken measures to compensate or redress the damage or harm caused to the Union's financial interests by the underlying facts giving rise to the exclusion situation;
 - c) proof that the economic operator has paid or secured the payment of any fine imposed by the competent authority or of any taxes or social security contributions referred to in point (b) of paragraph 1.

Article 107 of the Financial Regulation (extracts): only points 1 and 2 of Article 107 have been reproduced.

Rejection from a given procurement procedure

1. The contracting authority shall not award a contract for a given procurement procedure to an economic operator who:
 - a) is in a situation of exclusion pursuant to Article 106;
 - b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
 - c) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.
2. Before deciding to exclude an economic operator's application for a given procurement procedure, the contracting authority shall allow the operator to submit its comments, except if the exclusion has been made on the grounds of paragraph 1), point a), by an exclusion decision taken against the economic operator after examination of the observations made.

The tenderer is invited to complete, date and sign the 'declaration on honour' which is set out in the 'undertaking document'.

Evaluation of the exclusion criteria

1. All tenderers must submit the declaration on honour, duly dated and signed, which is set out in the 'undertaking document'.
2. The tenderer to whom the contract is to be awarded shall be required, within 10 calendar days of the date of notification of the provisional award of the contract and before the contract is signed, to supply the following documentary evidence:
 - a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in its country of establishment showing that the economic operator to whom the contract is to be awarded is not in one of the situations referred to in Article 106(1)(a), (c), (d) or (f) of the Financial Regulation. In case of uncertainty, the same applies for the persons mentioned in Article 106(4);
 - a recent certificate issued by the competent authority of the State concerned proving that the tenderer is not in the situation referred to in Article 106(1)(a) and (b) of the Financial Regulation;
 - where the documents or certificates referred to above are not issued in the country concerned, and in respect of the other exclusion situations referred to in Article 106 of the Financial Regulation, they may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in the country in which it is established;

The tenderer to which the contract is awarded shall be exempted from the obligation to submit the documentary evidence referred to in paragraph 2 if the tenderer is an international organisation, if it can be accessed free of charge through a national database or if such evidence has already been submitted for the purpose of another European Parliament tender procurement procedure and provided that the documents in question were not issued more than one year prior to the award of this contract and are still valid. In such cases, tenderers shall attest on their honour that the supporting documents have already

been provided in a previous procurement procedure, which they shall identify, and that no changes in their situation have occurred, or provide means of accessing the database from which the documents can be obtained.

14. SELECTION CRITERIA

To satisfy the selection criteria, tenderers must hold the necessary authorisations and must have sufficient economic and financial capacity, and technical and professional capacity, as well as sufficient experience in the field of the contract, to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and scale. To satisfy the selection criteria, tenderers may rely on third-party capacities, including those of subcontractors or, where necessary, members of the consortium.

14.1. Legal and regulatory capacity

The tenderer shall enrol in a relevant professional or trade register, except for international organisations.

Each member of a consortium of economic operators shall provide proof of its legal and regulatory capacity.

In case of subcontracting, the same justification is required by the European Parliament for all subcontractors.

14.2. Financial and economic capacity

Tenderers shall have sufficient economic and financial resources to enable them to perform the contract in compliance with the contractual provisions, given the value and scope thereof. If, on the basis of the information supplied by the tenderer, the European Parliament has doubts about a tenderer's financial resources, or if these are insufficient for performance of the contract, the tender may be rejected without the tenderer being entitled to claim any financial compensation.

For the contract which is the subject of this invitation to tender, the European Parliament requires tenderers to provide evidence that in the two years preceding the date on which the contract notice was published it had an annual turnover of at least EUR 100 000 in the field covered by the contract.

Financial and economic capacity will be assessed on the basis of the information included in the following documents, to be supplied by tenderers:

- the financial information sheet in Annex VII to the specifications for the last two (2) years for which accounts have been closed;
- evidence of professional risk indemnity insurance.

If tenderers are unable to provide the references requested, they may prove their economic and financial capacity by any other document which the European Parliament considers appropriate.

The tenderer may also rely on the capacity of other entities, irrespective of the legal nature of the links between it and those entities. In that case, it must prove to the European Parliament that it will have the resources needed to perform the contract, for instance by providing an assurance of the undertaking by those entities to make them available to it. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's financial capacity. Parliament may require the tenderer and those other entities to be jointly liable for performance of the contract.

On the same basis, a consortium of economic operators may rely on the capacity of members of the group or of other entities.

Tenderers may also rely on the economic capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

14.3. Technical and professional capacity

Tenderers must have sufficient technical and professional capacity to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and scale. If, in the light of the information supplied by the tenderer, the European Parliament has doubts about a tenderer's technical and professional capacity, or if it is clearly insufficient for performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

The tenderer may also rely on the capacity of other entities, irrespective of the legal nature of the links between him and those entities. In that case, the tenderer must prove to the European Parliament that it will have the resources needed to perform the contract, for instance by providing an assurance of the undertaking by those entities to make them available to him. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's professional and/or technical capacity.

At all events, tenderers may always rely on the economic capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

If it establishes that a tenderer faces a conflict of interest which could affect the performance of the contract, the European Parliament may conclude that the tenderer is not of the calibre required to perform the contract. In this case, the tenderer will provide (possibly via an internet link) a description of the structure to which the tenderer (and its subcontractors with a market

share of more than 20%) belongs: (associates or shareholders, subsidiaries, groups), names of members, its statutory bodies and its leaders. In case of an award, the European Parliament must be kept informed of any changes.

Only when your tender is selected, you shall provide the following evidence before signing the contract:

- a copy of the entry in the appropriate trade register or commercial register,
- evidence of professional risk indemnity insurance.

15. AWARD CRITERIA

The contract shall be awarded to the lowest-priced tender among the tenders that are admissible and comply with the specifications. The tenders shall be compared on the basis of the fixed total price indicated at the bottom of the price schedule.

If the samples and the detailed technical data provided under the provisions in the ‘conditions for submitting an offer’ document do not comply with the technical characteristics regarding the dimensions, materials, descriptions and the logo printing techniques as defined under the provisions in the ‘technical specifications’ document annexed to the tender specification, the bid will be deemed non-compliant and will be rejected.

You are expressly reminded that the quantities in the price schedule are given as examples and are only used to assess the value of the bid in order to award the contract.

Those quantities do not in any way commit the European Parliament with regard to the quantities which will actually be ordered during the performance of the contract.

Annex I: Technical specifications

I. Subject of the contract

The purpose of this contract is to purchase promotional objects of a very high quality, such as personalised T-shirts, pens, flash drives, etc.

The objects are to be used during the various events or functions which take place at the European Parliament. This contract will potentially lead to the order of several lots with different themes and logos throughout the duration of the contract.

By way of example, during recycling week, the EMAS puts forward a series of promotional objects, such as heart-shaped stress balls, personalised flash drives, cloth bags, etc.

II. Catalogue and products required

In order to be able to present an offer, you must have a catalogue of products with a sufficient range to meet the requirements. The list below details the types of products ordered in the past that are likely to be ordered in the future. This lists gives an idea of the approximate size of the order and therefore the expected range of your catalogue:

Personalised pens, calculators, various notepads, flash drives, polos, T-shirts, conference bags, heart-shaped stress balls, mugs, bags, flashing light key rings, ponchos, umbrellas, telescopic badge-holders, post-its, pencils, etc.

Please suggest products which meet the minimum quality requirements.

III. Basket of products

In order to verify that the products suggested comply with requirements, a basket of personalised products must be presented. The products in question shall ideally be personalised with the logo, preferably of the European Parliament (printed in three colours), which is available on demand, or on the European Parliament website at the following address:

<http://www.europarl.europa.eu/downloadcentre/en/visual-identity/mute-logo>

A guide for using the logo is also available on demand, or at the following address:

http://www.europarl.europa.eu/downloadcentre/sites/europarl.europa.eu/downloadcentre/files/rte/EP%20logo%20guidelines%2013_04_15.pdf

The samples with the logo other than of the European Parliament will be also accepted.

The tenderer chosen to perform this contract will have to provide the full range and all categories of personalised promotional objects, and be able to apply all the printing and personalisation techniques adapted to these objects (screen printing, pad printing, sublimation, four-colour printing, doming, laser etching, digital transfer, reflective printing, embroidery, etc.).

The tenderers' attention is drawn to the fact that any sample (submitted with the offer) whose logo could be easily removed will be considered as non-compliant and will lead to the elimination of the tender.

It should be noted that all samples requested and compliant with the requirements of the specifications (including the appropriate marking) must be supplied together with a tender. Subsequent shipment or change of samples not being possible, the tender must be complete.

Tenderers must provide a detailed description of each product listed below with supporting photographs and, where applicable, samples (see last column of table). The characteristics of the products in the basket must be respected under the penalty of non-compliance of the offer. The color of the items proposed and the samples sent should ideally correspond to that required in the table. An article or a sample of a different color will however be accepted and considered as compliant under the explicit condition that the catalog mentions that it can be delivered in the required color.

The offer shall mention all available colours for each item.

BASKET OF PRODUCTS

POS.	OBJECT	DIMENSIONS	COLOUR	MATERIALS	DESCRIPTION	LOGO	SAMPLE REQUIRED
1.	Flash drive 2.0 - 8 Gb	~ 54 x 19 x 10 mm	Blue	Bioplastic or recycled plastic with aluminium protection.	Twister doming key ring	Logo four colours	NO
2.	Flash drive 2.0 - 4 Gb	~ 62 x 28 x 10 mm	Natural wood	- FSC certified hard wood, PEFC or equivalent (visible label) or bamboo	With magnetic closure With fixing ring on a key ring	Laser printed	NO
3.	Shopping bag	~ 40 x 36 cm Pleat 15 cm	White	100% organic cotton (visible label), ~ 200 g/m2		~ 24 x 22 cm Screen printed, one colour	YES
4.	Ballpoint pen	~15 cm	Transparent Blue ink	Recycled plastic	Recycled (min. 75% recycled materials)	Pad printed one colour on the barrel	YES
5.	Heart-shaped stress ball	~ 70 x 60 x 50 mm	Red	Polyurethane foam		~ 30 x 20 mm Pad printed one colour	YES
6.	Mug	Ø 8 cm approx. x h. 10 cm approx. Capacity ~25 cl.	White	Ceramic		Printed with sublimation 360° four colours over the whole surface	YES
7.	Conference bag	~ 37 x 29 x 8 cm	Blue	Polyester	With shoulder strap for computer, a handle, 1 compartment, 1 storage pocket	Printed with sublimation, four colours	YES

8.	T-shirt	Size M	Uni white	100% organic cotton, 180 g/m ² , labeled with the Oeko-tex 100	Short sleeved, Oeko-tex standard 100 on label	~ 10 x 10 cm Screen printed, four colours on top left on the front	YES
9.	Polo	Size M	Uni white	100% organic cotton, 180 g/m ² , labeled with the Oeko-tex 100	Short sleeved, Oeko-tex standard 100 on label	~ 10 x 10 cm Screen printed, four colours on top left on the front	YES
10.	Torch key ring	~ 6 x 3 x 1 cm	Silver	Plastic or other	With 3 white solar-powered LEDs	Digitally printed, four colours	YES
11.	Roller badge holder	Ø30 x 15 mm approx.	Blue	Plastic Metal clip	Plastic holder with snap fastener closing mechanism on a telescopic cord	~ Ø10 mm Logo four colours	NO
12.	Umbrella	~100 cm diameter	Blue	Polyester / metal support and ribs / wooden handle	Eight ribs, automatic opening, non-folding	~200 x 160 mm Screen printed, four colours	NO
13.	Poncho	90 x 120 cm	White opaque	Plastic	With bag	Printed with one colour on the bag	YES
14.	Pencil	~19 cm	Natural wood	FSC certified hard wood, PEFC or equivalent (Logo certification engraved on pencil)	Biodegradable, with eraser	Digitally printed, four colours 360°	YES
15.	Mechanical pencil	~15 cm	At the tenderer's discretion	Recycled plastic	Recycled (min. 75% recycled materials) 0.7 or 0.5 mm lead	Pad printed one colour	YES
16.	Note pads	~ 21 x 15 cm	White	recycled paper	50 pages	Four-colour printing on each page	YES

17.	Note pad (post-it or equivalent)	10 x 7 cm	At the tenderer's discretion	recycled paper Adhesive paper	50 pages	Four-colour printing on each page	YES
18.	Rechargeable pocket torch	~ 9 - 15 x 5 x 3.5 cm	At the tenderer's discretion		Low energy consumption, Environmentally-friendly product, rechargeable through dynamo (wind-up, pressure or other) Three LED lights	Pad printed four colours	YES
19.	Calculator	~10 x 6 x 0.7 cm	At the tenderer's discretion		Solar-powered calculator	Logo four colours	NON
20.	Cap	Size adult, 7.5 cm visor	At the tenderer's discretion	100 % cotton		~10 x 6 cm Transfer printed	NON
21.	Safety vest	Size L or XL	Fluorescent yellow	100 % polyester	Compliant with ISO EN 20471 standard Retro-reflective strips With bag	~ 25 x 15 cm centred on the back ~ 10 x 8 cm on the chest, left side Screen printed, one colour	NON
22.	Lanyard or necklace	Width 1 to 2 cm	At the tenderer's discretion	-	With separator and security clip	Printed with sublimation, four colours on 2 sides	OUI
23.	Power bank min. 2000 mAh	At the tenderer's discretion	Metal box	-		Laser printed	NON
24.	Ruler	~ 3-5 x 30 cm	Natural wood	Wood		Laser printed	OUI

EXAMPLES OF THE BASKET'S PRODUCTS

<p>1. Flash drive 2.0 - 8 Gb</p> 	<p>2. Flash drive 2.0 - 4 Gb</p> 	<p>3. Shopping bag</p> 	<p>4. Ballpoint pen</p> 
<p>5. Heart-shaped stress ball</p> 	<p>6. Mug</p> 	<p>7. Conference bag</p> 	<p>8. T-shirt</p> 
<p>9. Polo</p> 	<p>10. Torch key ring</p> 	<p>11. Roller badge holder</p> 	<p>12. Umbrella</p> 

<p>13. Poncho</p> 	<p>14. Pencil</p> 	<p>15. Mechanical pencil</p> 	<p>16. Note pad</p> 
<p>17. Note pad (post-it or equivalent)</p> 	<p>18. Rechargeable pocket torch</p> 	<p>19. Calculator</p> 	<p>20. Cap</p> 
<p>21. Safety vest</p>  	<p>22. Lanyard or necklace</p> 	<p>23. Power bank 2000 mAh min.</p> 	<p>24. Ruler</p> 

The objects ordered must comply with the quality and safety standards in place in the European Union. The following standards are given as an example:

- 2009/48/EC on the safety of toys;
- 2001/95/EC on general product safety;
- EC/1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH);
- 2006/122/EC relating to restrictions on the marketing and use of certain dangerous substances and preparations (perfluorooctane sulfonates);

and any other more recent European or national regulation/standard, or which is in force when the tender opens, supplementing and/or modifying the above-mentioned directives/standards.

IV. Deadline and place of delivery

The products ordered must be delivered within a maximum of six weeks from the date of receipt of the purchase order.

The products must be delivered to one of the European Parliament's three sites, namely Brussels, Luxembourg and Strasbourg. The site chosen will be specified on the purchase order.

Annex II: The European Parliament's environmental policy



ΒΡΕΤΑΝΙΚΟ ΠΑΡΛΑΜΕΝΤΟ PARLAMENTO EUROPEO EUROPSKÝ PARLAMENT EUROPA-PARLAMENTIT
EUROPAISCHES PARLAMENT EUROOPA PARLAMENT ΕΥΡΩΠΑΪΚΟ ΚΟΙΝΟΒΟΥΛΙΟ EUROPEAN PARLIAMENT
PARLEMENT EUROPÉEN PARLAMENT NA YEUROPA PARLAMENTO EUROPEO EUROPA PARLAMENTIS
EUROPOS PARLAMENTAS EUROPAI PARLAMENT IL PARLAMENT EWROPEO EUROPEES PARLEMENT
PARLAMENT EUROPEJSKI PARLAMENTO EUROPEO PARLAMENTUL EUROPEAN
EUROPSKY PARLAMENT EVROPSKI PARLAMENT EUROOPAN PARLAMENTTI EUROPARLAMENTET

THE EUROPEAN PARLIAMENT'S ENVIRONMENTAL POLICY

The European Parliament recognises that it has a duty to make a positive contribution to sustainable development as a long-term goal, not only through its political role and its role in legislative procedures, but also in the context of how it operates and the decisions that it has to take on a day-to-day basis.

The European Parliament has therefore decided that its Administration will embark on the path of applying the EMAS (Eco-Management and Audit Scheme) standard, with the aim of continually improving its environmental results with regard to activities, products and services.

In doing so the European Parliament hereby undertakes to:

- *reduce carbon dioxide emissions*
- *promote the efficient use of energy, water and paper*
- *introduce best practices with regard to waste management*
- *incorporate environmental guidelines into procurement procedures*
- *encourage responsible and appropriate behaviour by training, providing information and increasing the awareness of all its staff, Members and their assistants about those aspects of their activities relating to the environment*
- *take preventive measures to counter pollution*
- *ensure compliance with requirements laid down by environmental legislation and regulations*
- *ensure that everyone within Parliament is committed to EMAS and to the measures to improve the environment which it entails*
- *provide sufficient resources for its environmental management system and activities relating thereto*
- *promote transparent communication and dialogue with interested parties, both internally and externally.*

The European Parliament undertakes to describe, implement and pursue its environmental policy, to communicate it to its Members, its staff, its contractors and any other interested parties and also to make it accessible to the public.

The European Parliament's environmental policy is implemented through its environmental management system. The environmental policy and the environmental management system cover the main environmental aspects, both directly and indirectly, as well as their impact on the sites concerned, and make it possible to establish corresponding objectives.

Jerzy BUZEK, President
Brussels, 28 September 2010



Klaus WELLE, Secretary-General
Brussels, 28 September 2010



Environmental protection (EMAS) in the European Parliament buildings

For staff of companies working for the European Parliament



What is EMAS?

EMAS is the system used by the European Parliament (EP) to **reduce the impact of its activities on the environment**. EMAS is an environmental management system (EMS) based on ISO standard 14001:2004 and EMAS regulations 1221/2009. The Parliament began to apply EMAS following a Bureau decision in 2004.



Signing of the EMAS policy on 26 September 2010

The President and the Secretary-General of the EP signed the EMAS policy. This document committed the Parliament to continually reducing its impact on the environment in areas such as the production of office and kitchen waste, the handling of dangerous substances, CO₂ emissions to fight global warming, energy, water and paper consumption, respect for environmental legislation, staff training etc.

How can my company contribute to improving the environment at the European Parliament?

You contribute by respecting current environmental legislation, as well as all environmental instructions and procedures. Your company should ensure that all staff who perform tasks which have a significant environmental impact have received the necessary training. Your company therefore plays an essential part in improving environmental quality at the EP.

Our environmental commitment is also set out in the obligations that appear in our new contracts: *'The contractor undertakes to respect (...) the environmental characteristics of the contract and any other similar condition imposed by the specification and explained, where necessary, in the contractor's tender. The European Parliament reserves the right to carry out any checks and inspections direct with the contractor, necessary to ensure that the environmental requirements imposed are being respected (...) Any failure on the part of the contractor to comply with the environmental obligations imposed or any refusal to be checked by the European Parliament or a duly authorised body will allow the European Parliament to terminate the contract.'*

If you use substances that are dangerous for the environment, you are obliged to respect the legislation in force and to know the EP's environmental procedures. For more information, please consult your contact at the European Parliament.



If you are in one of our buildings and you discover an accident with significant environmental consequences (such as a fire, explosion, leak of water, fuel oil, gas, oil or any other dangerous substance), please inform the Security Service (☎ 85112). The same number can be used for medical emergencies.



We are grateful to the European Parliament's contractors and subcontractors for their valuable contribution to the sorting, storage and recycling of waste. We would remind you of the importance of sorting waste properly and kindly request that you make your colleagues aware of the importance of your role for the environment.



And what can my company do if it causes other types of environmental damage?

If your company's activities for the European Parliament cause other types of environmental damage (consumption of paper, fuel, electricity, water, production of other types of waste etc.) you can consult your contact at the European Parliament in order to try and improve your environmental performance (the EMAS coordination team will also be happy to help you).

Some tips for every day:



Save water. Turn the tap off completely and alert the appropriate department if you discover a leak.



Save energy. Turn off the light when it isn't needed and save electricity.



Take the stairs instead. It's better for your health and better for the environment!



Recycle your waste. Please collect your waste and use the appropriate bins. Waste which isn't sorted cannot be recycled!



Use public transport for your journeys. Transport is one of the largest sources of CO₂ emissions.

Has the European Parliament already made real progress for the environment? The EP has long been working to improve the environment. Here are some of its achievements:

- The EP has undertaken to **reduce its CO₂ emissions by 30%** by 2020.
- The Parliament **sorts and recycles its waste**, paying special attention to **hazardous products**.
- The Parliament uses **electricity from 100%** renewable sources, at all three of its sites.
- The EP integrates **environmental clauses** into its public procurement contracts.

Did you know that the Parliament has obtained EMAS and ISO 14001:2004 certification? So external environmental audits will be carried out each year and your involvement in the environmental management system will also be evaluated.



EMAS is you!



EMAS-214

We look forward to your proposals and suggestions at emas@europarl.europa.eu or on : ☎ (+352.4300) 22500

Annex III: Declaration on the tenderer's honour concerning the exclusion and the selection criteria

The undersigned, representing:

the following legal person:
Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: ('the person')

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

1) declares that the above-mentioned person is in one of the following situations:	YES	NO
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;	<input type="checkbox"/>	<input type="checkbox"/>
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;	<input type="checkbox"/>	<input type="checkbox"/>
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;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
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;	<input type="checkbox"/>	<input type="checkbox"/>
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;	<input type="checkbox"/>	<input type="checkbox"/>
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: <ul style="list-style-type: none"> 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. 	<input type="checkbox"/>	<input type="checkbox"/>

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

Not applicable to natural persons, Member States and local authorities

2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

4) declares that the above-mentioned person:	YES	NO
h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure

VII – SELECTION CRITERIA

5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 14 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) It fulfills the applicable economic and financial criteria indicated in section 14 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) It fulfills the applicable technical and professional criteria indicated in section 14 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that:	YES	NO	N/A
d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

Annex IV: Financial identification form - supplier

<u>LEGAL ENTITY</u> <u>PRIVATE COMPANY</u>	
Title / LEGAL FORM	<input style="width: 100%;" type="text"/>
NAME (S)	<input style="width: 100%;" type="text"/>
ABBREVIATION	<input style="width: 100%;" type="text"/>
ADDRESS Street	<input style="width: 100%;" type="text"/>
Number	<input style="width: 30%;" type="text"/> Postcode <input style="width: 30%;" type="text"/>
Town / City	<input style="width: 70%;" type="text"/> Country <input style="width: 10%;" type="text"/>
VAT-Number	<input style="width: 40%;" type="text"/>
PLACE OF REGISTRATION	<input style="width: 100%;" type="text"/>
PHONE	<input style="width: 40%;" type="text"/> FAX <input style="width: 40%;" type="text"/>
E-MAIL	<input style="width: 100%;" type="text"/>
A copy of some official document showing the name of the legal entity, the registration address, the VAT number and the registration number given by the national authorities must be attached.	
<u>ACCOUNT NAME</u>	
ACCOUNT NAME <small>(The name under which the account has been opened)</small>	<input style="width: 100%;" type="text"/>
ADDRESS Street	<input style="width: 100%;" type="text"/>
Number	<input style="width: 30%;" type="text"/> Postcode <input style="width: 30%;" type="text"/>
Town / City	<input style="width: 70%;" type="text"/> Country <input style="width: 10%;" type="text"/>
<u>BANK</u>	
IBAN <small>(Obligatory, if the IBAN Code exists in the country where your bank is established)</small>	<input style="width: 100%;" type="text"/>
SWIFT CODE (BIC)	<input style="width: 40%;" type="text"/> CURRENCY <input style="width: 10%;" type="text"/>
ACCOUNT NUMBER <small>(National Format)</small>	<input style="width: 100%;" type="text"/>
BANK NAME	<input style="width: 100%;" type="text"/>
ADDRESS Street	<input style="width: 100%;" type="text"/>
Number	<input style="width: 30%;" type="text"/> Postcode <input style="width: 30%;" type="text"/>
Town / City	<input style="width: 70%;" type="text"/> Country <input style="width: 10%;" type="text"/>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE * : <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	DATE + SIGNATURE OF ACCOUNT HOLDER <small>(Obligatory)</small> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
* It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.	

Annex V: Information sheet concerning groups of economic operators

Official name of the member authorised by the group⁹:

.....

Official address:

.....
.....

Legal form of the group¹⁰:

.....
.....

I, the undersigned, Mr/Ms, representing the authorised representative of the group of operators submitting this tender, hereby declare that I have noted the conditions laid down by the European Parliament for submission of a tender by a group and that the submission of a tender and the signing of this declaration imply acceptance of those conditions:

‘The group of economic operators shall furnish proof of its legal form in the tender. This may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality, but offering sufficient protection of the European Parliament’s contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association);
- the signature by all the partners of a type of 'power of attorney' or equivalent document confirming a form of cooperation.

The document supplied must prove the group's actual status. In that document or in an annex thereto, the economic operators making up the group shall undertake, as tenderers, to bear joint and several liability during performance of the contract, should it be awarded to them.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties’ joint and several liability and are compatible with performance of the contract. However, in the contract to be signed with the consortium the European Parliament will refer expressly to the existence of such joint and several liability. In addition, it reserves the right to require, contractually, the appointment of an authorised representative who may represent the members and who is empowered, inter alia, to issue invoices on behalf of the other members.’

9 State the name and address of the member authorised by the other members of the consortium to represent it. If no authorisation has been given, all consortium members must sign this declaration.
 10 To be indicated if a precise form has been chosen by the group members. If that is not the case, leave blank.

Information on consortium members			
Name of group member	Address of group member	Name of member's representative	Description of technical, professional and economic capacities

Date:

Signed:

Annex VI:

1 - Declaration concerning subcontractors

Name of the tenderer:

I, the undersigned, Mr/Ms, in my capacity as representative of the above-mentioned tenderer, hereby declare that, in the event that the contract, or one or more lots thereof, is awarded to the tenderer, the following economic operators will act as subcontractors:

Details of subcontracting ¹¹		
Name & address of subcontractor	Description of the subcontracted part of the contract	Value of subcontracted part of contract (in EUR and as a percentage of estimated total amount of contract)

I acknowledge that the European Parliament reserves the right to require information to be provided on the financial, economic, technical and professional capacities of the proposed subcontractor(s), and that the European Parliament may demand the requisite proof to establish whether the subcontractors comply with the exclusion criteria applying to tenderers.

In this context, the European Parliament reserves the right to reject any proposed subcontractor not complying with the exclusion and/or selection criteria.

Furthermore, the European Parliament must be informed by the Contractor of any subsequent use of subcontracting not provided for in the tender. The European Parliament therefore reserves the right to accept or reject any subcontractor proposed during the performance of the contract. Accordingly, it may demand the requisite proof to establish whether a subcontractor complies with the requisite criteria. The European Parliament's authorisation will always be granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in their tender, this equates to giving consent for the subcontracting.

Date:

Signed:

¹¹ If the tenderer does not intend to subcontract, the word 'void' must be marked in the fields of the following table. In that case, this page does not need to be signed. When submitting the tender, if the tenderer is unsure of whether it intends to subcontract, or if it is unable to name the subcontractors to be used, enter 'to be determined' in the above table cells.

2 - SUBCONTRACTOR'S UNDERTAKING DECLARATION

I, the undersigned, Mr/Ms
in my capacity as the subcontractor's representative, hereby declare:

name and address of subcontractor	
tenderer (name of the company that wishes to subcontract)	
European Parliament public procurement contract	06B30/2017/M004 - Supply of the promotional objects

In the event that the European Parliament public procurement contract is awarded to the aforementioned tenderer, the subcontractor undertakes to perform the subcontracted section of the aforementioned public procurement contract in accordance with the conditions of the contract and the tender submitted by the tenderer.

I hereby certify that the subcontractor does not find himself in one of the situations of exclusion referred to in Article 106 and Article 107 of the Financial Regulation.

Signed in ONE ORIGINAL copy at on.....

Signature of the subcontractor's legal representative:

Annex VII: Financial data sheet

To be completed by the tenderer or by each company in the case of a consortium with a joint representative, on the basis of the financial statements for the last two financial years.

Turnover

Total turnover for the last two financial years

Year n-1..... EUR

Year n-2..... EUR

Certified true and accurate.

Date:

Signed:

**Annex VIII: Label to be affixed to the outer and inner envelopes when
a tender is sent**



EUROPEAN PARLIAMENT

Official Mail Unit

Konrad Adenauer Building

Plateau de Kirchberg

L-2929 Luxembourg

Luxembourg

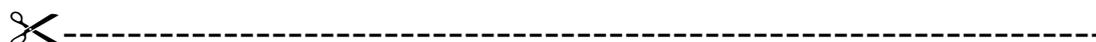
INVITATION TO TENDER No 06B30/2017/M004

Directorate-General for Infrastructure and Logistics

Contracts and Public Procurement Unit

Office KAD 03G023

**NOT TO BE OPENED BY THE MAIL UNIT OR BY ANY
UNAUTHORISED PERSON**



EUROPEAN PARLIAMENT

Official Mail Unit

Konrad Adenauer Building

Plateau de Kirchberg

L-2929 Luxembourg

Luxembourg

INVITATION TO TENDER No 06B30/2017/M004

Directorate-General for Infrastructure and Logistics

Contracts and Public Procurement Unit

Office KAD 03G023

**NOT TO BE OPENED BY THE MAIL UNIT OR BY ANY
UNAUTHORISED PERSON**

Annex IX: The tenderer's undertaking

TENDER – THE TENDERER'S UNDERTAKING

I, the undersigned, Mr/Ms

in my capacity as the tenderer's representative, hereby declare that the tenderer, after having seen the documents relating to the invitation to tender, in particular the invitation to submit a tender, the Specifications, the Conditions for submitting a tender, the Technical Specifications and the draft framework contract, undertakes unreservedly, pursuant to the provisions of the abovementioned documents:

- to waive his own contractual terms and conditions and accept all of the conditions in the current invitation to tender;
- to carry out the purpose of the current contract, namely to provide the promotional products and to do so under the conditions outlined in the tender documents;
- for the products that make up the 'basket' as defined in the provisions of the 'technical specifications' document annexed to the specifications, to carry out the purpose of the present contract at the prices indicated in the Price Schedule annexed to the present document and whatever the quantity ordered;
- for the other products in the catalogue submitted under the provisions of the 'Conditions for submitting a tender' document or which may be introduced to this catalogue during the performance of the contract, to grant, for all these products and for the entire duration of the performance of the contract, a discount of [.....%], whatever the quantity ordered;
- to maintain the terms of this tender throughout the performance of this contract, provided the tenderer is notified of its success within **180** calendar days of the deadline for the submission of tenders.

SIGNING THE CONTRACT

If the framework contract is awarded to the tenderer, it will be signed on the tenderer's behalf by the following representative. The European Parliament may request proof of the person's authorisation to sign.

.....
Surname, first name and position of the representative authorised to sign the contract

TENDERER'S E-MAIL ADDRESS

After the tenders have been opened, the European Parliament may communicate with the tenderer by e-mail using the following address:

.....@.....
your e-mail address, preferably a mailbox

PAYMENTS

The European Parliament will pay the sums due pursuant to this contract by crediting the amounts concerned to the account given on the annexed financial identification form.

Signed in ONE ORIGINAL copy at on.....

Signature of legal representative, preceded by the following in the signatory's own handwriting: 'Read and approved as a tender and undertaking'

Tenderer's stamp

Annex X: Price schedule

Please download the Excel document referred to as the 'Price Schedule' from the following site <https://etendering.ted.europa.eu> and complete it.

This completed document, as well as a scanned copy dated and signed by the tenderer's legal representative must be provided on a physical electronic medium (CD/DVD).

PRICE SCHEDULE

NAME OF THE TENDERER: _____

Prices and Financial Terms of the Bid

	Basket of products (as described in Annex I of the Specification)	Proposed product - Description	Indicative quantity for assessment	Unit price Non-personalised (EUR)	Unit price personalised with logo in accordance with the Specification (EUR)	Total price personalised with logo in accordance with the Specifications - calculated (EUR)
1	2.0 Twister 8 GB USB flash drive in recycled plastic-aluminium		1000			0,00 €
2	2.0 Twister 4 GB USB flash drive in hardwood or bamboo		1000			0,00 €
3	Biological cotton shopping bag		200			0,00 €
4	Ballpoint pen minimum 75% recycled plastic		1 000			0,00 €
5	Heart-shaped stress ball in polyurethane foam		1 500			0,00 €
6	Ceramic mug 8x10 cm		1 500			0,00 €
7	Conference bag		500			0,00 €
8	100% organic cotton T-shirt Oeko-tex standard 100		150			0,00 €
9	100% organic cotton polo shirt Oeko-tex standard 100		150			0,00 €
10	Solar-powered torch key ring		1 000			0,00 €
11	Roller badge holder		1 000			0,00 €
12	Umbrella - diam. 100 cm		500			0,00 €
13	Poncho with bag		200			0,00 €
14	Hardwood pencil with eraser		1 000			0,00 €
15	Recycled plastic mechanical pencil		1 000			0,00 €
16	Recycled white paper notepads		1 000			0,00 €
17	Recycled paper notepads (post-it or equivalent)		1 000			0,00 €
18	Rechargeable pressure or wind-up torch		1 000			0,00 €
19	Solar-powered calculator		500			0,00 €
20	Cotton cap		1 000			0,00 €
21	Fluorescent yellow safety vest		1 000			0,00 €
22	Lanyard or necklace		1 000			0,00 €
23	Power bank min. 2000 mAh		1 000			0,00 €
24	30 cm wooden ruler		1 000			0,00 €
	<i>Basket sub-total</i>					0,00 €
Basket total with logo in accordance with the description in the Specifications (taken into account for the tender)						0,00 €
Discount in % on the catalogue prices						0,00%

Please specify:

*deadline for submitting a tender price (for the products not included above): _____ business days

* deadline for delivery from the time of approval from the TAB: _____ business days