



EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL
New Approach Industries, Tourism and CSR
The Director

CALL FOR TENDERS

No ENTR/09/014

**Technical Secretariats for the groups of notified bodies
under the following directives:**

**Lot 1: Equipment and Protective Systems intended for use in
Potentially Explosive Atmospheres Directive ATEX 94/9/EC**

**Lot 2: Machinery Directive 98/37/EC, revised by Directive
2006/42/EC**

Lot 3: ElectroMagnetic Compatibility Directive 2004/108/EC

Lot 4: Lifts Directive 95/16/EC

SPECIFICATIONS

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1. PRELIMINARY INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of:

- the prior information notice in OJ S – 2009/S31-044537 of 14/02/2009 and,
- the contract notice in OJ S – 2009/S85-121684 of 05/05/2009.

1.1. NATURE OF THE CONTRACT

Service contracts: Technical Secretariats for the groups of notified bodies under the following directives:

Lot 1: Equipment and Protective Systems intended for use in Potentially Explosive Atmospheres Directive – ATEX 94/9/EC

Lot 2: Machinery Directive 98/37/EC, revised by Directive 2006/42/EC

Lot 3: ElectroMagnetic Compatibility Directive 2004/108/EC

Lot 4: Lifts Directive 95/16/EC

1.2. BACKGROUND

Council Decision 768/2008/EC¹ lays down that the Commission, in co-operation with the Member States, must ensure that close co-operation is organised between the notified bodies in order to ensure consistent technical application of the conformity assessment procedures set out in the Community Harmonisation Directives based on the "New Approach"² and the "Global Approach"³.

For this purpose, the notified bodies notified for a particular Directive or field must meet with each other to ensure co-ordination and establish consistent methods which will make certain that their conformity assessment activities are all based on the same agreed principles and produce comparable and reliable results.

Moreover, in order to ensure consistency between the various groups, the Commission can assemble and organise inter-sector groups, by inviting the technical secretaries and Chairmen of the co-ordination of notified bodies either together or in restricted groups when specific subjects are discussed.

Experience to date in implementing the above Directives has shown that, in the interest of efficiency, the Coordination Chair for each group of notified bodies should be assisted both by a permanent Administrative Secretariat which provides logistical support for the groups' work, and by a Technical Secretariat.

¹ Council Decision 768/2008/EC of 9 July 2008 of the European parliament and of the Council on a common framework for the marketing of products and repealing Council Decision 93/465/EEC. OJ L 218, 13.08.2008.

² Council Resolution 85/C/136/01 of 7 May 1985 on a new approach to technical harmonisation and standards. OJ C 136, 04.06.1985.

³ Council Resolution 90/C/10/01 of 21 December 1989 on a global approach to conformity assessment. OJ C 010, 16.01.1990.

The Commission services attach great importance to maintaining a balance of interests between the various nationalities in the Chairmanship of the co-ordination groups and in the technical secretariats, and consider that, while a single body can provide the administrative secretariat for different groups of notified bodies, each group should have its own technical secretariat, in view of the technical knowledge particular to the areas covered by each of the directives concerned.

Moreover, this approach is likely to facilitate the meetings, where needed, of intersectoral groups to deal with problems relating to two or more directives.

The purpose of this Invitation to tender is to designate the Technical Secretariat for the group of notified bodies set up under the Directives as mentioned above under point 1.1. Section 4 of these specifications provide further detail on the tasks to be performed.

1.3. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on the date on which it is signed by the last contracting party.

It is expected to be signed in December 2009.

The duration of the tasks shall not exceed 12 months.

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

The period of execution of the tasks specified in the contract may be renewed three times for a period of 12 months, only with the express written agreement of the contracting parties before the payment of the balance.

1.4. PERIOD OF VALIDITY OF THE TENDER

The offer must remain valid for a period of 9 months following the final date for submitting tenders (see point 3 of the invitation to tender). During this period, the tenderer may not modify the terms of his tender in any respect.

1.5. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened at 10h00 on **24/06/2008** at the following location:

Office address:

European Commission
Enterprise and Industry Directorate-General
Directorate I Financial team
100, Rue Belliard – Room 06/SDR
B-1040 Brussels

An **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending a fax or e-mail at least 48 hours in advance to the address given under 1.6. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

1.6. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in **exceptional circumstances** and under the following conditions only:

- Before the final date for submission of tenders:
 - * At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.
 - * The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the call for tenders.

- After the opening of tenders :

If clarification is requested or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.

The requests for additional information may be made **to the address below by letter, fax or e-mail.**

European Commission
Enterprise Directorate-General
Invitation to tender No: ENTR/09/014 – Lot x
Directorate I Financial Team
B100 04/28
B-1049 Brussels - BELGIUM
Fax Fax: (+32-2)-299.80.08 - e-mail: entr-0914-tech-secs-i4@ec.europa.eu

Insofar as it has been requested in good time, the additional information will be made available to all economic operators who requested specifications or showed interest in

submitting a bid no later than six calendar days before the final date for the receipt of bids or, in the case of requests for information received less than eight calendar days before the final date for the receipt of bids, as soon as possible after the request for information has been received.

Potential tenderers are encouraged to formulate, at least six days before the time limit to submit tenders, any remark, complaint or objection they would have in relation to all aspects of this call for tender in order that the Commission can evaluate the need for corrective measures and implement them before the submission of tenders.

The answers to the requests for additional information can also be found at the following Internet address:

http://ec.europa.eu/enterprise/contracts-grants/calls-for-tenders/index_en.htm.

1.7. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.3, I.4 & II.4 of the draft service contract (Annex 5.2).

The payment scheme will consist of one pre-financing payment and the balance.

- Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a request for pre-financing with a relevant invoice, a pre-financing payment equal to 50% of the total amount shall be made.
- Payment of the balance shall be made within 30 days of the Commission's approval of the final activity report which has to accompany the request for payment. This request for payment shall be admissible only if it is supported by an invoice made in good and due form; a timetable of activities in the period covered enabling the number of man-days worked to be precisely determined and with the corresponding (duly completed and signed) time sheets attached; a statement of the expenses to be reimbursed, substantiated where necessary by supporting documents and in conformity with Article II.7 of the draft service contract.

The Commission shall have 20 days to approve or reject the final report and the Contractor shall have 20 days to submit additional information or a new report.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, II.4, II.5 and II.7 and in Annex I to the draft service contract referred to above.

The Commission reserves the right to pay less than the amount foreseen in article I.3.1 and annex II of the contract according to tasks performed, if the real number of man-days performed by the Contractor is less than the maximum number of man-days stipulated in Annex II of the draft contract. In such case the total amount in payment of the tasks executed will be based upon the real number of man-days performed by the Contractor, as evidenced by the time sheets to be submitted by the Contractor and to be approved by the Commission.

1.8. GUARANTEES

Not applicable.

1.9. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Communities (Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 as amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006), as well as its implementing rules (Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 as amended by i) Commission Regulation 1261/2005 of 20 July 2005, ii) Commission Regulation 1248/2006 of 7 August 2006 and iii) Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007), hereinafter referred to as the Financial Regulation.

Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Communities in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

Operators in third countries which have signed a bilateral or multilateral agreement with the Communities in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in this agreement. The Commission refuses tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the tendering specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

The Commission shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are not allowed.

The Commission reserves the right to evaluate and award a contract, separately, for each lot. When several lots are proposed to be awarded to the same tenderer, the Commission may conclude one single contract for these lots.

1.10. NO OBLIGATION TO AWARD THE CONTRACT

This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure (for one, several or all lots). This decision must be substantiated and the candidates or tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Commission decides not to award the contract.

1.11. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

1.12. SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s)**.

At the level of the liability towards the Commission, tasks provided for in the contract may be entrusted to subcontractors, but **the contractor retains full liability towards the Commission for performance of the contract as a whole**.

Accordingly:

- The Commission will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
- The Commission will privilege direct contacts with the contractor, who is responsible for executing the contract;
- Under no circumstances can the contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality.

Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Commission. **The subcontracting arrangement between the contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the Commission to the subcontractor.**

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in 1.9 above, in particular article II.17 of the standard service contract by returning the form in annex 5.5, filled in and signed.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.17 of the standard service contract (Annex 5.2) may be applied to sub-contractors.

Once the contract has been signed, Article II.13 of the above-mentioned service contract shall govern the subcontracting.

1.13. JOINT OFFERS

A joint offer is a situation where an offer is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards the Commission in executing a supply, service or works contract.

The Commission will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form **before the contract is signed** if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in annex 5.7 will help verifying the level of information to be provided according to the role of each entity in the tender.

Each member of the grouping assumes a joint and several liability towards the Commission.

The offer has to be signed by all members of the group. However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they should attach to the offer a power of attorney (see model in annex 5.6). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place (model 2).

The contract will have to be signed by all members of the group. If the members of the group so desire, they may grant authorisation to one of the members of the grouping

by signing a power of attorney. The same model as above duly signed and returned together with the offer (see annex 5.6) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards the Commission for the performance of the contract as a whole.

Statements, saying for instance: “that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest”, or “that more than one contract should be signed if the joint offer is successful”, are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

2. FORM AND CONTENT OF THE TENDER

2.1. GENERAL

Tenders must be **signed** by the tenderer or his duly authorised representative. Tenders must be **perfectly legible** so that there can be **no doubt as to words and figures**.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

Tenders must be written in one of the official languages of the European Union.

Tenders **must include** the following information:

- all the **information and documents requested by the Commission** in order to assess the tender. In order to help tenderers presenting a complete tender, **a checklist of the documents to submit is provided in annex 5.7**. This checklist does not need to be included in the tender but we encourage to use it in order to ease the assessment of the tenders;
- the **price in euros**;
- one **specimen signature of an authorised representative** on the legal entity form (http://europa.eu/comm/budget/execution/legal_entities_fr.htm), and a statement confirming the validity of the tender (preferably in blue ink), the tender must provide evidence of the authorisation to sign in name of the tenderer;
- the **name of a contact person** in relation to the submission of the bid.

2.2. HOW TO SUBMIT A TENDER

Tenderers shall observe precisely the indications in point 3 and 4 of the invitation to tender in order to ensure their tenders are admissible.

Evidence of timely submission by post or courier service will be constituted by the date of dispatch, the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late delivery will lead to the non admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

2.3. STRUCTURE OF THE TENDER

All tenders must be presented in five sections:

Section one: Administrative information – Presentation of the tender (see 2.1 & 2.3.1)

Section two: Evidence relating to the exclusion criteria (see 3.1)

Section three: Evidence relating to the selection criteria (see 3.2.2 & 3.2.3)

Section four: Technical Proposal – Addressing technical specifications and award criteria (see 2.3.2, 3.3 and 4)

Section five: Financial Proposal (see 2.3.3)

2.3.1. Section One: Administrative proposal

a) **Tenderers** may choose between presenting a **joint bid** (see 1.13) and introducing a bid as a **sole contractor**, in both cases with the possibility of having one or several subcontractors (see 1.12).

Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract (see 1.12 and 1.13).

b) To identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

- The **Legal Entity Form** is to be signed by a representative of the tenderer authorised to sign contracts with third parties. There is one form for individuals, one for private entities and one for public entities. Specific forms in each Member State language are available at :

http://europa.eu/comm/budget/execution/legal_entities_fr.htm

- The **Financial identification form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker. A specific form for each Member State is available at the following Internet address:

http://europa.eu/comm/budget/execution/ftiers_fr.htm.

The Legal Entity Form **must be accompanied by all the information** indicated in the form. When neither this form nor the evidence to be attached to them includes the following information, the tender must include:

For private and public entities:

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

For Individuals:

- Where applicable, a proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or any other official document showing the registration number.

All tenderers must provide their legal entity files as well as the necessary evidence. Only subcontractors are requested to provide solely the legal entity file without evidence.

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide the evidence requested in the form, on condition they indicate in their offer the references of the procedure and the Commission's department for which this evidence was already provided.

In case of a joint bid or a bid presenting subcontracting, only the co-ordinator is obliged to return the financial identification form.

2.3.2. Section Four: Technical proposal

Tenderers must include in their bids the technical proposal addressing all aspects detailed in the specifications set out in section 4 below.

The technical proposal must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

Please note that, to grant equal treatment of all tenders, **it is not possible to modify offers after their submission in relation to the technical and financial proposals**. As a consequence, **incompleteness in this section can only result in negative impact for the evaluation of award criteria**. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The technical specifications and the tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract.

2.3.3. Section Five: Financial proposal

The tenderer's attention is drawn to the following points:

- **prices must be expressed in euros;**
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Community is exempt from VAT;

- since this invitation to tender relates to several lots, tenderers must indicate a separate price for each of the lots they propose providing. They may indicate any price reduction they are prepared to grant in the event of being awarded a contract either for all the lots or for a specified group of lots, this reduction will, however, not be taken into account to award the contracts in each lot but will be taken into account for establishing the contract when relevant;
- **Prices shall not be conditional and be directly applicable by following the technical specifications.**
- **Prices shall be fixed and not subject to revision.**
- **The reference price for the award of the contract shall consist of one amount, the amount in payment of the tasks executed**, as stated in Article I.3.1 of the contract.

For each category of staff to be involved in the project, the tenderer must specify:

- § the total labour costs;
- § the **daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;
- § other categories of costs, including reimbursable expenses, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided;

The following information is intended to help tenderers to estimate the maximum amount of other costs:

Scheduled meetings and missions:

For each 12-month period, the Technical Secretary will have to take part in a maximum of:

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|---------------------|
| LOT 1 - ATEX |
|---------------------|

1 kick-off meeting with Commission services in Brussels (depending on the background of the Contractor).

1 plenary meeting of the Group of notified bodies (ExNBG) in Brussels or in the premises of a member of the Group of notified bodies on a rotational basis.

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| LOT 2 - MACHINERY |
|--------------------------|

1 kick-off meeting with Commission services in Brussels (depending on the background of the Contractor).

2 plenary meetings of the Group of notified bodies in Brussels or in the premises of a member of the Group of notified bodies on a rotational basis.

1 meeting of the coordination subgroups of the Group of notified bodies. These meetings may take place in Brussels or in another Member State of the European Union.

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| LOT 3 - EMC |
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1 kick-off meeting with Commission services in Brussels (depending on the background of the Contractor).

1 coordination meeting with Commission services in Brussels;

3 plenary meetings of the Group of notified bodies in Brussels or in the premises of a member of the Group of notified bodies on a rotational basis

1 meeting of the coordination subgroups of the Group of notified bodies. These meetings may take place in Brussels or in another Member State of the European Union.

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| LOT 4 - LIFTS |
|----------------------|

1 kick-off meeting with Commission services in Brussels (depending on the background of the Contractor).

2 plenary meetings of the Group of notified bodies in Brussels or in the premises of a member of the Group of notified bodies on a rotational basis.

1 meeting of the coordination subgroups of the Group of notified bodies. These meetings may take place in Brussels or in another Member State of the European Union.

Bids involving more than one legal entity must specify the amounts above for each legal entity.

Tenderers must use the following format to formulate their financial proposal:

| LOT 1 | <i>1st period of 12 months</i> | | | <i>2nd period of 12 months</i> | | | <i>3rd period of 12 months</i> | | | <i>4th period of 12 months</i> | | |
|----------------------------------|---|-------------------|-----------------|---|-------------------|-----------------|---|-------------------|-----------------|---|-------------------|-----------------|
| | <i>Price component</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> |
| Human resources | | | | | | | | | | | | |
| X (role) | | | | | | | | | | | | |
| Y (role) | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Subtotal (1) | | | | | | | | | | | | |
| Other | | | | | | | | | | | | |
| X | | | | | | | | | | | | |
| Y | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Subtotal (2) | | | | | | | | | | | | |
| TOTAL (1+2) | | | | | | | | | | | | |
| Overall total periods 1-4 | | | | | | | | | | | | |

| LOT 2 | <i>1st period of 12 months</i> | | | <i>2nd period of 12 months</i> | | | <i>3rd period of 12 months</i> | | | <i>4th period of 12 months</i> | | |
|----------------------------------|---|-------------------|-----------------|---|-------------------|-----------------|---|-------------------|-----------------|---|-------------------|-----------------|
| | <i>Price component</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> |
| Human resources | | | | | | | | | | | | |
| X (role) | | | | | | | | | | | | |
| Y (role) | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Subtotal (1) | | | | | | | | | | | | |
| Other | | | | | | | | | | | | |
| X | | | | | | | | | | | | |
| Y | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Subtotal (2) | | | | | | | | | | | | |
| TOTAL (1+2) | | | | | | | | | | | | |
| Overall total periods 1-4 | | | | | | | | | | | | |

| LOT 3 | <i>1st period of 12 months</i> | | | <i>2nd period of 12 months</i> | | | <i>3rd period of 12 months</i> | | | <i>4th period of 12 months</i> | | |
|----------------------------------|---|-------------------|-----------------|---|-------------------|-----------------|---|-------------------|-----------------|---|-------------------|-----------------|
| | <i>Price component</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> |
| Human resources | | | | | | | | | | | | |
| X (role) | | | | | | | | | | | | |
| Y (role) | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Subtotal (1) | | | | | | | | | | | | |
| Other | | | | | | | | | | | | |
| X | | | | | | | | | | | | |
| Y | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Subtotal (2) | | | | | | | | | | | | |
| TOTAL (1+2) | | | | | | | | | | | | |
| Overall total periods 1-4 | | | | | | | | | | | | |

| LOT 4 | <i>1st period of 12 months</i> | | | <i>2nd period of 12 months</i> | | | <i>3rd period of 12 months</i> | | | <i>4th period of 12 months</i> | | |
|----------------------------------|---|-------------------|-----------------|---|-------------------|-----------------|---|-------------------|-----------------|---|-------------------|-----------------|
| | <i>Price component</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> | <i>Total</i> | <i>Unit price</i> | <i>Quantity</i> |
| Human resources | | | | | | | | | | | | |
| X (role) | | | | | | | | | | | | |
| Y (role) | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Subtotal (1) | | | | | | | | | | | | |
| Other | | | | | | | | | | | | |
| X | | | | | | | | | | | | |
| Y | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Subtotal (2) | | | | | | | | | | | | |
| TOTAL (1+2) | | | | | | | | | | | | |
| Overall total periods 1-4 | | | | | | | | | | | | |

Discount in case more than one lot is awarded:

| <i>Lot N° x+x</i> | <i>1st period</i> | | <i>2nd period</i> | | <i>3rd period</i> | | <i>4th period</i> | |
|-------------------------------|------------------------------|--|------------------------------|--|------------------------------|--|------------------------------|--|
| <i>Discount (in EURO)</i> | | | | | | | | |

The Commission will reject tenders where no technical offers or financial offers are proposed.

Non-conformity with the technical specifications in section 4 will also result in rejection from award.

The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time-limit stipulated in its request and in the conditions explained in section 1.6.

3. ASSESSMENT AND AWARD OF CONTRACT

The assessment will be based on the information provided in the tender. The Commission reserves the right to use any other information from public or specialist sources.

This assessment will be performed by applying the criteria set out in these specifications. To award of the contract, the assessment of admissible bids (see 2.2) will be carried out in three successive stages. Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

- 1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
- 2) to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
- 3) to assess on the basis of the award criteria the technical and financial offers and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the assessment of the award criteria.

3.1. STAGE 1 – APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS

3.1.1. Declaration

Tenderers or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;
- undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within seven calendar days following the receipt of the Commission's request.

To this end, tenderers must fill in and sign the form in Annex 5.1 to these specifications.

Where the bid involves more than one legal entity (including subcontractors), each entity must provide the form.

Any total or partial omission for which one or more legal entities involved in the tender are responsible may lead the Commission to exclude the tender from the procedure, in accordance with Articles 93 and 94 of the Financial Regulation.

3.1.2. Grounds for disqualification

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the standard form in annex 5.1.

In addition, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information (criteria h) or fall into one of the situations as specified under criteria a) to f).

If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded.

If a subcontractor is subject to exclusion, the tender shall be excluded.

3.1.3. Evidence

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration referred to in paragraph 3.1.1:

1. The Commission shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;

2. The Commission shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
3. Where the document or certificate referred to in paragraph 1 & 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it 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 his country of origin or provenance.
4. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, 3 and 3.1.1 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the candidate or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Commission requests it.
5. Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Commission may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
6. The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Commission in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Commission services to check this evidence.

3.1.4. Administrative and financial penalties

By returning the form in Annex 5.1, duly signed, tenderers confirm that they have been notified of the following points.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 3.1.2 above after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation. We invite tenderers to read carefully these two articles.

3.2. STAGE 2 - APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

If several service providers are involved in the bid, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, the Commission reserves the right to request evidence of their economic and financial capacity if the tasks subcontracted represent a substantial part of the contract.

3.2.1. Selection criteria

LOT 1: Equipment and Protective Systems intended for use in Potentially Explosive Atmospheres Directive – ATEX 94/9/EC

| <u>LOT 1 - SELECTION CRITERIA</u> |
|--|
| 1. FINANCIAL AND ECONOMIC CAPACITY |
| <i>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</i> |
| <i>1.2 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.</i> |
| 2. TECHNICAL AND PROFESSIONAL CAPACITY |
| <i>2.1 Profound knowledge by at least one person of the Contractor's staff of Directive 94/9/EC and related certification matters, and good knowledge by at least one person of the contractor's staff of Directive 1999/92/EC and its relationship with Directive 94/9/EC</i> |
| <i>2.2 Minimum three years experience by the company in co-ordination of interest groups, enterprises, associations or similar</i> |
| <i>2.3 Good knowledge by at least one person of the contractor's staff of</i> |

| |
|---|
| <i>Directives 2006/95/EC and 2004/108/EC, and related matters such as risk analysis, standardisation, certification</i> |
| <i>2.4 Capability to collect and format useful technical information</i> |
| <i>2.5 Access to and sound knowledge of the relevant technical standards, in particular harmonised standards</i> |

Selection criteria 1.1, 1.2 and 2.1, 2.2, 2.3 apply to the tenderer, whilst selection criteria 2.4, 2.5 apply to the nominated technical secretary and his/her alternate.

These criteria will be assessed on the basis of the documents referred to in 3.2.2 and 3.2.3.

LOT 2: Machinery Directive 98/37/EC, revised by Directive 2006/42/EC

| <u>LOT 2 - SELECTION CRITERIA</u> |
|--|
| 1. FINANCIAL AND ECONOMIC CAPACITY |
| <i>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</i> |
| <i>1.2 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.</i> |
| 2. TECHNICAL AND PROFESSIONAL CAPACITY |
| <i>2.1 Profound knowledge by at least one person of the Contractor's staff of Directive 98/37/EC, its revision - Directive 2006/42/EC and related certification matters</i> |
| <i>2.2 Minimum three years experience by the company in co-ordination of interest groups, enterprises, associations or similar</i> |
| <i>2.3 Good knowledge by at least one person of the contractor's staff of Directives 2006/95/EC and 2004/108/EC, and related matters such as risk analysis, standardisation, certification</i> |
| <i>2.4 Capability to collect and format useful technical information</i> |
| <i>2.5 Access to and sound knowledge of the relevant technical standards</i> |

Selection criteria 1.1, 1.2 and 2.1, 2.2, 2.3 apply to the tenderer, whilst selection criteria 2.4, 2.5 apply to the nominated technical secretary and his/her alternate.

These criteria will be assessed on the basis of the documents referred to in 3.2.2 and 3.2.3.

LOT 3: ElectroMagnetic Compatibility Directive 2004/108/EC

| <u>LOT 3 - SELECTION CRITERIA</u> |
|---|
| 1. FINANCIAL AND ECONOMIC CAPACITY |
| <i>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</i> |
| <i>1.2 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.</i> |
| 2. TECHNICAL AND PROFESSIONAL CAPACITY |
| <i>2.1 Profound knowledge by at least one person of the contractor's staff of Directive 2004/108/EC and related certification matters</i> |
| <i>2.2 Minimum three years experience by the company in co-ordination of interest groups, enterprises, associations or similar</i> |
| <i>2.3 Good knowledge by at least one person of the contractor's staff of Directives 98/37/EC and 2006/95/EC, and related matters such as risk analysis, standardisation, certification</i> |
| <i>2.4 Capability to collect and format useful technical information</i> |
| <i>2.5 Access to and sound knowledge of the relevant technical standards</i> |

Selection criteria 1.1, 1.2 and 2.1, 2.2, 2.3 apply to the tenderer, whilst selection criteria 2.4, 2.5 apply to the nominated technical secretary and his/her alternate.

These criteria will be assessed on the basis of the documents referred to in 3.2.2 and 3.2.3.

LOT 4: Lifts Directive 95/16/EC

| <u>LOT 4 - SELECTION CRITERIA</u> |
|---|
| 1. FINANCIAL AND ECONOMIC CAPACITY |
| <i>1.1 Sufficient economic and financial capacity to guarantee continuous and</i> |

| |
|--|
| <i>satisfactory performance throughout the envisaged lifetime of the contract.</i> |
| <i>1.2 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.</i> |
| 2. TECHNICAL AND PROFESSIONAL CAPACITY |
| <i>2.1 Profound knowledge by at least one person of the Contractor's staff of Directive 95/16/EC (+ amendments) and related certification matters</i> |
| <i>2.2 Minimum three years experience by the company in co-ordination of interest groups, enterprises, associations or similar</i> |
| <i>2.3 Good knowledge by at least one person of the contractor's staff of Directive 98/37/EC, its revision - Directive 2006/42/EC and Directive 2004/108/EC, and related matters such as risk analysis, standardisation, certification</i> |
| <i>2.4 Capability to collect and format useful technical information</i> |
| <i>2.5 Access to and sound knowledge of the relevant technical standards</i> |

Selection criteria 1.1, 1.2 and 2.1, 2.2, 2.3 apply to the tenderer, whilst selection criteria 2.4, 2.5 apply to the nominated technical secretary and his/her alternate.

These criteria will be assessed on the basis of the documents referred to in 3.2.2 and 3.2.3.

3.2.2. Evidence of the economic and financial capacity of the service provider(s)

All tenderers must provide proof of their economic and financial capacity by submitting the following documents:

- a) by filling Annex 5.4, consisting of an extract of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the tenderer.
- b) a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;

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

3.2.3. Evidence of the technical and professional capacity of the service provider(s)

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents:

- a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; The Europass curriculum vitae format (http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1) shall be filled in and signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the tenderer will also be described.

This evidence refers to selection criteria 2.1 to 2.5.

- b) a list of the principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private;

This evidence refers to selection criteria 2.2 and 2.4.

- c) a description of the technical equipment, tools and plant to be employed by the firm for performing a service or works contract;

This evidence refers to selection criteria 2.4 and 2.5.

- d) a description of the measures employed to ensure the quality of supplies and services, and a description of the firm's study and research facilities;

This evidence refers to selection criterion 2.4.

- e) an indication of the proportion of the contract which the service provider may intend to subcontract.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by the Commission on its technical capacities and, if necessary, on its research facilities and quality control measures.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

3.3. STAGE 3 - APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)

The contract will be awarded to the most cost-effective tender. The following award criteria will be applied:

FOR ALL 4 LOTS

| No | Qualitative award criteria | Weighting (maximum points) |
|-------------------------------|--|----------------------------|
| 1. | <i>The quality of the proposed methodology to perform the tasks described in the technical specifications, point 4.1</i> | 50 |
| 2. | <i>Understanding of the specifications and coherence with the subject of the tender</i> | 50 |
| <i>Total number of points</i> | | 100 |

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 65 % in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

| Award criterion | |
|-----------------|---|
| | <i>Total price (including any planned renewals and the reimbursable expenses)</i> |

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

| Final Evaluation | |
|------------------|----------------------------|
| | Total Quality Points/Price |

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

3.4. INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the Commission will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

3.5. AWARD OF THE CONTRACT

The procurement procedure is concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to above shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

The Commission shall not sign the contract or framework contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the award decisions and decisions to reject.

After the award, during standstill period, the Commission will request to the tenderer proposed for award the evidence on exclusion criteria defined in section 3.1.3. If this evidence was not provided or proved to be unsatisfactory the Commission reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

3.6. DATA PROTECTION

The follow up of your response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (CE) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing your tender according to the specifications of the invitation to tender and will only be processed by Unit I4 'Mechanical, Electrical and Telecom Equipment', DG Enterprise and Industry, for this purpose. You may, upon request, obtain the communication of your personal data and rectify any inaccurate or incomplete personal data. Should you have any queries concerning the processing of your personal data, please address them to Unit I4 'Mechanical, Electrical and Telecom Equipment', DG Enterprise and Industry. As regards to the processing of your personal data, you have a right to recourse at any time to European Data Protection Supervisor.

4. TECHNICAL SPECIFICATIONS

Introduction

The purpose of this Invitation to Tender is to designate the Technical Secretariat for the different groups of notified bodies established under the following Directives for the next one to four years :

Lot 1: Equipment and Protective Systems intended for use in Potentially Explosive Atmospheres Directive – ATEX 94/9/EC

Lot 2: Machinery Directive 98/37/EC, revised by Directive 2006/42/EC

Lot 3: ElectroMagnetic Compatibility (EMC) Directive 2004/108/EC

Lot 4: Lifts Directive 95/16/EC

For the past four years, a Technical Secretary has been appointed for consecutive 12-month periods for all Directives mentioned. The latest contracts covering these tasks were executed by ABERTECH s.n.c. - Italy for the Machinery and Lifts Directive, by Verband der Technischen Überwachungsvereine e.V. (VdTÜV) – Germany for the ATEX Directive and by Mr Jan David Coenraads – The Netherlands for the EMC Directive.

4.1. DESCRIPTION OF TASKS

| |
|---------------------|
| LOT 1 - ATEX |
|---------------------|

The tasks to be carried out by the technical secretary referred to under this call for tender are the following:

- a) The Technical Secretary assists the Chairperson of the Group of Notified Bodies (ExNBG) in its work.

This will consist in:

- taking part in the meetings of the ExNBG in Brussels;
- preparing the agenda in collaboration with the Chairperson of the ExNBG;
- drafting the technical working papers, the reports of these meetings and their recommendations;
- proposing answers or solutions to the technical problems raised at the meetings of notified bodies, and draft the appropriate recommendations, as Clarification Sheets (CS);
- managing efficiently the body of recommendations adopted;
- providing Clarification Sheets to the Commission services for publication on the EUROPA website <http://ec.europa.eu/enterprise/atex/nb/sheets.htm>;
- keeping informed and reporting to the group on:
 1. work of the intersectoral groups of notified bodies when they meet
 2. progress with implementation of the Community legislation in the area concerned, according to the possible information provided by the Commission services
 3. work in the field of European standardisation;
- ensuring the continuity of the work of the Technical Secretariat throughout the contract;
- collecting all useful technical information and, at the request of the Commission services, to format them to allow notified bodies to carry out and co-ordinate their activity in the most effective way;
- taking part, at the specific request of the Commission services, in particular meetings of notified bodies when they are convened to deal with specific technical questions (for example relating to implementation of Mutual Recognition Agreements and corresponding agreements with candidate countries);
- ensure the liaison between the ExNBG and the working party/committee established under the Directive. The Technical Secretariat shall ensure that any issue requiring decision/guidance from the committee is accurately and timely reported to the committee. Equally, any conclusion from the committee relevant to the notified body activities shall be forwarded to the ExNBG in a timely fashion.
- taking part, on invitation, in the meetings organised by the Commission services in Brussels as well as at the meetings of the inter-sector groups of notified bodies referred to above.

- b) The Technical Secretary has also to be in a position to provide within four weeks, at the request of the Commission services, technical advice on subjects relating to the application of the directive concerned.
- c) The Technical Secretary must maintain a complete timetable of his activities; it must be appended to the management reports mentioned at item 4.2.
- d) The agenda, the reports of the meetings and the technical working papers must be drafted in English, French or German and submitted in due time to the Administrative Secretariat for translation to the two other languages; the Clarification Sheets must be drafted in English.

The Technical Secretariat has not the task to arrange for the logistic and organisation of the ExNBG meetings, because for these tasks (e.g. meeting room, hotel reservations, technical equipment, translation of meeting documents, photocopies), the Administrative Secretariat is responsible. This is also true for the basic management of the CIRCA website <http://circa.europa.eu/Members/irc/nbg/exnbg/home>.

The activity is estimated to:

| Initial period of 12 months | Second period of 12 months | Third period of 12 months | Forth period of 12 months |
|--|--|--|--|
| 30 man-days of which 2 days for meetings | 30 man-days of which 2 days for meetings | 30 man-days of which 2 days for meetings | 30 man-days of which 2 days for meetings |

Example of Clarification Sheet made by the European ATEX Notified Bodies Group (ExNBG):

Question:

Most portable multigas apparatus have a catalytic sensor and sensors for toxic gases. A typical toxic gas is hydrogen sulphide which often have an adverse effect to the measuring function of the catalytic sensor. Therefore, the results of the EC-type examination of the catalytic sensor will depend on whether the H2S-channel is tested in parallel on the same apparatus (e.g. according to EN 45544-series) or not and what sequence of tests is chosen. On the other hand, the adverse effect of one of the target gases of the apparatus on the performance of the catalytic sensor has serious implications on the safe function of the apparatus; the catalytic sensor may be damaged even when the H2S-sensor is calibrated. What has to be observed when a type examination of portable multigas apparatus is performed?

Answer:

- The requirements to the instruction manual (7.2 b, g, q of EN 50054 or 6.2 b, g, p of EN 61779-1, respectively) shall be interpreted in that way that the manual shall include a clear statement on the adverse effect of other measuring gases on the catalytic sensor and appropriate checking and calibration methods.
- In addition, the manual shall include a clear statement that after alarm caused by such a poisoning measuring gas the catalytic sensor shall be checked. If applicable, the NB shall give a recommendation to the manufacturer that the apparatus should indicate "Check flammable channel" after such an alarm.
- The EC-type examination shall be made for catalytic sensors without interference of potentially poisoning measuring gases if it is agreed with the manufacturer that the a.m. statements will be included in the manual. Otherwise the NB shall verify by appropriate tests (e.g. by typetesting the catalytic sensor in parallel with the potentially poisoning measuring channel) that such adverse effects are within an acceptable range.

| |
|--------------------------|
| LOT 2 - MACHINERY |
|--------------------------|

The tasks to be carried out by the technical secretary referred to under this call for tender are the following:

- a) The technical secretary assists the Chairman of groups of notified bodies in its work.

This will consist in:

- taking part in the meetings of the sector group of notified bodies in Brussels;
- preparing the agenda in collaboration with the Chairman of the groups of notified bodies;
- drafting the technical working papers, the reports of these meetings and their recommendations;
- proposing answers or solutions to the technical problems raised at the meetings of notified bodies, and draft the appropriate recommendations; - managing efficiently the body of recommendations adopted;
- providing Recommendations for Use (RfUs) to the Commission for publication on the Europa website; i.e.:
- keeping informed and reporting to the group and to the Commission on:
 1. work of the intersectoral groups of notified bodies when they meet;
 2. progress with implementation of the Community legislation in the area concerned, according to the possible information provided by the Commission services;

3. work in the field of European standardisation;
- ensuring the continuity of the work of the technical secretariat throughout the contract;
 - collecting all useful technical information and, at the request of the Commission services, to format them to allow notified bodies to carry out and co-ordinate their activity in the most effective way;
 - taking part, at the specific request of the Commission services, in particular meetings of notified bodies when they are convened to deal with specific technical questions (for example relating to implementation of Mutual Recognition Agreements and corresponding agreements with candidate countries);
 - ensure the liaison between the notified body group and the working party/committee established under the Directive. The technical secretariat shall ensure that any issue requiring decision/guidance from the committee is accurately and timely reported to the committee. Equally, any conclusion from the committee relevant to the notified body activities shall be forwarded to the notified body group and to the Commission in a timely fashion.
 - taking part, on invitation, in the meetings organised by the Commission services in Brussels as well as at the meetings of the inter-sector groups of notified bodies referred to above.
- b) The technical secretary has also to be in a position to provide within four weeks, at the request of the Commission services, technical advice on subjects relating to the application of the directive concerned.
- c) The technical secretary must maintain a complete timetable of his activities; it must be appended to the management reports mentioned at item 4.2.
- d) The agenda, the reports of the meetings and the technical working papers must be drafted in English, French or German and submitted in due time to the Administration Secretariat for translation to the two other languages; the recommendations must be drafted in English.

The technical secretariat has not the task to arrange for the logistic and organisation of the Notified Bodies meetings, because for these tasks (e.g. meeting room, hotel reservations, technical equipment, translation of meeting documents, photocopies) the administrative secretariat is responsible. This is also true for the basic management of the CIRCA website.

The activity is estimated to:

| Initial period of 12 months | Second period of 12 months | Third period of 12 months | Forth period of 12 months |
|---|---|---|---|
| 40 man-days of which max. 4 days for meetings | 40 man-days of which max. 4 days for meetings | 40 man-days of which max. 4 days for meetings | 40 man-days of which max. 4 days for meetings |

Example of Recommendations for Use made by:

Co-ordination of Notified Bodies Machinery-Directive 98/37/EC revised by Directive 2006/42/EC:

Question:

How can the prevention of errors of fitting components making up machinery or errors of connection likely to lead to a risk be ensured? What criteria should be retained to ensure that the instructions of the manufacturer prevent errors of fitting or connection?

Recommended solution:

Ensure that in the documentation :

- a. in the case of pre-fitting

the "pre-fitting" of items or couplings has already been carried out by the manufacturer. In these circumstances the handbook must provide the information necessary for any possible dismantling operation as well as on the risks likely to result from an error of fitting where there is the possibility of interchangeability.

- b. without pre-fitting

- o the items or couplings are fitted with polarizing slots in the case where "pre-fitting" has not previously been carried out. These devices should be strong enough not to break or deform if incorrect fitting is attempted.
- o the items or couplings must be identified by means of markings or distinctive colours when 'pre-fitting' and fitting of polarizing slots are not feasible. These markings must be affixed directly on the items and/or on their housing. If a direction of movement is required this should be indicated on the items and/or on their housing. The handbook must provide information regarding the risks likely to result from an error of fitting.

In all circumstances the handbook must explain the fitting and dismantling phases, and the cautions must be drafted clearly. Ensure by means of inspection that:

- a. the pre-fitting is in conformity with the documentation
- b. the polarising slots are efficient
- c. the markings are adequate

LOT 3 - EMC

The tasks to be carried out by the technical secretary referred to under this call for tender are the following:

- a) The Technical Secretary assists the Chairperson of the ECANB (Group Of Notified Bodies under the EMC Directive) in its work.

This will consist in:

- taking part in the meetings of the ECANB;
- preparing the agenda in collaboration with the Chairperson of the ECANB;
- drafting the technical working papers, the reports of these meetings and their recommendations;
- proposing answers or solutions to the technical problems raised at the meetings of notified bodies, and draft the appropriate recommendations, as Technical Guidance Notes (TCNs);
- managing efficiently the body of recommendations adopted; ;
- keeping informed and reporting to the group on:
 1. work of the intersectoral groups of notified bodies when they meet
 2. progress with implementation of the Community legislation in the area concerned, according to the possible information provided by the Commission services
- participate to meetings of interest for the EMC European standardisation upon request of ECANB and if no ECANB member can attend
- ensuring the continuity of the work of the Technical Secretariat throughout the contract;
- collecting all useful technical information and, at the request of the Commission services, so as to allow notified bodies to carry out and co-ordinate their activity in the most effective way;
- taking part, at the specific request of the Commission services, in particular meetings of notified bodies when they are convened to deal with specific technical questions (for example relating to implementation of Mutual Recognition Agreements and corresponding agreements with candidate countries);
- ensure, upon request of ECANB, the liaison between the ECANB and the working party established under the Directive (EMC WP). The Technical Secretariat shall ensure that any issue requiring decision/guidance from the EMC WP is accurately and timely reported to the EMC WP
- taking part, on invitation, in the meetings organised by the Commission services in Brussels as well as at the meetings of the inter-sector groups of notified bodies referred to above.

- b) The Technical Secretary has also to be in a position to provide within four weeks, at the request of the Commission services, technical advice on subjects relating to the application of the directive concerned.
- c) The Technical Secretary must maintain a complete timetable of his activities; it must be appended to the management reports mentioned at item 4.2.
- d) The agenda, the reports of the meetings and the technical working papers must be drafted in English, French or German and submitted in due time to the Administrative Secretariat for translation to the two other languages; the TGNs must be drafted in English.

The Technical Secretariat has not the task to arrange for the logistic and organisation of the ECANB meetings, because for these tasks (e.g. meeting room, hotel reservations, technical equipment, translation of meeting documents, photocopies), the Administrative Secretariat is responsible. This is also true for the basic management of the CIRCA website <http://circa.europa.eu/Public/irc/enterprise/emccbnb/home>.

The activity is estimated to:

| Initial period of 12 months | Second period of 12 months | Third period of 12 months | Forth period of 12 months |
|---|---|---|---|
| x 35 man-days of which max. 6 days for meetings | 35 man-days of which max. 6 days for meetings | 35 man-days of which max. 6 days for meetings . | 35 man-days of which max. 6 days for meetings |

Example of Clarification Sheet made by the ECANB:

Technical Guidance Note 15

Fully Anechoic Room (FAR) Measurements.

Announcement of the issue

Over the last few years the availability, at reasonable cost, and the use of FAR chambers has increased significantly in the EMC field.

The F.C.C. does not accept FAR chamber measurements for certification.

At present, results from FAR chambers are not acceptable for demonstrating compliance with the harmonised standards.

Current Situation

The current harmonised standards situation for FAR chambers is as follows:

1. CISPR/H/85/CD issued in April 2004 with comments due by July 27th 2004, adds limits for FAR measurements to the Generic emission standard for residential, commercial and light-industrial environments IEC/EN61000-6-3 (Table 1, Port 1.2), but is “only applicable to battery powered table top equipment not intended to have external cables attached”. The FAR limits are given for 3m. distance only.
2. CISPR/H/86/CD issued in April 2004 with comments also due by July 27th 2004, adds limits for FAR measurements to the Generic emission standard for industrial environments IEC/EN61000-6-4 (Table 1, Port 1.2), but is “only applicable to table top equipment”. The FAR limits are given for both 5m. and 10m. distances.

Both of these CDs have the following note added:

“National committees are encouraged to comment on these limits which coherence with the requirement in 1.1 (Enclosure – OATS & semi-anechoic method) have not been validated”.

In addition to the above, in CISPR A, there is a draft CD (CISPR/A/529/CD) which adds a new clause 7.2.9.4, Conditions for the use of alternative test methods, and annexes D, E, and F to CISPR 16-2-3 which gives the background measurement conditions and corrections required for FAR chamber measurements.

Clearly CISPR are taking their first tentative steps into accepting FAR chamber measurements and as yet, FAR chamber measurements cannot be used for the harmonized standards route to compliance.

Guidelines

FAR chamber measurements can be used as part of a TCF per the Article 10.2 compliance route. Given the state of the art of FAR chamber measurements and the technical contents of CISPR/A/529/CD it is clear that FAR chamber measurements are not directly comparable to those taken on an open area test site. Therefore some adjustment of the limits must be made to demonstrate that the equipment meets the essential requirements of the EMC Directive.

| |
|----------------------|
| LOT 4 - LIFTS |
|----------------------|

The tasks to be carried out by the technical secretary referred to under this call for tender are the following:

- a) The technical secretary assists the Chairman of groups of notified bodies in its work.

This will consist in:

- taking part in the meetings of the sector group of notified bodies in Brussels;
 - preparing the agenda in collaboration with the Chairman of the groups of notified bodies;
 - drafting the technical working papers, the reports of these meetings and their recommendations;
 - proposing answers or solutions to the technical problems raised at the meetings of notified bodies, and draft the appropriate recommendations; - managing efficiently the body of recommendations adopted;
 - providing Recommendations for Use (RfUs) to the Commission for publication on the Europa website; i.e.:
 - keeping informed and reporting to the group and to the Commission on:
 1. work of the intersectoral groups of notified bodies when they meet;
 2. progress with implementation of the Community legislation in the area concerned, according to the possible information provided by the Commission services;
 3. work in the field of European standardisation;
 - ensuring the continuity of the work of the technical secretariat throughout the contract;
 - collecting all useful technical information and, at the request of the Commission services, to format them to allow notified bodies to carry out and co-ordinate their activity in the most effective way;
 - taking part, at the specific request of the Commission services, in particular meetings of notified bodies when they are convened to deal with specific technical questions (for example relating to implementation of Mutual Recognition Agreements and corresponding agreements with candidate countries);
 - ensure the liaison between the notified body group and the working party/committee established under the Directive. The technical secretariat shall ensure that any issue requiring decision/guidance from the committee is accurately and timely reported to the committee. Equally, any conclusion from the committee relevant to the notified body activities shall be forwarded to the notified body group and to the Commission in a timely fashion.
 - taking part, on invitation, in the meetings organised by the Commission services in Brussels as well as at the meetings of the inter-sector groups of notified bodies referred to above.
- b) The technical secretary has also to be in a position to provide within four weeks, at the request of the Commission services, technical advice on subjects relating to the application of the directive concerned.

- c) The technical secretary must maintain a complete timetable of his activities; it must be appended to the management reports mentioned at item 4.2.
- d) The agenda, the reports of the meetings and the technical working papers must be drafted in English, French or German and submitted in due time to the Administration Secretariat for translation to the two other languages; the recommendations must be drafted in English.

The technical secretariat has not the task to arrange for the logistic and organisation of the Notified Bodies meetings, because for these tasks (e.g. meeting room, hotel reservations, technical equipment, translation of meeting documents, photocopies) the administrative secretariat is responsible. This is also true for the basic management of the CIRCA website.

The activity is estimated to:

| Initial period of 12 months | Second period of 12 months | Third period of 12 months | Forth period of 12 months |
|---|---|---|---|
| 32 man-days of which max. 4 days for meetings | 32 man-days of which max. 4 days for meetings | 32 man-days of which max. 4 days for meetings | 32 man-days of which max. 4 days for meetings |

Example of Recommendations for Use made by:

Co-ordination of Notified Bodies - Lifts Directive 95/16/EC

Question:

What shall be demonstrated with the test of the brake of an electric lift?

Answer:

EN 81-1, Annex D does not sufficiently describe the test of the brake of a lift.

The test has to demonstrate, that

- § where the brake is applied as intended, the deceleration of the car, loaded with 125% of the rated load and travelling downwards with rated speed, shall not exceed that resulting from the operation of the safety gear or stopping on the buffers;
- § where only one side of the brake is applied the car with rated load is slowed down from rated speed to a complete stop and is maintained stationary;
- § where only one side of the brake is applied, the braking distance shall be proportional to the rated speed.
- § redundancy is kept

FOR ALL 4 LOTS

Specific obligations of the Technical Secretary

Only one person will be named as a Technical Secretary. Any change of Technical Secretary must be submitted to the prior approval of the Commission services three months before the envisaged date of change. The qualification of the replacing Technical Secretary must be documented in that communication and the replacement will be subject to the prior approval of the Commission services. According to Article II.15 of the General Conditions the Commission services may terminate the contract where such a change would not satisfy any more the necessary requirements for the technical secretary.

A list of all Notified Bodies is publicly available under the following website:

http://ec.europa.eu/enterprise/newapproach/legislation/nb/notified_bodies.htm

The Technical Secretary has to be and remain independent of the interests of the manufacturers and of the users (among which purchasers and the contracting entities) of the products being the subject of certification in the sector concerned, unless he belongs to an entity representing all the economic actors concerned.

4.2. REPORTS AND DOCUMENTS

FOR ALL 4 LOTS

The Contractor is to provide the required reports and documents in accordance with the conditions of the standard service contract appended in Annex 5.2.

In addition to the technical documents necessary to carry out the tasks described at item 4.1, the technical secretary will draw up management activity reports as follows:

- a) An **interim activity report** for the first six-month period from the signature of the contract will be submitted within 15 days following this period and will be composed of three parts:
- detailed description of the work achieved for the six-month period;
 - detailed description of the work in progress as well as a detailed forecast of the future tasks;
 - a timetable of the activities of the technical secretary showing with the highest precision the number of man x days devoted in the concerned period. This timetable should be in line with financial offer. A copy of the duly filled out and signed attachment sheets, attesting the time devoted to the tasks (achieved work and work in progress) will be joined to the management report.

The Commission reserves the right to ask the contracting party to provide a copy of all the documents drawn up by the technical secretary as well as the documents, in preparation or finalised but not yet submitted or approved by the group(s).

The Commission will have twenty days to make its comments known to the contracting party, which will also have twenty days to amend its report taking into account these remarks.

- b) The **final activity draft** report will be submitted, at the latest, twelve and a half months after the date of signature of the contract. It will be composed of the 3 parts described above.

The Commission will have twenty days to make its comments known to the contracting party, which will also have twenty days to amend its report taking into account these remarks and to deliver the final document.

- c) A handover report: when the contract is not renewed the contractor shall submit, together with the final report covering the last 12 months period in which he has executed his tasks, a handover report indicating in detail the outstanding issues and tasks to be taken care of by the successive contractor

The reports shall be provided in English.

5. ANNEXES

ANNEXES

5.1. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO ENTR/09/014)

Exclusion Criteria Form

The undersigned [*name of the signatory of this form, to be completed*]:

in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator⁴*)

or

representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

⁴ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above⁵.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters 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 Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it 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 his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

⁵ Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

5.2. DRAFT SERVICE CONTRACT

See separate document.

5.3. MODEL GUARANTEE

Model Contract performance guarantee

Bank (Letterhead)
[Place/Date]

European Community
Represented by the European Commission
Directorate-General Enterprise and Industry – [Unit]
1049 Brussels - Belgium

Contract performance guarantee No ... [Subject/Brief description of contract]

We hereby confirm that we give the European Community an unconditional and irrevocable joint and several guarantee for an unlimited period to the value of

EUR [...] (in words: ... euro)

for performance of the contract concluded between the European Community and

[Firm/Name/Address – as given in the contract (No/exact title – hereinafter “the contract”)]
(hereinafter “the Contractor”).

If the Commission gives notice that the Contractor has for any reason failed to fulfil his obligations under the contract by the due date, the Bank, acting on behalf of the Contractor, undertakes to pay up to the above amount into a bank account designated by the Commission immediately on receipt of a first written request from the Commission (sent by registered post, with acknowledgement of receipt).

The Bank waives the right to require exhaustion of remedies against the principal, 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.

The Bank may be released from this guarantee only with the Commission’s written consent and does not have the right of deposit without its consent.

The Bank’s obligations under this guarantee are not affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.

This guarantee shall take immediate effect. It shall expire on return of this document, which must occur within [30] days after the final payment under the contract has been made.

This guarantee is governed by the law applicable to the contract.

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

[Place/Date]

[Signature/Function]

[Signature/Function]

**5.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER
No ENTR/./..)**

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

5.5. SUBCONTRACTOR / LETTER OF INTENT ENTR/./..

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.17 in relation with checks and audits.

Full name

Date

Signature

.....

5.6. 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 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 Contract 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 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 Contract 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

5.7. CHECKLIST OF DOCUMENTS TO BE SUBMITTED

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 n) depending on the role of each economic operator in the tender (coordinator/group leader in joint bid, partner in joint bid, single contractor, main contractor, 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 | Section | Coordinator or group leader in joint bid | All partners in joint bid | Single or Main contractor | Sub-contractor |
|--|---------|--|---------------------------|---------------------------|----------------|
| Power of attorney of partners in joint bid indicating the group leader (see annex 5.6) | 1 | | n | | |
| Letter of intent of subcontractor (see annex 5.5) | 1 | | | | n |
| Legal Entity Form (see section 2.3.1) Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm | 1 | n | n | n | n |
| Supporting documents for the Legal Entity File Form | 1 | n | n | n | |
| Financial Identification form (see section 2.3.1) Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_fr.htm . | 1 | n | | n | |
| Exclusion Criteria form (see section 3.1 and annex 5.1) | 2 | n | n | n | n |
| Evidence of Economic and financial capacity (see section 3.2.2 and annex 5.4) | 3 | n | n | n | |
| Evidence of Technical and professional capacity (see section 3.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1 | 3 | n | n | n | n |

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

| Description | Section | Coordinator or single tenderer |
|--|---------|--------------------------------|
| Technical Proposal (see section 2.3.2 and 4) | 4 | n |
| Financial Proposal (see section 2.3.3) | 5 | n |