# Annexes

**ANNEXES**

## Exclusion and selection criteria form (Invitation to tender No *632/PP/GRO/RCH/17/9876)*

*[This form is mandatory]*

**Comments [*in grey italics in square brackets*] are to be deleted and/or replaced by appropriate data.**

**Declaration on honour on
exclusion criteria and selection criteria**

The undersigned [*insert name of the signatory of this form*], representing:

|  |  |
| --- | --- |
| (*only for natural persons*) himself or herself | (*only for legal persons*) the following legal person:  |
| ID or passport number: (‘the 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 |
| 1. 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;
 | [ ]  | [ ]  |
| 1. 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;
 | [ ]  | [ ]  |
| 1. 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 credibity where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 |  |
| (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract; | [ ]  | [ ]  |
| (ii) entering into agreement with other persons with the aim of distorting competition; | [ ]  | [ ]  |
| (iii) violating intellectual property rights; | [ ]  | [ ]  |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; | [ ]  | [ ]  |
| (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;***  | [ ]  | [ ]  |
| 1. it has been established by a final judgement that the person is guilty of the following:
 |  |
| (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995; | [ ]  | [ ]  |
| (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract; | [ ]  | [ ]  |
| (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA; | [ ]  | [ ]  |
| (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; | [ ]  | [ ]  |
| (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision; | [ ]  | [ ]  |
| (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council; | [ ]  | [ ]  |
| 1. 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;
 | [ ]  | [ ]  |
| 1. 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;
 | [ ]  | [ ]  |
| 1. 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:
2. 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;
3. 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;
4. decisions of the ECB, the EIB, the European Investment Fund or international organisations;
5. 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
6. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.
 | [ ]  | [ ]  |

II – Situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person

***Not applicable to natural persons, Member States and local authorities***

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that a natural 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) | [ ]  | [ ]  | [ ]  |
| Situation (d) above (fraud, corruption or other criminal offence) | [ ]  | [ ]  | [ ]  |
| Situation (e) above (significant deficiencies in performance of a contract ) | [ ]  | [ ]  | [ ]  |
| Situation (f) above (irregularity) | [ ]  | [ ]  | [ ]  |

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

|  |  |  |  |
| --- | --- | --- | --- |
| 1. 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) | [ ]  | [ ]  | [ ]  |
| Situation (b) above (breach in payment of taxes or social security contributions) | [ ]  | [ ]  | [ ]  |

IV – Grounds for rejection from this procedure

|  |  |  |
| --- | --- | --- |
| 1. declares that the above-mentioned person:
 | YES | NO |
| 1. has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.
 | [ ]  | [ ]  |

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** |
| *Insert as many lines as necessary.* |  |

VII – Selection criteria

|  |  |  |  |
| --- | --- | --- | --- |
| 1. 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 |
| 1. It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [*insert*] of the tender specifications;
 | [ ]  | [ ]  | [ ]  |
| 1. It fulfills the applicable economic and financial criteria indicated in section [*insert*] of the tender specifications;
 | [ ]  | [ ]  | [ ]  |
| 1. It fulfills the applicable technical and professional criteria indicated in section [*insert*] of the tender specifications.
 | [ ]  | [ ]  | [ ]  |

***The contracting authority must adapt the table above to the criteria indicated in the tender specifications (i.e. insert extra rows for each criterion or delete irrelevant rows).***

|  |  |  |  |
| --- | --- | --- | --- |
| 1. if the above-mentioned person is the **sole tenderer** or the **leader in case of joint tender**, declares that:
 | YES | NO | N/A |
| 1. 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 asseessment will be made as provided in the tender specifications.
 | [ ]  | [ ]  | [ ]  |

VII – 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** |
| *Insert as many lines as necessary.* |  |

***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

## Draft service contract

## Model Guarantee

**[MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE**[[1]](#footnote-1)

[Financial institution/Bank (Letterhead)]

[Place/Date]

European Community

Represented by the European Commission

Directorate-General for Internal Market, Industry,

Entrepreneurship and SMEs – [Unit]

B – 1049 Belgium

**Reference: Contract [N° and exact title]**

**Article 1 – Declaration on guarantee, amount and purpose**

We, the undersigned [name and address of the financial institution or bank] (hereinafter referred to as "the Guarantor") hereby confirm that we give the European Union, represented by the European Commission (hereinafter referred to as "the Commission"), an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR [in figures: …] (in words: … EUR)

upon simple demand, for guarantee of the pre-financing(s) stipulated in the contract (N°/exact title, hereinafter referred to as the "contract") concluded between the Commission and [name and address], (hereinafter referred to as "the Contractor").

**Article 2 – Execution of Guarantee**

If the Commission gives notice that the Contractor has for any reason failed to reimburse pre-financings paid by the Commission, we, acting by order and for account of the Contractor, shall undertake to immediately pay up to the above amount, in EUR, without exception or objection, into [Option 1: *a bank account designated by the Commission*] [Option 2: *the following bank account: (…)*], on receipt of the first written request from the Commission sent by registered letter or by courier with acknowledgement of receipt. We shall inform the Commission in writing as soon as the payment has been made.

**Article 3 – Obligations of the Guarantor**

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.

2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.

3. We shall undertake to immediately inform the Commission in writing, by registered letter or by courier with acknowledgement of receipt, in the event of a change of our legal status, ownership or address.

**Article 4 – Date of Entry into force**

This guarantee shall come into force upon its signature. If, on the date of its signature, the [*first*] pre-financing has not been paid to the Contractor, this guarantee shall enter into force on the date on which the Contractor receives the [*first*] pre-financing.

**Article 5 – End Date and Conditions of Release**

1. We may be released from this guarantee only with the Commission’s written consent.

2. This guarantee shall expire on return of this original document by the Commission to our offices by registered letter or by courier with acknowledgement of receipt.

3. [Option 1: *This must occur at the latest one month after the payment of the balance under the contract has been made or three months after the issuance of the corresponding recovery order.[[2]](#footnote-2)*]

 [Option 2: *This must occur at the latest during the month* *after the pre-financing under the contract has been cleared through interim payment[s].*]

 [Option 3: *This must occur in any case, at the latest, on* (indicate a precise date*[[3]](#footnote-3)*)*.*]

4. After expiry, this guarantee shall become automatically null and void and no claim relating thereto shall be receivable for any reason whatsoever.

**Article 6 – Applicable Law and Competent Jurisdiction**

*Option 1*

*1. This guarantee shall be governed by and construed in accordance with the law applicable to the contract.*

*2. The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.*

*Option 2*

*Any dispute concerning this guarantee shall be governed by and construed in accordance with the Law [of the country of establishment of the [Contractor][Bank]] and fall within the sole competence of the [corresponding national] Courts.*

**Article 7 - Assignment**

The rights arising from this guarantee may not be assigned [*without our written consent*].

Done at [insert place], on [insert date]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

[Signature/ [Signature/

Function at the Financial Institution/Bank] Function at the Financial Institution/Bank]

## Financial and Economic Capacity Overview Form (Invitation to tender No 632/PP/GRO/RCH/17/9876)

|  |
| --- |
| **Financial and Economic Capacity Overview** |
| **Currency :** *EURO* | **Figures *(000)*** |
|  | **N\*** (\* most recent figures available) | **N-1** | **N-2** |
| **Total Balance Sheet** |  |  |  |
| TRADE DEBTORS*Amounts due by commercial customers* |  |  |  |
| CAPITAL and RESERVES (Equity)*Amounts owned by the company*  |  |  |  |
| TRADE CREDITORS*Amounts due to commercial suppliers* |  |  |  |
| SHORT TERM DEBT |  |  |  |
| LONG TERM DEBT |  |  |  |
| LIQUIDITY*Bank accounts, cash at hand* |  |  |  |
|  |  |  |  |
| **About PROFIT & LOSS** |  |  |  |
| TURNOVER |  |  |  |
| ORDINARY RESULT |  |  |  |
| EXTRAORDINARY RESULT |  |  |  |
| INCOME TAX |  |  |  |
| NET RESULT |  |  |  |

**You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.**

Comments: Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

## Subcontractor / Letter of Intent 632/PP/GRO/RCH/17/9876

*Insert title of this call*

The undersigned**:** ………………………………………………………………………….

Name of the company/organisation**:** ………………………………………………………

Address: ……………………………………………………………………………………

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to … …. *(name of the tenderer).*

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.24 in relation with checks and audits.

**Full name Date Signature**

............................................................................................................................................

## Power of Attorney

**POWER OF ATTORNEY – MODEL 1**

**Agreement / Power of Attorney**

**(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND**

**GIVING A MANDATE TO IT)**

We the undersigned:

– Signatory 1 (Name, Function, Company, Registered address, VAT Number)

– Signatory 2 (Name, Function, Company, Registered address, VAT Number)

– …..

– Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Commission awards [Framework] Contract …. (« **the Contract** ») to Company 1, Company 2, …, Company N (« **the Group Members** »), based on the joint offer submitted by them on … ….. for the supply of ….. and/or the provision of services for … (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

(a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as **Group Leader**. *[N.B.: The Group Leader has to be one of the Group Members*]

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group Leader’s bank account .[*Provide details on bank, address, account number, etc.*].

(4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

(a) The Group Leader shall sign any contractual documents —including the [Framework] Contract, [Specific Agreements] and Amendments thereto— and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

(b) The Group Leader shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission’s express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission’s consent.

Signed in ………… on ……….. ………

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

**POWER OF ATTORNEY – MODEL 2**

**Agreement / Power of Attorney**

**(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP**

**MANAGER AND GIVING A MANDATE TO HIM/HER)**

We the undersigned:

– Signatory 1 (Name, Function, Company, Registered address, VAT Number)

– Signatory 2 (Name, Function, Company, Registered address, VAT Number)

– …..

– Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Commission awards [Framework] Contract …. (« **the Contract** ») to Company 1, Company 2, …, Company N (« **the Group Members** »), based on the joint offer submitted by them on … ….. for the supply of ….. and/or the provision of services for … (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

(a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members have set up under the laws of ……. the Group ….. (« **the Group** »). The Group has the legal form of a .….. [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group’s bank account . [*Provide details on bank, address, account number, etc.*].

(4) The Group Members appoint Mr/Ms ……. as **Group Manager**.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :

(a) The Group Manager shall sign any contractual documents —including the [Framework] Contract, [Specific Agreements] and Amendments thereto— and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

(b) The Group Manager shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the

European Commission’s express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission’s consent.

Signed in ……... on ……….. ………

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

## Checklist of documents to be submitted in the e-SUBMISSION application

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ◼) depending on the role of each economic operator in the tender (joint tender leader in joint bid, partner in joint bid, sole tenderer, subcontractor).

Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Joint tender leader in joint bid** |  **Partners in joint bid** | **Sole tenderer** | **Sub- contractor(s)** |
| Power of attorney of partners in joint bid indicating the group leader ([see annex 6.6](#_Power_of_Attorney)) |  | ◼ |  |  |
| Letter of intent of subcontractor ([see annex 6.5](#_Subcontractor_/_Letter)) |  |  |  | ◼ |
| Legal Entity Form ([see section 4.2.1](#_Section_One:_Administrative)) | ◼ | ◼ | ◼ | ◼ |
| Supporting documents for the Legal Entity File Form  | ◼ | ◼ | ◼ |  |
| Financial Identification form ([see section 4.2.1](#_Section_One:_Administrative)) | ◼ |  | ◼ |  |
| Exclusion and selection Criteria form ([see section 5.1.1](#_Declaration)  and [annex 6.1](#_Exclusion_criteria_form)) | ◼ | ◼ | ◼ | ◼ |
| Evidence of Economic and financial capacity ([see section 5.2.2](#_Evidence_of_the_1) and [annex 6.4](#_Financial_and_Economic)) | ◼ | ◼ | ◼ |  |
| Evidence of Technical and professional capacity ([see section 5.2.3](#_Evidence_of_the))Go to the following page to fill in the CV: <http://europass.cedefop.europa.eu/en/documents/curriculum-vitae> | ◼ | ◼ | ◼ | ◼ |

The following sections must be provided in the bid, their absence would mean rejection of the bid for incompleteness:

|  |  |
| --- | --- |
| **Description** | **Joint tender leader or sole tenderer** |
| Technical Offer (see section [4.2.4](#_Section_Two:_Technical) and [1.](#_Technical_specifications_)) | ◼ |
| Financial Offer ([see section 4.2.](#_Section_Three:_Financial)5) | ◼ |

Once all information and documents have been encoded and uploaded in the e-Submission application and you consider that the tender is complete, the application will require you to download the Tender Report generated by the e-Submission application. It will have to be signed (hand signature or electronic signature) and uploaded, as explained in point 1.2 of the Annex: e-Submission application guide.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **Joint tender leader in joint bid** | **Partners in joint bid** | **Sole tenderer** | **Sub- contractor** | **Where to upload a document in** **e-Submission** |
| Tender Preparation Report | ◼  |  | ◼  |  | In Step "Tender Report" of the e-Submission wizard |

1. The footnotes are internal instructions for the authorising officers only and must be deleted before the guarantee is signed. [Plain text]: items to be filled in. [*Text in italics*]: these items are optional and may be deleted depending on the context of the guarantee. [↑](#footnote-ref-1)
2. In any case, this period should never be reduced. [↑](#footnote-ref-2)
3. This mention has to be inserted where the law applicable to the guarantee imposes a precise expiry date. [↑](#footnote-ref-3)