



EUROPEAN COMMISSION
DIRECTORATE-GENERAL HUMANITARIAN AID AND CIVIL PROTECTION - ECHO

ECHO.B – Humanitarian and Civil Protection Operations
B.1 – Emergency Response

Dear Sir/Madam,

Subject: Invitation to Tender – Call for tenders No ECHO/B.1/SER/2012/01

Ref.: Open procedure, OJ 2012/S 117-192776 of 21 June 2012

Title: Exercises on civil protection modules, technical assistance and support teams and European Union civil protection teams

Thank you for your interest in the above-mentioned contract. We are pleased to enclose a copy of the tendering documents.

1. Lodging of the tender

If you are interested, you should submit a tender in one of the official languages of the European Union.

The deadline for submission of tenders is :

12 September 2012

Tenders may be:

a) either sent by registered mail, (date of postmark serving as evidence of timely delivery); to the following address:

**European Commission
Directorate-General for Humanitarian Aid and Civil Protection – ECHO
1049 Brussels, Belgium**

b) or sent by courier services (date of deposit slip serving as evidence of timely delivery), to the address below,

c) or delivered by hand, in person or by an authorised representative (date of acknowledgement of receipt by the Commission serving as evidence of timely delivery) to the following address:

**Service central de réception du courrier
Avenue du Bourget, 1-3
1140 Brussels, Belgium
The envelope should bear the above-mentioned address**

In case of hand-delivery, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery. This department is open from 08.00 to 17.00 from Monday to Thursday and from 08.00 to 16.00 on Friday; it is closed on Saturdays, Sundays and Commission holidays.

Please note that for security reasons hand deliveries (including courier services) are not accepted in other Commission buildings.

2. Presentation of the tender

The tender must be submitted, **in triplicate (one original and 2 copies + a USB stick or a CD-Rom)**, under double sealed cover.

The inner envelope should be addressed to the department indicated in a) and marked as follows :

<p style="text-align: center;"><u>INVITATION TO TENDER</u></p> <p style="text-align: center;">Call for tender n°: ECHO/B/1/SER/2012/01 From: (Company name)</p> <p style="text-align: center;"><u>NOT TO BE OPENED BY THE INTERNAL MAIL</u> <u>DEPARTMENT.</u></p>

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape.

Tenders must be drawn up following the instructions and using the model forms in the specifications. These specifications and the draft contract are attached to this invitation to tender. The specifications list all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity.

For further modalities on drafting your tender, please refer to section 4 of the tender specifications attached.

3. Acceptance of terms and conditions

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the 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.

Please refer to section 3.3 of the attached tender specifications for further information.

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 below). During this period, the tenderer may not modify the terms of his tender in any respect.

5. Contact between the tenderers and the Commission

Contacts between the Commission and the tenderers may take place only under exceptional circumstances. Please refer to section 3.2 of the attached tender specifications for further details.

6. Other provisions

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, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.

Once the Commission has opened the tender, the document shall become the property of the Commission and it shall be treated confidentially.

You will be informed whether or not your tender has been accepted.

We look forward to receiving your tender.

Yours sincerely,

Steffen Stenberg

Annex: Tendering documents including technical specifications and draft contract

CALL FOR TENDER
No ECHO/B.1/SER/2012/01

**EXERCISES ON CIVIL PROTECTION MODULES,
TECHNICAL ASSISTANCE AND SUPPORT TEAMS AND
EUROPEAN UNION CIVIL PROTECTION TEAMS**

Open procedure

TENDER SPECIFICATIONS

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1. TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

The Community Mechanism to facilitate reinforced cooperation in civil protection assistance interventions was established by Council Decision No. 2001/792/EC Euratom¹ and Commission Decision (2004/277)² of 29/12/2003 laying down rules for the implementation of the above mentioned Council Decision. Council Decision 2007/779/EC, Euratom of 8 November 2007 established a recast of this Mechanism³ in which thirty-two Participating States - the EU-27, the EEA countries (Liechtenstein, Norway and Iceland), Croatia and the former Yugoslav Republic of Macedonia participate. The adoption of Council Decision 2007/162/EC, Euratom establishing a Civil Protection Financial Instrument⁴ represents an important step forward in the development of cooperation in the field of civil protection at EU level.

The overall objective of the Mechanism is to facilitate European cooperation in civil protection assistance interventions in the event of major emergencies, or the imminent threat thereof, inside or outside the European Union which may require urgent response actions. In accordance with the principle of subsidiarity, it can make support available on request if a disaster overwhelms the response capacity of an affected country. By pooling the civil protection capabilities of the Participating States, the Mechanism can ensure even better protection, primarily of people, but also of the natural and cultural environment and of property. In order to enable and ensure effective assistance intervention in emergencies, as well as rapid and coordinated mobilisation of teams with the requisite flexibility, some preparatory measures are also foreseen.

The Communication "Towards a stronger European disaster response: the role of civil protection and humanitarian assistance"⁵ is taken into account by using this opportunity to contribute to building a stronger, more comprehensive, better coordinated and more efficient disaster response capacity in the European Union. The creation of a European Emergency Response Capacity, based on Member States' assets, and the development of a European Emergency Response Centre, are proposed as the cornerstones of such a strategy with the objective of bringing the wealth of expertise and resources - available at local, national and the EU levels - together into a strengthened EU disaster response system. It focuses on the delivery of relief assistance in the first emergency phase. Deployed assets will be managed on site by the respective Participating States. The facilitation of coordination between the different civil protection modules and teams on the ground, and where relevant their integration into the UN cluster system, will be ensured by EU experts from Commission and Participating States (the European Union Civil Protection Team - EUCPT). They will be deployed by the Monitoring and Information Centre of the European Commission. For this goal education, training and exercises are the interlinked and inextricable elements of preparing the civil protection modules, technical assistance and support teams (TAST) and EUCPT that might be deployed to assist the affected country and to facilitate the coordination of the European efforts.

Commission Decision No. 2004/277/EC, Euratom of 29 December 2003 lays down the rules for the implementation of the Mechanism, defining its duties and the functioning of the various preparatory measures, including a training programme to enhance the coordination of civil protection assistance

¹ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2001:297:0007:0011:EN:PDF>

² <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:087:0020:0030:EN:PDF>

³ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:314:0009:0019:EN:PDF>

⁴ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:071:0009:0017:EN:PDF>

⁵ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2010:0600:FIN:EN:PDF>

interventions. The European Commission funds a general training programme and several exercises per year. The exercises on civil protection modules, TAST and EUCPT shall fit into this system.

On 20 December 2007 Commission Decision No. 2008/73/EC, Euratom (implementing rules on modules)⁶ amending Commission Decision No. 2004/277/EC, Euratom of 29 December 2003 was adopted. It introduces implementing rules for a module concept. Civil protection modules are task and needs driven pre-defined arrangements of resources from one or more Participating States on a voluntary basis. They have to be self-sufficient, interoperable and can be dispatched at very short notice. The implementing rules cover the main characteristics of civil protection modules such as their tasks, capacities, components as well as their deployment time and define their appropriate degree of self-sufficiency and interoperability. The rules also provide for TAST which may support the EUCPT and may, under specified conditions, be incorporated in specific modules to fulfil support functions. Participating States register modules/TAST with the Commission. A list of contact point for further information about registered modules/TAST in Participating States can be found in Appendix 1.

1.2. DESCRIPTION OF TASKS

The **purpose** of this call for tender is to design, plan, conduct and evaluate specific exercises for civil protection modules, technical assistance and support teams (TAST) and European Union Civil Protection Teams (EUCPT) deployable in the field of civil protection, appointed by the Participating States of the Civil Protection Mechanism according to Article 4 and 5 of the Council Decision No. 2007/779/EC, Euratom.

The **overall objective** of this call for tender is to design a base scenario of an international deployment for exercises for the personnel and equipment of registered civil protection modules/TAST and EUCPT. On the basis of this scenario the objective is to design, plan, conduct and evaluate specific exercises for civil protection modules/TAST and EUCPT in the civil protection field. Specific needs are, among others, the work in an international environment (including international guidelines), interoperability, self-sufficiency, communication issues and exchange of information about equipment and command structures. Lessons learnt from the exercises shall be immediately integrated into the following exercises. The exercises shall enhance operational cooperation between the Participating States' modules/TAST as well as the EUCPT and also create a possibility to test the coordination of EU civil protection assistance in accordance with rules and regulations. The exchange of information of different equipment and of information of command structures and communication tools is also an important point. Besides, special attention has to be given to the international environment of the mechanism intervention, e.g. the interactions of modules/TAST, EUCPT, humanitarian and other relevant international actors.

Modules/TAST from as many different Participating States as possible should be involved to assure that a variety of different Participating States has the opportunity to participate in the exercises. An important overall objective is also to build up and exchange knowledge concerning the deployment of modules and experts through the Mechanism as well as concerning the organisation of these specific exercises. The knowledge transfer is not only important for the modules as such but also for the civil protection authorities of Participating States. Therefore a strong focus has to be put on the cooperation with civil protection authorities in all phases of the exercises (design, planning, implementation and evaluation). This cooperation is an indispensable criterion for the tender, taking into account that most of the civil protection modules and TAST are organised by public authorities. Furthermore the assets are registered and later deployed on the basis of the decision of

⁶ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32008D0073:EN:NOT>

Participating States. The cooperation of the contractor with different civil protection authorities during all phases of the exercise is crucial. This close cooperation has to be clearly demonstrated. Special attention has to be given to a close collaboration with the civil protection authorities of the country where the exercise is supposed to take place.

The Commission has launched earlier tenders for modules exercises. The results, evaluation and lessons learnt of the tenders DG ENV A.3/SER/2009/0020 and DG ECHO B.1/SER/2011/03⁷ shall be taken into account. A cooperation of the different contractors of this tender as well as with other contractors concerning training, exercises and evaluation in the field of civil protection is important.

Tenderers are asked to show in their offer how they intend to meet this objective.

This tender procedure is divided into three lots.

Lot 1: Design, plan, conduct and evaluate five staff exercises for key personnel of civil protection modules, technical assistance and support teams (TAST) as well as experts of a European Union Civil Protection Team (EUCPT)

The contractor shall design a base scenario for a staff exercise for key personnel of civil protection modules/TAST as well as a EUCPT and then plan, conduct and evaluate **five** exercises on the basis of the designed model. Each of the exercises shall have a capacity of a maximum of **20 participants** (consisting of 14 key personnel of modules, 2 key personnel of TAST or at least TAST trained plus 4 Community Mechanism trained experts to establish an on site coordination hub as part of the exercise). Participants will be appointed by the Participating States of the Civil Protection Mechanism according to Article 27 of the Council Decision No. 2004/277/EC Euratom. Each exercise shall last two and a half days (travel time excluded). The exercises shall be conducted during the period July 2013 to June 2014. The actual dates must be approved by the Commission.

Lot 2: Design, plan, conduct and evaluate three exercises for High Capacity Pumping, Water Purification, CBRN Detection and Sampling and experts of a European Union Civil Protection Team (EUCPT)

The contractor shall design the base scenario for a functional exercise and then plan, conduct and evaluate **three** exercises on this basis. Each of the exercises shall have a capacity of participation of at least **three** civil protection modules from different Participating States (which can be a different combination chosen from High Capacity Pumping, Water Purification, CBRN Detection and Sampling) as well as a European Union Civil Protection Team (EUCPT) of **five** experts to establish an on site coordination hub as part of the exercise. Participation of modules shall be confirmed by Participating States (contract or letter of intent). Each exercise shall last four days (including arrival and departure times). The exercises shall be conducted during the period October 2013 to October 2014. The actual dates must be approved by the Commission.

Lot 3: Design, plan, conduct and evaluate three exercises for Medium/Heavy Urban Search and Rescue (USAR), technical assistance and support team (TAST) and experts of a European Union Civil Protection Team (EUCPT)

The contractor shall design a base scenario of a functional exercise and then plan, conduct and evaluate **three** exercises on this basis. Each of the exercises shall have a capacity of participation of at least **three** USAR **and one** TAST from different Participating States as well as a European Union Civil Protection Team (EUCPT) of **four** experts to establish an on site coordination hub.

⁷ http://ec.europa.eu/echo/funding/opportunities/calls/tender_exercises_modules_2011_en.htm

Participation of modules shall be confirmed by Participating States (contract or letter of intent). Each exercise shall last four days (including arrival and departure times). The exercises shall be conducted during the period October 2013 to October 2014. The actual dates must be approved by the Commission.

The contractor shall work under the supervision of the European Commission and in close coordination with other contractors holding service contracts or grants on Civil Protection training courses and exercises. In particular the contractor shall work in close cooperation with other contractors of this tender to achieve maximum consistency.

The contractor shall undertake the following tasks, with reference to Council Decision No. 2007/779/EC, Euratom establishing a Community Civil Protection Mechanism (recast) and to Commission Decision No. 2008/73/EC, Euratom amending Commission Decision No. 2004/277/EC, Euratom of 29 December 2003 laying down rules for the implementation of the above mentioned Council Decision establishing a Community Mechanism to facilitate reinforced cooperation in civil protection assistance interventions:

In detail:

Lot 1: Design, plan, conduct and evaluate five staff exercises for key personnel of civil protection modules, technical assistance and support teams as well as experts of a European Civil Protection team

PHASE 1 – DESIGN	
Task 1 Cooperation	<p>Within the first three months after signing the contract, the contractor will meet the Commission in Brussels and give an outline about the detailed planning of the implementation of the tender.</p> <p>In addition, the contractor shall organise, host and chair a one day planning meeting of a working group during phase 1 or 2. The involvement and participation in this working group (minimum of eight participants) of relevant interest groups, such as participating contractors of this and/or other call for tenders in the field of civil protection, civil protection authorities of Participating States, trainers or evaluators shall be actively pursued. The meetings can be arranged back-to-back but not in parallel with similar meetings of the contractors of the other lots of this tender. The contractor has to cover the costs for the meeting as well as for accommodation if necessary and travel of the participants. Participants have to sign a confirmation that no other party will cover the cost for this meeting. The Commission shall be invited to participate at its own cost. The Commission shall approve the list of participants and the dates of the meeting.</p> <p>Other consultations can be arranged as video or phone conferences. It is up to the contractor to organize additional meetings also on a bilateral basis where it is considered necessary. The contractor shall consult the Commission in writing before major decisions are taken. The official language shall be English.</p>
Task 2	<p>The contractor shall design the model of a staff exercise for key personnel of the civil protection modules, TAST and the experts of a EUCPT, taking into account their specific needs. The contractor has to develop a scenario and a detailed</p>

<p>Design</p>	<p>schedule and event list for conducting the exercise alongside the following main objectives:</p> <ul style="list-style-type: none"> ▪ to verify and improve procedures, to establish a common understanding of the cooperation in civil protection assistance interventions with modules/TAST/EUCPT and to accelerate the response in major emergencies. ▪ to provide a learning opportunity for all actors involved in civil protection assistance interventions with modules/TAST/EUCPT under the Community Civil Protection Mechanism. ▪ to enhance cooperation between the Participating States' modules/TAST/EUCPT. ▪ to test the coordination of EU civil protection assistance in accordance with rules and regulations. ▪ special attention has to be given to the international environment of the Mechanism intervention, e.g. the interactions of modules, EUCPT, humanitarian and other relevant international actors, the guidelines of host nation support. <p>as well as</p> <ul style="list-style-type: none"> ▪ to enhance the exchange of information of different equipment and command structures in modules/TAST from different Participating States, ▪ to improve the understanding of interoperability, self-sufficiency and communication issues, ▪ to train the possibilities to cooperate between different modules/TAST/EUCPT, ▪ to look into possible compatibility of equipment, ▪ to enhance the common understanding of safety and security, <p>Furthermore, the following conditions shall be taken into consideration during the design process:</p> <ul style="list-style-type: none"> ▪ the exercise will last two and a half days, therefore time compression will be needed to be able to cover all the major phases of the simulated intervention, ▪ the composition of the participants and the represented modules might differ – the design and scheduling of the base scenario has to take this into account by providing alternative schedules, event lists and inputs. Two of the five exercises shall be focused on forest fires and shall be reserved and prioritised for key personnel of forest fire fighting modules, the experts in the TAST and EUCPT should also have an expertise in forest fire fighting
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issues if possible,

- the participants shall be combined of: 14 key personnel of registered civil protection modules, preferably two key personnel (e.g. module leader and deputy) from each of approximately 7 modules; 2 key personnel of TAST or at least TAST trained experts who are supposed to support the EUCPT which shall be composed of four Mechanism trained experts (who must have followed at least the OPM course of the general training programme, exceptions must be approved by the Commission). The EUCPT shall be composed in the same way as teams for real deployments, consisting of a team leader, deputy and team members. The EUCPT has to be equipped with an Assessment Mission Kit (or with equipment similar to the composition of the kit). The experts of the EUCPT shall be nominated by the national training coordinators,
- exercise evaluation is an important and integral part of the exercise cycle. Exercise evaluation refers to evaluation of the exercise play and evaluation of the exercise design and conduct. The purpose of the former is the improvement of the Mechanism as a whole (performance of duties, procedures, etc) while the purpose of the latter is the improvement of the methodology of exercise planning and conduction. The evaluation methodology and outcome of the last two modules exercise cycles should be taken into account and the evaluation approach should be presented to the Commission for agreement. The feed back of the participating modules, TAST experts and EUCPT shall also be included in the evaluation. Cooperation with other evaluators contracted by other tenders in the field of the civil protection Mechanism should be actively pursued,
- self evaluation and immediate feed-back of participants shall be foreseen during the exercise,
- specific evaluation sheets for evaluators and participants have to be designed to assure appropriate evaluation. Existing evaluation procedures and sheets should be taken into account,
- the exercise schedule has to indicate expected reactions and possible solutions of the participants as well as all the planned inputs.

All communication with the European Commission during the life-time of the service shall be in English.

The result of the designing process shall be presented as an Interim Report (including script, detailed schedule, event list with expected outcome, evaluation sheets and report of the working group meeting) no later than five months after the signature of the contract.

The Commission shall then approve or make changes within a month after having received the Interim Report. The contractor shall store all documentation of the designing process in English on a CD Rom and it shall become part of the Interim report to the Commission.

	On request the contractor shall meet the Commission in Brussels to present and clarify the Interim Report.
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PHASE 2 – PLANNING	
Task 3 Planning	<p>On the basis of the base scenario the contractor shall plan four staff exercises, each of which can accommodate maximum 20 participants (14 participants of key personnel of modules, 2 key personnel of TAST (or at least TAST trained experts) and four Community Mechanism trained experts establishing an on site coordination hub/OSOCC.</p> <p>Furthermore,</p> <ul style="list-style-type: none"> ▪ an exercise control group with a minimum of three people has to be established to run the exercise. During the exercise strong emphasis should always be given to the separation between play and exercise control. It is of importance to use properly trained and experienced personnel. Steering the exercise by actively pursuing it, feeding in injects in a timely and efficient manner is essential for the success of the exercise. Specific attention has also to be given to the steering of the EUCPT. This should also take into account reactions to the products of the EUCPT, e.g. reports, media interviews or other correspondence. Steering tools can also be injected via the virtual OSOCC which should be part of the exercises, ▪ a minimum of four trainers shall attend the exercise to give assistance, guidance and feed back to the participants, one trainer should be specifically dedicated for the EUCPT, ▪ a minimum of two evaluators shall follow the exercise – the contractor has to provide the evaluators with the schedule as well as with a detailed evaluation sheet, ▪ two observers per exercise shall be accepted – the contractor has to organise transport, travel and accommodation. Observers shall be contractors of other lots of the tender, contractors of other tenders or grants in civil protection or from participating civil protection authorities. Observers shall participate on their own costs. The observers will be chosen in agreement with the Commission. The observers can also assist with some tasks of the evaluation if appropriate, ▪ a maximum of 20 actors and support staff can be foreseen for the exercise, ▪ organisers of the different lots shall cooperate closely. They should try to synchronize the staff exercises with the functional exercises. If possible key personnel of modules/TAST, who are participating in the functional exercises of lot 2 and 3, should be trained in the staff exercise before taking part in the functional exercise. Lessons learnt should be exchanged between organisers, ▪ each exercise shall last two and a half days (travel time excluded). The exercises shall be conducted during the period July 2013 to June 2014. The

	<p>actual dates must be approved by the Commission in writing,</p> <ul style="list-style-type: none"> ▪ the contractor shall send the final exercise schedule in an electronic version (CD ROM) including the final planning for the exercises as well as the final detailed exercise schedule including a comprehensive overview about all events, injects, expected outcome for each exercise to the European Commission at the latest one week before the first day of each exercise, ▪ the contractor's team of trainers and evaluators must come from various countries participating in the Community Mechanism. All trainers and evaluators shall understand and speak English fluently and the whole exercise shall be prepared and conducted in English.
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PHASE 3 – DOCUMENTATION AND VENUE

<p>Task 4 Documentation</p>	<p>The contractor shall prepare detailed briefing and documentation for the exercises and provide trainers, evaluators, participants and the Commission with a printed version of all relevant documentation for the exercise in English on the first exercise day in a cover four ring binders (DIN norm).</p> <p>In addition, the contractor shall send all documentation concerning the design and planning of the exercises on a CD-ROM to the Commission not later than 4 weeks before the first exercise.</p> <p>The contractor shall also send all documentation concerning the conduction and evaluation of each exercise on a CD-ROM to the Commission not later than 6 weeks after each exercise.</p>
<p>Task 5 Exercise venue and Transport</p>	<p>The contractor shall ensure all practical arrangements concerning attendance, travel, food and accommodation of the participants at least four weeks before the first day of each exercise. Provisions must be made to ensure the timely arrival of the invited participants. Participants shall travel economy class (plane) and/or second class (train) whichever takes the least amount of time and is feasible. The contractor has full responsibility to ensure that tickets are delivered appropriately and on time to the participants.</p> <p>The contractor shall contract a venue which offers single bedrooms with own bathroom including shower for each participant. The venue should provide one lecture hall, and separate rooms or separated areas in a room with full access to PC including high speed Internet access 24/24.</p> <p>The contractor shall plan for a situation where the overall time consumption for travel from the nearest airport to the venue and return, daily travel between accommodation and venues and passive travel time during the exercise session do not exceed a total of 12 hours.</p>

PHASE 4 – CONDUCTION

<p>Task 6 Conduction of</p>	<p>The exercises will be conducted in English. The contractor shall conduct the exercises according to the previously approved final exercise schedule ensuring all practical arrangements concerning attendance, travel, food and</p>
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<p>the exercise</p>	<p>accommodation of the participants. The contractor shall immediately report to the Commission in writing if “force majeure” prevents the contractor from conducting the course according to the approved schedule. An exercise can be cancelled in agreement with the Commission and if less than 10 participants have registered.</p> <p>The contractor shall distribute to and collect from the participants the evaluation forms. Certificates issued by the contractor and signed by a Commission representative at the end of the exercise will only be issued to participants attending the full exercise. The contractor shall register the attendance of every participant and contact the sending Participating State and the Commission immediately if expected participants do not register or participants leave the exercise before the scheduled time. The contractor is not entitled to permit participants to arrive later than scheduled, leave during the exercise or leave earlier than scheduled and shall, if requested for this by participating states or participants, in detail explain the consequences concerning a non-obtained certificate.</p>
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<p>PHASE 5 – EVALUATION AND REPORTS</p>	
<p>Task 7 Evaluation of the exercise</p>	<p>The contractor shall present an evaluation report in English at the latest six weeks after the last day of each exercise. Basic questions concerning the evaluation can be found in appendix 3. The evaluation reports shall also include a paragraph of lessons learnt during the exercise and at least two slides of a digital presentation (e.g. Power Point) concerning the most important lessons learnt. The evaluation reports shall not refer to personal data and will be uploaded by the Commission on their website.</p>
<p>Task 8 Progress reports</p>	<p>The contractor shall prepare a progress report in English after each exercise with due regard to the structure which is laid down in appendix 2. This shall be made available at the latest six weeks after the last day of the exercise in both printed (1 copy) and electronic format.</p>
<p>Task 9 Participation in lessons learnt meeting</p>	<p>During the lifespan of this contract the contractor shall take part in a lessons learnt or comparable meeting in Brussels and give a presentation with digital aid about the lessons learnt during all phases of the exercise (designing, planning, conduction and evaluation). Lessons learnt or comparable meetings take place on a regular basis in Brussels. The date of participation will be agreed with the Commission.</p>
<p>Task 10 Final consolidated progress report</p>	<p>The contractor shall prepare a final consolidated progress report in English. This shall be made available at the latest 12 weeks after the last day of the last exercise in both printed (1 copy) and electronic format. The final progress report shall also include all documentation of all phases of the exercise (e.g. planning documentation, exercise schedules, evaluation sheets, all progress and evaluation reports) on a CD ROM.</p>

Lot 2: Design, plan, conduct and evaluate three exercises for High Capacity Pumping, Water Purification, CBRN Detection and Sampling and experts of a European Union Civil Protection Team (EUCPT)

PHASE 1 – DESIGN	
<p>Task 1 Cooperation</p>	<p>Within the first three months after signing the contract, the contractor will meet the European Commission in Brussels and give an outline about the detailed planning of the implementation of the tender.</p> <p>In addition, the contractor shall organise, host and chair a one day planning meeting of a working group during phase 1 or 2. The involvement and participation in this working group (minimum of eight participants) of relevant interest groups, such as participating contractors of this and/or other call for tenders in the field of civil protection, civil protection authorities of Participating States, participating modules, trainers or evaluators shall be actively pursued. The meetings can be arranged back-to-back but not in parallel with similar meetings of the contractors of the other lots of this tender. The contractor has to cover the costs for the meeting as well as for accommodation if necessary and travel of the participants. Participants have to sign a confirmation that no other party will cover the cost for this meeting. The Commission shall be invited to participate at its own cost. The Commission shall approve the list of participants and the dates of the meeting.</p> <p>Other consultations can be arranged such as video or phone conferences. It is up to the contractor to organize additional meetings also on a bilateral basis where it is considered necessary. The contractor shall consult the Commission in writing before major decisions are taken. The official language shall be English.</p>
<p>Task 2 Design</p>	<p>The contractor shall design the base scenario for a functional exercise for High Capacity Pumping, Water Purification, CBRN Detection and Sampling and EUCPT. The contractor has to develop a scenario for the deployment of these modules and EUCPT as well as in a second step a detailed schedule and event list for conducting the exercise alongside the following main objectives:</p> <ul style="list-style-type: none"> ▪ to verify and improve procedures, to establish a common understanding of the cooperation in civil protection assistance interventions with modules and EUCPT and to accelerate the response in major emergencies, ▪ to provide a learning opportunity for all actors involved in civil protection assistance interventions with modules and EUCPT under the European Civil Protection Mechanism, ▪ to enhance operational cooperation between the Participating States' modules and EUCPT, ▪ to test the coordination of EU civil protection assistance in accordance with rules and regulations ▪ Special attention has to be given to the international environment of the Mechanism intervention, e.g. the interactions of modules, EUCPT, humanitarian and other relevant international actors, the guidelines of host

	<p>nation support,</p> <p>as well as</p> <ul style="list-style-type: none"> ▪ to enhance the exchange of different equipment and of information of command structures and communication tools in modules from different Participating States, ▪ to look into compatibility of equipment, ▪ to improve the understanding and implementation of interoperability, self-sufficiency and communication problems, ▪ to test the possibilities to cooperate between different modules as well as EUCPT, ▪ to enhance the common understanding and implementation of safety and security during an emergency, <p>Furthermore, the following conditions shall be taken into consideration during the designing process:</p> <ul style="list-style-type: none"> ▪ The exercise will last for four days; therefore time compression will be needed to be able to cover all the major phases of the simulated intervention. Generally the travel time of the personnel of the modules is part of the deployment and therefore included in the four days, exceptions can be discussed with the Commission. Equipment can be sent separately where necessary and more cost efficient. The exercise shall be carried out at least into night hours to also test the shift system. The contractor shall organise a social event at the end of the exercise to give participants a networking possibility. ▪ As the exercise will be conducted with at least three modules (chosen from High Capacity Pumping, Water Purification and/or CBRN Detection and Sampling) the composition of represented modules in the exercise might differ – the design and scheduling of the base scenario has to take this into account. High Capacity Pumping or Water Purification should participate in pairs (meaning always two of this kind of modules from different participating states) if possible. It is also possible to carry out one or two of the exercises with modules of the same kind but they always have to come from different Participating States. ▪ The choice of participating modules shall be made in close cooperation with the Commission. ▪ The exercise for the EUCPT should start earlier than for the modules with first arrival of the team, injects about fictional teams already onsite, inserting logistical problems e.g. concerning transportation as well as establishing the coordination hub/OSOCC etc. The modules could for example arrive on day 1 in the evening and the actual exercise play can start
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in the morning of day 2.

- The EUCPT shall be composed of five Mechanism trained experts (who must have followed at least the OPM course of the general training programme, exceptions must be approved by the Commission). The EUCPT shall be composed as the teams for real deployments, consisting of a team leader, deputy, team members and at least one TAST trained or IT/Communication expert should be part of the team. The EUCPT has to be equipped with an Assessment Mission Kit (or with equipment similar to the composition of the kit).
- At the end of the exercise a short feedback session shall be planned to give participants the possibility for an immediate feed back.
- Exercise evaluation is an important and integral part of the exercise cycle. Exercise evaluation refers to evaluation of the exercise play and evaluation of the exercise design and conduct. The purpose of the former is the improvement of the Mechanism as a whole (performance of duties, procedures, etc) while the purpose of the latter is the improvement of the methodology of exercise planning and conduction. Examples for basic questions of the evaluation can be found in Appendix 3. The evaluation methodology and outcome of the last two modules exercise cycles should taken into account and the evaluation approach should be presented to the Commission for agreement. The feed back of the participating modules and EUCPT shall also be included in the evaluation. Cooperation with other evaluators contracted by other tenders in the field of the civil protection Mechanism should be actively pursued,
- self evaluation and immediate feed-back of participants shall be foreseen during the exercise,
- specific evaluation sheets for evaluators and participants have to be designed to assure appropriate evaluation. Existing evaluation procedures and sheets should be taken into account,
- The detailed schedule has to indicate expected reaction/solution as well as all the planned injects.

All communication with the Commission during the life-time of the service shall be in English. The first results of the designing process shall be presented as an Interim Report (including base scenario, basic schedule, event list, report of the working group meeting and the evaluation methodology and sheets) no later than five months after the signature of the contract. The Interim Report shall also include the contracts and/or letters of intent of the Participating States which confirm taking part with their modules in the exercises. The Interim Report shall be sent in a printed and an electronic version.

The Commission shall then approve or make changes to the complete scenario within a month after having received the Interim Report.

On request the contractor shall meet the Commission in Brussels to present and

	clarify the Interim Reports.
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PHASE 2 – PLANNING	
Task 3 Planning	<p>On the basis of the model exercise the contractor shall plan three functional exercises each of which involves at least three modules (chosen from High Capacity Pumping, Water Purification and/or CBRN Detection and Sampling) and which include the structure of an on site coordination hub/OSOCC operated by a European Union Civil Protection Team (EUCPT) of five Mechanism trained experts.</p> <p>An average of 40 participants in each exercise shall be achieved and an overall minimum of 110 participants shall take part in the three exercises.</p> <p>The contractor shall organize, host and chair a one day meeting for a Planning Group of a minimum of eight participants (including the other contractor of this tender (if applicable) and representatives of all involved the Participating States/modules and one representative for the EUCPT) on the site of each exercise no later than eight weeks before each exercise is carried out. The meetings can be arranged back-to-back but not in parallel with similar meetings of the other contractor of this call for tender. The Commission shall approve the list of participants. The contractor has to cover the costs for the meeting as well as for accommodation where necessary and travel of the participants. Participants have to sign a confirmation that no other party will cover the cost for this meeting. The Commission shall be invited to participate in the meetings at its own cost. The date of the meeting must be approved in writing by the European Commission.</p> <p>The meeting shall at least cover on the following issues:</p> <ul style="list-style-type: none"> ▪ Presentation by the contractor on the implementation process of the exercise (including security and safety standards). ▪ Finalization of the rules of coordination, rules of communication, plan of actions and of the participants' role. ▪ Finalize the schedule and injects of the exercise. <p>The contractor shall ensure all other practical arrangements concerning attendance: invitations, meeting room, and transport for the members of the Planning Group to and from the venue by issuing travel documents.</p> <p>Furthermore:</p> <ul style="list-style-type: none"> ▪ The objective is to involve modules from as many Participating States as possible; therefore during each exercise participating modules should have different nationalities. ▪ An exercise control group with a minimum of four people has to be established to run the exercise. During the exercise strong emphasis should always be given to the separation between play and exercise control. It is of

importance to use properly trained and experienced personnel. Steering the exercise by actively pursuing it, feeding in injects in a timely and efficient manner is essential for the success of the exercise. Specific attention has also to be given to the steering of the EUCPT. This should also take into account reactions to the products of the EUCPT, e.g. reports, media interviews or other correspondence. Steering tools can also be injected via the virtual OSOCC which should be part of the exercise.

- A minimum of four trainers (one for each module and one for EUCPT) shall attend the exercise to give assistance, guidance and feed back to the participants.
- A safety and security officer shall be foreseen at the training site and each participating module shall also foresee a safety and security officer who is the interface to the organisers of the exercise.
- A minimum of four evaluators shall follow the exercise - the contractor has to provide the evaluators with the schedule as well as with a detailed evaluation sheet based on their specific tasks. An introduction for evaluators will be conducted by the organisers before the start of each exercise to explain and train them on their specific tasks.
- A maximum of 20 actors and support staff shall be foreseen. E.g. local emergency response entities, UN actors, NGOs, ECHO office representatives, EU delegation, media should be foreseen. The Monitoring and Information Centre (MIC) should be simulated by one dedicated actor who is acquainted with the MIC procedures.
- Three observers from Participating States or contractors of other call for tenders in civil protection shall be accepted – the contractor has to organise transport, travel and accommodation. The observers shall participate at their own cost. The observers will be chosen in agreement with the Commission.
- Organisers of the different lots shall cooperate closely. They should try to synchronize the functional exercises with the staff exercises. If possible key personnel of modules/TAST, who are participating in the functional exercises should be trained in the staff exercise of lot 1, before taking part in the functional exercise. Lessons learnt should be exchanged between organisers.

Each exercise shall last for four days. The exercises shall be conducted during the period October 2012 to October 2013. The actual dates must be approved by the Commission in writing.

The European Union Civil Protection Team of five Mechanism trained experts who shall run the coordination hub/OSOCC during each exercise will be nominated by training coordinators of Participating States and chosen in close cooperation and in agreement with the Commission.

The contractor's team of trainers and evaluators must come from various countries participating in the European Civil Protection Mechanism. All trainers

	<p>and evaluators shall understand and speak English fluently and the whole exercise shall be prepared and conducted in English. Self evaluation by the head of modules and immediate feed-back should be foreseen during the exercise. The contractor shall contract support personnel and actors for the exercise.</p>
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PHASE 3 – DOCUMENTATION AND VENUE	
<p>Task 4 Documentation</p>	<p>The contractor shall send an exercise handbook including the final planning for each exercise as well as the final detailed exercise schedule including a comprehensive overview about all events, injects, expected outcome etc. in a printed and an electronic version to the European Commission at the latest one week before the first day of each exercise.</p> <p>The contractor shall prepare detailed briefing and documentation for the exercises and provide the trainers, evaluators, observers and the European Commission with a printed version of all relevant documentation in English on the first day of each exercise.</p> <p>In addition, the contractor shall also send all essential information concerning the conduction and evaluation of each exercise on a CD-ROM to the European Commission not later than six weeks after each exercise.</p>
<p>Task 5 Exercise venue and Transport/ costs of modules</p>	<p>The contractor shall ensure all practical arrangements concerning attendance, transport of equipment, travel, food and accommodation of the participating modules and EUCPT at least four weeks before the first day of each exercise. Provisions must be made to ensure the timely arrival of the equipment and the participants. The costs for the participating modules will be paid by the contractor up to a maximum amount of 20.000 Euro per module. It has to be kept in mind that the modules have to be self-sufficient. Self-sufficiency has to be part of their planning, nevertheless due to cost efficiency and environmental reasons some items, e.g. water, food and fuel could be provided by the organizers on site. In compliance with the participating modules the following has to be fulfilled:</p> <ul style="list-style-type: none"> ▪ Meals must be made available three times daily in the field, including at least one hot meal per day. Sufficient beverages must be available 24/24 to avoid dehydration of participants, support personnel and actors etc. ▪ Accommodation: Beds in tents or buildings must be provided for participants, support personnel and actors as well as single rooms for trainers, evaluators, observers and others. ▪ Sanitary installations equivalent to international standards must be set up in sufficient numbers. ▪ The contractor shall assure that appropriate insurance exists for the equipment, the participants and the exercise as such. ▪ The contractor shall offer MEDEVAC (Medical Evacuation) and a dedicated medical service in case of real emergencies during the exercise.

	<ul style="list-style-type: none"> ▪ In case public transport is necessary trainers, evaluators and participants should travel economy class (plane) and/or second class (train) whichever takes the least amount of time. Pre-paid economy class tickets should be at the disposal of the participants at their airport or train station of departure with the necessary information for airport transfer to the appropriate accommodation/hotel/venue. The contractor has full responsibility to ensure that tickets are delivered appropriately and on time to the participants. Transport of equipment should be arranged in accordance with market prices and international standards. Participating modules shall be paid upfront. Upfront payment shall be done at least two weeks before each of the exercises starts, if tickets and transportation has to be booked earlier, upfront payment shall be done before the booking of the transportation. ▪ The contractor shall carry out at least one of the exercises in a venue in a different Participating State (which means at least two venues for the three exercises have to be prepared). The intention is also to spread the conduct of the exercises to venues in different Participating States to reduce time and costs of transportation and allow participation of as many modules from different Participating States as possible.
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PHASE 4 – CONDUCTION	
<p>Task 6</p> <p>Conduction of the exercise</p>	<p>The exercises will be conducted in English. Since only the key personnel of the modules have to speak English, the contractor might have to arrange for interpretation where necessary for practical or safety reasons. For the briefing of the exercise and especially for the introduction of security information as well as other important information, translated information papers for the modules should be made available. The contractor has to make sure that safety and security rules are followed throughout the exercise.</p> <p>The contractor shall immediately report to the Commission in writing if “force majeure” prevents the contractor from conducting the course according to the approved schedule.</p>

PHASE 5 – EVALUATION AND REPORTS	
<p>Task 7</p> <p>Evaluation of the exercise</p>	<p>The contractor shall present an evaluation report in English at the latest six weeks after the last day of each exercise. Basic questions concerning the evaluation can be found in appendix 3. The evaluation reports shall also include a paragraph of lessons learnt during the exercise and at least two slides of a digital presentation (e.g. Power Point) concerning the most important lessons learnt. The evaluation reports shall not refer to personal data and will be uploaded by the Commission on their website.</p>
<p>Task 8</p> <p>Progress reports</p>	<p>The contractor shall prepare a progress report in English after each exercise with due regard to the structure which is laid down in appendix 2. This shall be made available at the latest six weeks after the last day of the exercise in both printed (1 copy) and electronic format (CD ROM).</p>

<p>Task 9</p> <p>Participation in lessons learnt meeting</p>	<p>During the lifespan of this contract the contractor shall take part in a lessons learnt or comparable meeting in Brussels and give a presentation with digital aid about the lessons learnt during all phases of the exercise (designing, planning, conduction and evaluation). Lessons learnt or comparable meetings take place on a regular basis in Brussels. The date of participation will be agreed with the Commission.</p>
<p>Task 10</p> <p>Final consolidated progress report</p>	<p>The contractor shall prepare a final consolidated progress report in English. This shall be made available at the latest 12 weeks after the last day of the last exercise in both printed (1 copy) and electronic format. The final report shall also include all documentation of all phases of the exercise (e.g. planning documentation, exercise schedules, evaluation sheets, all progress and evaluation reports) on a CD ROM.</p>

Lot 3: Design, plan, conduct and evaluate three exercises for Medium/Heavy Urban Search and Rescue (USAR), technical assistance and support team (TAST) and experts of a European Union Civil Protection Team (EUCPT)

<p>PHASE 1 – DESIGN</p>	
<p>Task 1</p> <p>Cooperation</p>	<p>Within the first three months after signing the contract, the contractor will meet the Commission in Brussels and give an outline about the detailed planning of the implementation of the tender.</p> <p>In addition, the contractor shall organise, host and chair a one day planning meeting of a working group during phase 1 or 2. The involvement and participation in this working group (minimum of eight participants) of relevant interest groups, such as participating contractors of this and/or other call for tenders in the field of civil protection, civil protection authorities of Participating States, participating modules/TAST, trainers or evaluators shall be actively pursued. The meetings can be arranged back-to-back but not in parallel with similar meetings of the contractors of the other lots of this tender. The contractor has to cover the costs for the meeting as well as for accommodation if necessary and travel of the participants. Participants have to sign a confirmation that no other party will cover the cost for this meeting. The Commission shall be invited to participate at its own cost. The Commission shall approve the list of participants and the dates of the meeting.</p> <p>Other consultations can be arranged such as video or phone conferences. It is up to the contractor to organize additional meetings also on a bilateral basis where it is considered necessary. The contractor shall consult the Commission in writing before major decisions are taken. The official language shall be English.</p>
<p>Task 2</p> <p>Design</p>	<p>The contractor shall design the base scenario for a functional exercise for Medium/Heavy Urban Search and Rescue (USAR), technical assistance and support team (TAST) and experts of a European Union Civil Protection Team (EUCPT). The contractor has to develop a scenario for the deployment of these modules/TAST and EUCPT as well as in a second step a detailed schedule and</p>

event list for conducting the exercise alongside the following main objectives:

- to verify and improve procedures, to establish a common understanding of the cooperation in civil protection assistance interventions with modules/TAST and EUCPT and to accelerate the response in major emergencies
- to provide a learning opportunity for all actors involved in civil protection assistance interventions with modules/TAST and EUCPT under the European Civil Protection Mechanism
- to enhance operational cooperation between the Participating States' modules/TAST and EUCPT
- to test the coordination of EU civil protection assistance in accordance with rules and regulations
- Special attention has to be given to the international environment of the Mechanism intervention, e.g. the interactions of modules/TAST, EUCPT, humanitarian and other relevant international actors, the guidelines of host nation support,

as well as

- to enhance the exchange of different equipment and of information of command structures and communication tools in modules/TAST from different Participating States
- to look into compatibility of equipment
- to improve the understanding and implementation of interoperability, self-sufficiency and communication problems
- to test the possibilities to cooperate between different modules/TAST as well as EUCPT
- to enhance the common understanding and implementation of safety and security during an emergency

Furthermore, the following conditions shall be taken into consideration during the designing process:

- The exercise will last for four days; therefore time compression will be needed to be able to cover all the major phases of the simulated intervention. Generally the travel time of the personnel of the modules/TAST is part of the deployment and therefore included in the four days, exceptions can be discussed with the organizers. Equipment can be sent separately where necessary and more cost efficient. The exercise shall be carried out at least into night hours to also test the shift system. The contractor shall organise a social event at the end of the exercise to give participants a networking possibility.

- The exercise will be conducted with at least three modules of Medium/Heavy Urban Search and Rescue (USAR) plus one technical assistance and support team (TAST) and experts of a European Union Civil Protection Team (EUCPT). Modules/TAST always have to come from different Participating States.
- The choice of participating modules shall be made in close cooperation with the Commission.
- The exercise for the EUCPT should start earlier than for the modules with first arrival of the team, injects about fictional teams already onsite, inserting logistical problems e.g. concerning transportation as well as establishing the coordination hub/OSOCC etc. The modules could for example arrive on day 1 in the evening and the actual exercise play can start in the morning of day 2.
- The EUCPT shall be composed of four Mechanism trained experts (who must have followed at least the OPM course of the general training programme, exceptions must be approved by the Commission). The EUCPT shall be composed as the teams for real deployments, consisting of a team leader, deputy, team members and work closely with the TAST which will support them. The TAST shall also provide accommodation and meals for the EUCPT.
- At the end of the exercise a short feedback session shall be planned to give participants the possibility for an immediate feed back.
- Exercise evaluation is an important and integral part of the exercise cycle. Exercise evaluation refers to evaluation of the exercise play and evaluation of the exercise design and conduct. The purpose of the former is the improvement of the Mechanism as a whole (performance of duties, procedures, etc) while the purpose of the latter is the improvement of the methodology of exercise planning and conduction. Examples for basic questions of the evaluation can be found in Appendix 3. The evaluation methodology and outcome of the last two modules exercise cycles should be taken into account and the evaluation approach should be presented to the Commission for agreement. The feed back of the participating modules/TAST and EUCPT shall also be included in the evaluation. Cooperation with other evaluators contracted by other tenders in the field of the civil protection Mechanism should be actively pursued,
- self evaluation and immediate feed-back of participants shall be foreseen during the exercise,
- specific evaluation sheets for evaluators and participants have to be designed to assure appropriate evaluation. Existing evaluation procedures and sheets should be taken into account,
- The detailed schedule has to indicate expected reaction/solution as well as all the planned injects.

	<p>All communication with the Commission during the life-time of the service shall be done in English. The first results of the designing process shall be presented as an <u>Interim Report</u> (including base scenario, basic schedule, event list, report of the working group meeting and the evaluation methodology and sheets) no later than five months after the signature of the contract. The Interim Report shall also include the contracts and/or letters of intent of the Participating States which confirm taking part with their modules in the exercises. The First Interim Report shall be sent in a printed and an electronic version. The Commission shall then approve or make changes to the complete scenario within a month after having received the Interim Report.</p> <p>On request the contractor shall meet the Commission in Brussels to present and clarify the Interim Reports.</p>
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PHASE 2 – PLANNING	
<p>Task 3 Planning</p>	<p>On the basis of the model exercise the contractor shall plan three functional exercises each of which involves at least three modules of Medium/Heavy Urban Search and Rescue (USAR) plus one technical assistance and support team (TAST) and which include the structure of an on site coordination hub/OSOCC operated by a European Union Civil Protection Team (EUCPT) of four Mechanism trained experts.</p> <p>An average of 110 participants in each exercise shall be achieved and an overall minimum of 330 participants shall take part in the three exercises.</p> <p>The contractor shall organize, host and chair a one day meeting for a Planning Group of a minimum of eight participants (including the other contractor of this tender (if applicable) and representatives of all involved the Participating States/modules/TAST and one representative for the EUCPT) on the site of each exercise no later than eight weeks before each exercise is carried out. The meetings can be arranged back-to-back but not in parallel with similar meetings of the other contractor of this call for tender. The Commission shall approve the list of participants. The contractor has to cover the costs for the meeting as well as for accommodation where necessary and travel of the participants. Participants have to sign a confirmation that no other party will cover the cost for this meeting. The Commission shall be invited to participate in the meetings at its own cost. The date of the meeting must be approved in writing by the Commission.</p> <p>The meeting shall at least cover on the following issues:</p> <ul style="list-style-type: none"> ▪ Presentation by the contractor on the implementation process of the exercise (including security and safety standards). ▪ Finalization of the rules of coordination, rules of communication, plan of actions and of the participants' role. ▪ Finalize the schedule and injects of the exercise. <p>The contractor shall ensure all other practical arrangements concerning</p>

attendance: invitations, meeting room, and transport for the members of the Planning Group to and from the venue by issuing travel documents.

Furthermore:

- The objective is to involve modules from as many Participating States as possible; therefore during each exercise participating modules should have different nationalities.
- An exercise control group with a minimum of four people has to be established to run the exercise. During the exercise strong emphasis should always be given to the separation between play and exercise control. It is of importance to use properly trained and experienced personnel. Steering the exercise by actively pursuing it, feeding in injects in a timely and efficient manner is essential for the success of the exercise. Specific attention has also to be given to the steering of the EUCPT. This should also take into account reactions to the products of the EUCPT, e.g. reports, media interviews or other correspondence. Steering tools can also be injected via the virtual OSOCC which should be part of the exercise.
- A minimum of four trainers (one for each module and one for TAST/EUCPT) shall attend the exercise to give assistance, guidance and feed back to the participants.
- A safety and security officer shall be foreseen at the training site and each participating module shall also foresee a safety and security officer who is the interface to the organisers of the exercise.
- A minimum of four evaluators shall follow the exercise - the contractor has to provide the evaluators with the schedule as well as with a detailed evaluation sheet based on their specific tasks. An introduction for evaluators will be conducted by the organisers before the start of each exercise to explain and train them on their specific tasks.
- A maximum of 35 actors and support staff shall be foreseen. E.g. local emergency response entities, UN actors, NGOs, ECHO office representatives, EU delegation, media should be foreseen. The Monitoring and Information Centre (MIC) should be simulated by one dedicated actor who is acquainted with the MIC procedures.
- Three observers from Participating States or contractors of other call for tenders in civil protection shall be accepted – the contractor has to organise for transport, travel and accommodation. The observers shall participate at their own cost. The observers will be chosen in agreement with the Commission.
- Organisers of the different lots shall cooperate closely. They should try to synchronize the functional exercises with the staff exercises. If possible key personnel of modules/TAST, who are participating in the functional exercises should be trained in the staff exercise of lot 1, before taking part in the functional exercise. Lessons learnt should be exchanged between

	<p>organisers.</p> <p>Each exercise shall last for four days. The exercises shall be conducted during the period October 2012 to October 2013. The actual dates must be approved by the Commission in writing.</p> <p>The European Union Civil Protection Team of four Mechanism trained experts who shall run the coordination hub/OSOCC during each exercise will be nominated by training coordinators of Participating States and chosen in close cooperation and in agreement with the Commission.</p> <p>The contractor's team of trainers and evaluators must come from various countries participating in the European Civil Protection Mechanism. All trainers and evaluators shall understand and speak English fluently and the whole exercise shall be prepared and conducted in English. Self evaluation by the head of modules and immediate feed-back should be foreseen during the exercise. The contractor shall contract support personnel and actors for the exercise.</p>
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PHASE 3 – DOCUMENTATION AND VENUE	
<p>Task 4 Documentation</p>	<p>The contractor shall send an exercise handbook including the final planning for each exercise as well as the final detailed exercise schedule including a comprehensive overview about all events, injects, expected outcome etc. in a printed and an electronic version to the Commission at the latest one week before the first day of each exercise.</p> <p>The contractor shall prepare detailed briefing and documentation for the exercises and provide the trainers, evaluators, observers and the Commission with a printed version of all relevant documentation in English on the first day of each exercise.</p> <p>In addition, the contractor shall also send all essential information concerning the conduction and evaluation of each exercise on a CD-ROM to the Commission not later than six weeks after each exercise.</p>
<p>Task 5 Exercise venue and Transport/ costs of modules</p>	<p>The contractor shall ensure all practical arrangements concerning attendance, transport of equipment, travel, food and accommodation of the participating modules and EUCPT at least four weeks before the first day of each exercise. Provisions must be made to ensure the timely arrival of the equipment and the participants. The costs for the participating modules will be paid by the contractor up to a maximum amount of 45.000 Euro per USAR module and 15.000 per TAST. It has to be kept in mind that the modules/TAST have to be self-sufficient. Self-sufficiency has to be part of their planning, nevertheless due to cost efficiency and environmental reasons some items, e.g. water, food and fuel could be provided by the organizers on site. TAST shall provide accommodation and meals for the EUCPT. In compliance with the participating modules/TAST the following has to be fulfilled.</p> <p>Meals must be made available three times daily in the field, including at least one hot meal per day. Sufficient beverages must be available 24/24 to avoid</p>

	<p>dehydration of participants, support personnel and actors etc.</p> <p>Accommodation: Beds in tents or buildings must be provided for participants, support personnel and actors as well as single rooms for trainers, evaluators, observers and others.</p> <p>Sanitary installations equivalent to international standards must be set up in sufficient numbers.</p> <p>The contractor shall assure that appropriate insurance exists for the equipment, the participants and the exercise as such.</p> <p>The contractor shall offer MEDEVAC (Medical Evacuation) and a dedicated medical service in case of real emergencies during the exercise.</p> <ul style="list-style-type: none"> ▪ In case public transport is necessary trainers, evaluators and participants should travel economy class (plane) and/or second class (train) whichever takes the least amount of time. Pre-paid economy class tickets should be at the disposal of the participants at their airport or train station of departure with the necessary information for airport transfer to the appropriate accommodation/hotel/venue. The contractor has full responsibility to ensure that tickets are delivered appropriately and on time to the participants. Transport of equipment should be arranged in accordance with market prices and international standards. Participating modules/TAST shall be paid upfront. Upfront payment shall be done at least two weeks before each of the exercises starts, if tickets and transportation has to be booked earlier, upfront payment shall be done before the booking of the transportation. ▪ The contractor shall carry out at least one of the exercises in a venue in a different Participating State (which means two venues for the three exercises have to be prepared). The intention is also to spread the conduct of the exercises to venues in different Participating States to reduce time and costs of transportation and allow participation of as many modules from different Participating States as possible.
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PHASE 4 – CONDUCTION	
<p>Task 6</p> <p>Conduction of the exercise</p>	<p>The exercises will be conducted in English. Since only the key personnel of the modules have to speak English, the contractor might have to arrange for interpretation where necessary for practical or safety reasons. For the briefing of the exercise and especially for the introduction of security information as well as other important information, translated information papers for the modules should be made available. The contractor has to make sure that safety and security rules are followed throughout the exercise.</p> <p>The contractor shall immediately report to the Commission in writing if “force majeure” prevents the contractor from conducting the course according to the approved schedule.</p>

PHASE 5 – EVALUATION AND REPORTS

1. Technical Specifications

Task 7 Evaluation of the exercise	The contractor shall present an evaluation report in English at the latest six weeks after the last day of each exercise. Basic questions concerning the evaluation can be found in appendix 3. The evaluation reports shall also include a paragraph of lessons learnt during the exercise and at least two slides of a digital presentation (e.g. Power Point) concerning the most important lessons learnt. The evaluation reports shall not refer to personal data and will be uploaded by the Commission on their website.
Task 8 Progress reports	The contractor shall prepare a progress report in English after each exercise with due regard to the structure which is laid down in appendix 3. This shall be made available at the latest six weeks after the last day of the exercise in both printed (1 copy) and electronic format (CD ROM).
Task 9 Participation in lessons learnt meeting	During the lifespan of this contract the contractor shall take part in a lessons learnt or comparable meeting in Brussels and give a presentation with digital aid about the lessons learnt during all phases of the exercise (designing, planning, conduction and evaluation). Lessons learnt or comparable meetings take place on a regular basis in Brussels. The date of participation will be agreed with the Commission.
Task 10 Final consolidated progress report	The contractor shall prepare a final consolidated progress report in English. This shall be made available at the latest 12 weeks after the last day of the last exercise in both printed (1 copy) and electronic format. The final report shall also include all documentation of all phases of the exercise (e.g. planning documentation, exercise schedules, evaluation sheets, all progress and evaluation reports) on a CD ROM.

1.3. REPORTS AND DOCUMENTS

The Contractor is to provide the required reports and documents in accordance with the conditions of the draft service contract appended in Annex 6.2.

Lot 1

Meeting in Brussels to present initial planning	Within the first three months after signing the contract.
Working group meeting (1 day) – minimum 8 participants	During phase 1 or 2.
Interim Report (including base scenario, drafts of detailed schedule, event list, evaluation sheets and report of the working group meeting) on CD ROM	No later than five months after the signature of the contract.
Meeting in Brussels to present and discuss Interim Report	On request within a month after the Interim Report was received by the Commission.
All documentation concerning design and	Not later than 4 weeks before the first exercise

1. Technical Specifications

planning of the exercises on CD-ROM	takes place.
Final exercise schedule (including the final planning for the exercises as well as the final detailed exercise schedule including a comprehensive overview about all events, injects, expected outcome for each exercise) on CD ROM	At the latest one week before the first day of each exercise in CD ROM.
Printed version of exercise briefing for trainers, evaluators, participants, the Commission	First day of each exercise
All documentation concerning conduction and evaluation of each exercise on CD ROM	Not later than 6 weeks after each exercise
Evaluation report (including lessons learnt and power point slides) on CD ROM	At the latest six weeks after the last day of each exercise
Progress reports on CD ROM	At the latest six weeks after each exercise.
Participation in a lessons learnt meeting in Brussels	Once during the lifespan of the contract
Final consolidated progress report on CD ROM	Not later than 12 weeks after the last day of the last exercise.

Lot 2 and 3

Meeting in Brussels to present initial planning	Within the first three months after signing the contract.
Working group meeting (1 day) – minimum 8 participants	During phase 1 or 2.
Interim Report (including contracts or letter of intent of Participating States, base scenario, detailed schedule, event list, evaluation sheets, report of the working group meeting) on CD ROM	No later than five months after the signature of the contract.
Meeting in Brussels to present and discuss Interim Report	On request within a month after the Interim Report was received by the European Commission.
Planning group meeting on site of each exercise (1 day) – minimum 8 participants	No later than 8 weeks before each exercise.
All documentation concerning design and planning of the exercises on CD-ROM	Not later than 4 weeks before the first exercise takes place.

1. Technical Specifications

Final exercise schedule (including the final planning for the exercises as well as the final detailed exercise schedule including a comprehensive overview about all events, injects, expected outcome for each exercise) on CD ROM	At the latest one week before the first day of each exercise in CD ROM.
Printed version of exercise briefing for trainers, evaluators, participants, European Commission	First day of each exercise
All documentation concerning conduction and evaluation of each exercise on CD ROM	Not later than 6 weeks after each exercise
Evaluation report (including lessons learnt and power point slides) on CD ROM	At the latest six weeks after the last day of each exercise
Progress reports on CD ROM	At the latest six weeks after each exercise.
Participation in a lessons learnt meeting in Brussels	Once during the lifespan of the contract
Final consolidated progress report on CD ROM	Not later than 12 weeks after the last day of the last exercise.

2. CONTRACTUAL CONDITIONS

2.1. 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 November 2012.

The duration of the tasks shall not exceed 30 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.

2.2. TERMS OF PAYMENT

The contracts will be paid on a **lump sum** basis.

Payments shall be made in accordance with Articles **I.4, II.15 & II.16** of the draft service contract (Annex 6.2).

The payment scheme will consist of

For lot 1:

A pre-financing payment of 20% of the total amount of the specific contract may be requested by the contractor upon signature of the contract by both parties.

A first interim payment of 30% will be paid after completion of the first exercise and upon acceptance by the European Commission of the progress report for the first exercise.

A second interim payment of 30% will be paid after completion of the third exercise and upon acceptance by the European Commission of the progress report for the third exercise.

A final payment of 20% will be paid upon acceptance by the Commission of the final progress report.

Should the Contractor fail to carry out one or more exercises, an amount of 70.000 EUR per exercise not conducted will be deducted from the maximum amount indicated in Article I.3.1 of the draft service contract referred to above.

For lot 2:

A pre-financing payment of 20% of the total amount of the specific contract may be requested by the contractor upon signature of the contract by both parties.

A first interim payment of 30% will be paid after completion of the first exercise and upon acceptance by the European Commission of the progress report for the first exercise.

A second interim payment of 30% will be paid after completion of the second exercise and upon acceptance by the European Commission of the progress report for the second exercise.

A final payment of 20% will be paid upon acceptance by the Commission of the final progress report.

Should the Contractor fail to carry out one or more exercises, an amount of 160.000 EUR per exercise not conducted will be deducted from the maximum amount indicated in Article I.3.1 of the draft service contract referred to above.

For lot 3:

A pre-financing payment of 20% of the total amount of the specific contract may be requested by the contractor upon signature of the contract by both parties.

A first interim payment of 30% will be paid after completion of the first exercise and upon acceptance by the European Commission of the progress report for the first exercise.

A second interim payment of 30% will be paid after completion of the second exercise and upon acceptance by the European Commission of the progress report for the second exercise.

A final payment of 20% will be paid upon acceptance by the Commission of the final report.

Should the Contractor fail to carry out one or more exercises, an amount of 300.000 EUR per exercise not conducted will be deducted from the maximum amount indicated in Article I.3.1 of the draft service contract referred to above.

For lot 1 to lot 3:

Should the Contractor fail to carry out none of the exercises, only 10% of the maximum amount indicated in Article I.3.1 of the draft service contract referred to above would be paid by the Commission upon acceptance of a progress report.

2.3. GUARANTEES

The Contractor may be required to provide a guarantee for pre-financing of 20% of the amount specified under I.3.1 of the contract, in compliance with article I.4. of the draft contract. The Commission reserves the right to cancel the pre-financing foreseen, according to its management risk analysis or in the case the awarded tenderer refuses such pre-financing guarantee, and to modify the final version of the contract accordingly.

2.4. 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.

2.5. 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. The contractor remains notably fully responsible for timely execution.

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 paragraph 3.3, in particular article **II.20** of the standard service contract by returning the form in annex 6.5, filled in and signed.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article **II.20** of the standard service contract (Annex 6.2) may be applied to subcontractors. It is recommended that contractual arrangements with subcontractors include mediation as a method of dispute resolution.

Once the contract has been signed, Article **II.6** of the above-mentioned service contract shall govern the subcontracting.

2.6. 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 6.7 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 6.6). 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 6.6) 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.

An economic operator can only participate once as a tenderer, whether as single tenderer, lead organisation in a consortium/joint bid or partner in a consortium. **The economic operator may however agree to act as a subcontractor in a distinct bid** from which it is participating as either of the aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of:

- the prior information notice in OJ 2012/S 61-098394 of 28 March 2012
- and,
- the contract notice in OJ 2012/S 117-192776 of 21 June 2012

3.1. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened at 10:00 on **20 September 2012** at the following location:

Rue d'Arlon 88, B-1040 Brussels, Room "Salle Rouge"

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 3.2. 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.

3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

Contacts between the Commission and the tenderers may take place only in **exceptional circumstances** and under the following conditions only:

- Before the final date for submission of tenders:
 - * Potential tenderers may request clarifications with regard to the tender documents and 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
Directorate-General for Humanitarian Aid and Civil Protection – ECHO
Invitation to tender No: ECHO/B.1/SER/2012/01
Unit B1 – Emergency Response
B-1049 Brussels - BELGIUM
Fax: (+32-2)-29 79692 - e-mail: echo-civil-protection-tenders@ec.europa.eu

3. Administrative Information Concerning the Invitation to Tender

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 will be made available at the following Internet address: http://ec.europa.eu/echo/funding/opportunities/tender_en.htm

3.3. 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 European Union in the field of public procurement under the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement (GPA) concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, under 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.

The parties to the GPA can be consulted on the following web page: http://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm#parties.

Operators in third countries which have signed a bilateral or multilateral agreement with the European Union in the field of public procurement must be allowed to take part in the tendering procedure under 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.

3. Administrative Information Concerning the Invitation to Tender

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.

3.4. DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by DG Humanitarian Aid and Civil Protection. Details concerning processing of your personal data are available on the privacy statement at the page

http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation⁸ may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the Commission.

3.5. EARLY WARNING SYSTEM AND CENTRAL EXCLUSION DATABASE

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p.125) (for more information see the Privacy Statement on http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

or

- the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (CED) (OJ L344, 20.12.2008, p.12), (for more information see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE)

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated

⁸ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 (OJ L 248 of 16.09.2002), as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006 (OJ L 390 of 30.12.2006)

3. Administrative Information Concerning the Invitation to Tender

to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract.

4. FORM AND CONTENT OF THE TENDER

4.1. HOW TO SUBMIT A TENDER

Tenderers shall observe precisely the indications in point 1 and 2 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.

Tenderers may submit a tender for one lot only or for two lots as follows: for lot 1 and lot 2 or lot 1 and lot 3. The tenderers may not submit a tender for lot 2 and 3.

4.2. STRUCTURE OF THE TENDER

- 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** 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 6.7**. 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;

All tenders must be presented in five sections:

Section one: Administrative information

Section two: The exclusion criteria form

Section three: Evidence relating to the selection criteria

Section four: Technical Proposal – Addressing technical specifications and award criteria

Section five: Financial Proposal

4.2.1. Section One: Administrative proposal

Tenderers may choose between presenting a **joint bid** (see 2.6) and introducing a bid as a **sole contractor**, in both cases with the possibility of having one or several subcontractors (see 2.5).

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 2.5 and 2.6).

a) 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.**
- The form is available for individuals, private entities and public entities at the following address :

http://europa.eu/comm/budget/execution/legal_entities_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.
- 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.

- b)** The tender must include a **statement confirming the validity of the tender** (preferably in blue ink) signed by the authorised representative.
- c)** The tender must indicate the **name of a contact person** in relation to the submission of the bid.

- ! **All tenderers, as part of a consortium or a joint bid if applicable, 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.

4.2.2. Section Two: The Exclusion Criteria Form

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 6.1 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.

4.2.3. Section Three: Evidence relating to the selection criteria

Tenderers must provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.2 below.

They must equally provide proof of their professional and technical capacity by submitting the documents required under paragraph 5.2.3 below.

4.2.4. Section Four: Technical proposal

Tenderers must include in their bids the **technical proposal addressing all aspects detailed in the technical specifications** set out in section 1.1.

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.

The following aspects should be taken into consideration when drafting the tender:

- (a) methodology for implementation;
- (b) reasons for the proposed methodology;
- (c) how do you intend to build on and link with previous activities (where applicable);
- (d) project management and procedures for internal evaluation;
- (e) level of involvement and activity of other stakeholders;
- (f) role of each partner (in case of a consortium, joint bid and/or use of subcontractors);

4. Form and content of the tender

- (g) team proposed for implementation of the contract The composition of the team, which will be implementing the project must be properly described. Team staff should be singled out by function (E.g. project managers, administrator, secretary, expert, technical assistant);
- (h) a plan of action with description of activities and their timing.

Due consideration should also be given to the award criteria and method as stipulated under section 5.3 in this document.

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 on the evaluation of award criteria.** Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The tenderer must offer the whole of the quantity or quantities indicated for each lot. Tenders for part of the quantities required will not be taken into consideration.

Tenderers must provide a specific technical proposal for each of the lots they are offering.

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

4.2.5. Section Five: Financial proposal

Please note that the maximum budget allocated to the contract is **€2,200,000 with the following repartition between lots:**

Lot 1: €400,000 (four hundred thousand)

Lot 2: €650,000 (six hundred thousand and fifty)

Lot 3: €1,150,000 (one million one hundred and fifty)

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

<i>Price component</i>	<i>Unit price</i>	<i>Quantity</i>	<i>Total</i>
Human resources			
Person X (role)			
Person Y (role)			
.....			
Staff costs for conducting exercises			
Subtotal (1)			
Other			
Costs for participating modules, TAST, EUCPT			
Travel and accommodation			

4. Form and content of the tender

Meetings			
Exercise venues			
Item Y			
.....			
Subtotal (2)			
Subcontracting			
Item X – Company X			
Item Y – Company Y			
....			
Subtotal (3)			
TOTAL (1+2+3)			

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

- All financial resources necessary for the execution of the tasks required in the technical specifications must be taken into consideration in the financial offer;
- **prices must be expressed in Euro;**
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union 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 Union 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 Commission will reject tenders where no technical offers or financial offers are proposed.**
- ! Non-conformity with the technical specifications in section 1.1 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 3.3.**

5. 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 the contract, the assessment of admissible bids (see paragraph 1 and 2 of the Invitation to tender) 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.

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

5.1.1. Declaration

As mentioned above under paragraph 4.2.2, tenderers or their representatives shall provide the form in Annex 6.1 duly signed and dated in which they declare:

- not to be in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;
- to 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.

5.1.2. 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 6.1.

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.

5.1.3.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 5.1.1:

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 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 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.

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.

You may refer to the e-Certis web-site listing the certificates available in EU Member States:

<http://ec.europa.eu/markt/ecertis/login.do>

5.1.4. Administrative and financial penalties

By returning the form in Annex 6.1, 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 5.1.2 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.

5.2. 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 their 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.

5.2.1. Selection criteria

<u>SELECTION CRITERIA</u>
1. Financial and Economic Capacity
1.1 The average annual turnover of the tenderer must exceed two times the annualised maximum budget of the contract (i.e. the maximum budget stated in point 4.2.5 divided by the initial contract duration in years, where this exceeds 1 year).
1.2 The averages of cash and cash equivalents at the beginning and end of year are positive;
1.3 A positive equity or at least a guarantee of a third party to cover the problem of negative equity.
2. Technical and Professional Capacity

2.1 The tenderer (at least one partner of the consortium) must have at least 3 years of professional experience in designing, planning and conducting international exercises for civil protection modules or teams in the field of civil protection.
2.2 The team of experts responsible for the management and conduction of the exercises must have at least 2 years of professional experience in conducting exercises within the civil protection mechanism.
2.3 The tenderer must show that he works with trainers coming from different Participating States of the civil protection mechanism, have experience in conducting civil protection exercises and have been deployed or at least worked on emergency responds operation within the framework of the civil protection mechanism.
2.4 The tenderer (each member of the consortium) must demonstrate the ability to work in English and to be able to deliver all documentation in English.

These criteria will be assessed on the basis of the documents referred to in 5.2.2 and 5.2.3.

5.2.2.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 simplified balance sheet and profit and loss account, exclusively based on the **Annex 6.4 form**;

In the event that the tenderer is unable to complete the form as proposed above one of the following alternatives would be acceptable:

(1) A full copy 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;

or

(2) A statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;

(3) Appropriate statements from banks or evidence of professional risk indemnity insurance, for legal entities facing the impossibility to fully present evidence (1).

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.

5.2.3. 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 as specified in paragraph 5.2.1.

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 criterion 2.2, 2.3 and 2.4

- 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; one part of the list shall explicitly refer to the services provided in the frame of the civil protection mechanism.

This evidence refers to selection criterion 2.1

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 by a sworn declaration or certificate, by membership of a specific organisation, express authorisation or entry in the VAT register.

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

The contract will be awarded to the tender presenting **the best value for money**. The following award criteria will be applied:

1. Qualitative award criteria:

No	Qualitative award criteria	Weighting (maximum points)
1.	<p>Understanding</p> <p>This criterion serves to assess whether the tenderer has understood all of the issues involved, as well as the nature of the work to be undertaken and the content of the final products.</p> <p>1.1 Understanding of the civil protection mechanism and the modules approach, including the understanding of the objectives of the tender, e.g. implementation of the specific exercises, interoperability, self-sufficiency, interaction and knowledge transfer of all players involved, max 15 points.</p> <p>1.2 Opinion on the key issues related to the achievement of the contract objectives and expected results, max 15 points.</p>	30
2.	<p>Methodology</p> <p>This criterion assesses the suitability and strength of the proposal as measured against the requirements of the specifications in terms of the technical content, completeness, originality of ideas (<i>where appropriate</i>) and proposed effort.</p> <p>2.1 Outline of the approach proposed for contract implementation. Strategies and organisation of the planning and implementation of the exercises and the quality control mechanism. Approach how to integrate as many Participating States of the mechanism as possible into the exercises, max 25 points.</p> <p>2.2 Demonstration of close cooperation with civil protection authorities from different Participating States of the mechanism. In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them. A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor, max 15 points.</p>	40
3.	<p>Project management and timetable of activities</p> <p>This criterion relates to the quality of project planning (the timing, sequence and duration of the proposed activities), the organisation of the team with a view to managing a project of this nature and the availability of the resources for the completion of the contractual tasks (including financial planning of the project).</p>	30
Total number of points		100

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

A quality threshold is also set up. Tenders scoring less than 65 % in the overall points total or less than a minimum of 18, 24 and 18 points under criteria 1, 2 and 3 respectively will be excluded from the rest of the assessment procedure.

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 expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

2. Price

The points scored for the above qualitative criteria will be compared to the price.

Tenders presenting a total price superior to the maximum amount indicated in point 4.2.5 will be excluded from the rest of the assessment procedure.

3. Final evaluation

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. The following formula will be applied:

Final Evaluation
Total score of tender X = Cheapest price/price of tender X * total quality score (out of 100) of tender X

The tender with the highest mark wins.

Each lot will be evaluated and awarded separately. When several lots are proposed to be awarded to the same tenderer, the Commission may conclude one single contract for these lots.

5.4. 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.

5.5. 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.

5. Assessment and award of contract

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 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 5.1.3. 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.

6. ANNEXES

ANNEXES

6.1. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO)

Exclusion Criteria Form

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

1. 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 operator⁹*)

or

2. 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 Union's 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:

⁹ To be used depending on the national legislation of the country in which the 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 above¹⁰.

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

¹⁰ Mandatory for contracts of value above €125 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

6.2. DRAFT CONTRACT



EUROPEAN COMMISSION
 DIRECTORATE-GENERAL HUMANITARIAN AID AND CIVIL PROTECTION - ECHO
 ECHO.B. – Humanitarian and Civil Protection Operations
B.1 – Emergency Response

SERVICE CONTRACT

CONTRACT NUMBER – *[complete]*

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by **Mr..., Director ECHO/B, Directorate-General Humanitarian Aid and Civil Protection - ECHO,**

of the one part,

and

[official name in full]
*[official legal form]*¹¹
*[statutory registration number]*¹²
[official address in full]
[VAT registration number]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by *[forename, surname and function,]*

[The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.]

of the other part,

11 Delete if contractor is a natural person or a body governed by public law.

12 Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

HAVE AGREED

the **Special Conditions** and the following Annexes:

Annex I General Conditions for service contracts

Annex II – Tender Specifications (Invitation to Tender No ECHO/B1/SER/2012/01 of [*insert date*])

Annex III – Contractor's Tender (No [*complete*] of [*insert date*])

[*Other Annexes*]

which form an integral part of this contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the other Annexes.
- The terms set out in the Tender Specifications (Annex II) shall take precedence over those in the Tender (Annex III).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is designing, planning, conducting and evaluating exercises in the field of the civil protection mechanism.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex II).

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Under no circumstances may implementation commence before the date on which the Contract enters into force.
- I.2.3.** The duration of the execution of the tasks shall not exceed **30 months**. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.
- I.2.4. Contract renewal**
The contract may not be renewed.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The Contract will be paid on a lump sum basis.
The maximum total amount to be paid by the Commission under the Contract shall be EUR [*amount in figures and in words*] covering all tasks executed.
This price also covers any fees payable to the Contractor in relation to the vesting of rights in the Union and where applicable the transfer of rights to the Union and any use of the results by the Commission.
- I.3.2** Prices shall be expressed in EUR.
- I.3.3 Price revision**
Not applicable.
- I.3.4. Reimbursement of expenses**
Not applicable.

ARTICLE I.4 – PAYMENTS

- I.4.1. Pre-financing**

Following signature of the Contract by the last contracting party and its receipt by the Commission, within thirty days of the receipt of the relevant invoice indicating the reference number of the Contract and the receipt by the Commission of a duly constituted financial guarantee equal to at least EUR [*amount in figures and in words*] a pre-financing payment of EUR [*amount in figures and in words*] equal to 20 % of the total amount referred to in Article I.3.1 shall be made.

I.4. Interim payment

1.4.1 First interim payment

The Contractor shall submit an admissible invoice indicating the reference number of the Contract for an interim payment of EUR [*amount in figures and in words*] equal to 30 % of the total amount referred to in Article I.3.1.

Invoices for interim payment shall be admissible if accompanied by a progress report in accordance with the instructions laid down in Annex II.

The Commission shall have forty-five days from receipt to approve or reject the progress report, and the Contractor shall have twenty days in which to submit additional information or a new progress report.

Provided the progress report has been approved, the Commission shall have thirty days from the date of receipt of the relevant invoice to pay an interim payment.

1.4.2 Second interim payment

The Contractor shall submit an admissible invoice indicating the reference number of the Contract for an interim payment of EUR [*amount in figures and in words*] equal to 30 % of the total amount referred to in Article I.3.1.

Invoices for interim payment shall be admissible if accompanied by a progress report in accordance with the instructions laid down in Annex II .

The Commission shall have forty-five days from receipt to approve or reject the progress report, and the Contractor shall have twenty days in which to submit additional information or a new progress report.

Provided the progress report has been approved, the Commission shall have thirty days from the date of receipt of the relevant invoice to pay an interim payment.

I.4. Payment of the balance

Within sixty days of completion of the tasks referred to in Annex II, the Contractor shall submit an admissible invoice indicating the reference number of the Contract for payment of the balance.

The invoice shall be admissible if accompanied by the final progress report in accordance with the instructions laid down in Annex II.

The Commission shall have sixty days from receipt to approve or reject the final progress report, and the Contractor shall have twenty days in which to submit additional information or a new final report.

Provided the final progress report has been approved, the Commission shall have thirty days from the receipt of the relevant invoice to pay the balance.

Without prejudice to Article II.1.9 of Annex I, should the Contractor fail to carry out one or more exercises, an amount of [*amount in figures and in words*] EUR per exercise not conducted will be deducted from the maximum amount indicated in Article I.3.1. Should the Contractor fail

to carry out none of the exercises, only 10% of the maximum amount indicated in Article I.3.1, shall be paid by the Commission upon acceptance of a progress report.

For Contractors established in Belgium, the provisions of the Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro, identified as follows:

Name of bank:
 Address of branch in full:
 Exact designation of account holder:
 Full account number including codes:
 [IBAN¹³ code:]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing in paper or electronic form and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below.

Electronic communication must be confirmed by paper communication when requested by any of the parties. The parties agree that paper communication can be replaced by electronic communication with electronic signature.

Communications shall be sent to the following addresses:

Commission:
 European Commission
 Directorate-General for Humanitarian Aid and Civil Protection – ECHO
 Unit B.1 – Emergency Response
 Rue de la Loi 200
 1049 Brussels, Belgium
 Fax: (+32-2)-29 79692

Contractor:
 Mr/Mrs/Ms [*complete*]
 [*Function*]
 [*Company name*]
 [*Official address in full*]

13 BIC or SWIFT code for countries with no IBAN code.

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1.** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.
- I.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Directorate-General for Humanitarian Aid and Civil Protection acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

ARTICLE I.9 - USE OF THE RESULTS

I.9.1 Modes of exploitation

All elaborations, materials/reports, designs, computations, documented data, database format and data, methods of creation, discoveries produced within this Contract and for which the rights vest in the Union and thereby the Union has acquired the ownership in accordance with Article II.10 may be used in the following way:

- i) distribution:
 - publishing in paper copies
 - publishing in electronic form as downloadable/non-downloadable file
 - making available on internet
 - broadcasting
 - public presentation or display
 - communication through a press information services,
 - inclusion in widely accessible databases or indexes
 - in any form and by any method existing at this date and in the future
 - giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents
- ii) storage:
 - in paper format
 - in electronic format
 - in original format (sculpture, maquette etc.)
- iii) archiving in line with the applicable document management rules
- iv) modifications made by the Commission or by a third party:
 - shortening
 - making a summary
 - modification of the content
 - technical changes to the content:
 - necessary correction of technical errors

- adding new parts or functionalities
- changing functionalities
- providing third parties with additional information concerning the result (e.g. source code)
- addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.,
- preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
- extracting a part or dividing into parts
- use of a concept or preparation of a derivate work
- digitisation or converting the format for storage or usage purposes
- translate, subtitle, dub
- v) language versions:
 - working languages of EC
 - official languages of EU
 - languages used within EU
 - languages of candidate countries
- vi) use for own purposes:
 - making available to the staff of the Commission
 - making available to the persons and entities working for the Commission or cooperating with it, including: contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions
 - installing, uploading, processing
 - arranging, compiling, combining, retrieving
 - making a copy, reproducing
- vii) allow use of results by third parties:
 - for commercial or non commercial purposes,
 - against payment, without payment or against fulfilment of other conditions
 - assignment in full or in part
 - giving a licence
 - for a particular period or unlimited in time

Where the Commission becomes aware that scope of modifications exceeds the scope envisaged in the Contract the creator shall be consulted. The creator will be obliged to provide his response within two weeks. He shall provide his agreement including any suggestions of modifications free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

I.9.2 Pre-existing rights, intermediaries, creators' rights

Where industrial and intellectual property rights, including rights of ownership and use of the Contractor and third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor shall establish a list which shall specify all pre-existing rights and disclose it to the Commission at the latest when delivering a final result.

All pre-existing rights to delivered results shall vest in the Union and thereby under the terms of the Contract be effectively transferred to the Union, as provided for in Article I.9.1.

The Contractor shall present relevant and exhaustive proofs of acquiring all necessary rights together with delivery of the final report at the latest. The latter should be fulfilled by presentation of the contractors', all subcontractors' intermediating in the transfer of rights and creators' statements prepared in accordance with annexes A1 and A2 and the following information and documents:

- Name and version number of the software product
- Title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify origin easily
- Full identity of the author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer
- Copy of the licence to use the product or reference to it
- Agreement transferring the right to the product to the Contractor
- Text of the disclaimer notice

In case parts of the results were created by employees of the Contractor, documentary evidence shall be provided as to how the creators' or authors' rights were transferred to the Contractor, i.e. a copy of the relevant agreement or extract from the employment contract should be provided¹⁴.

I.9.3 Partial vesting of rights (pre-existing or not pre-existing)

In case the partial vesting of particular rights to the results was envisaged in the tender specification and the offer, the Contractor shall list precisely at the moment of delivery of the final report at the latest all materials, information, IT tools, methodology and any other results or parts of the result to which third persons have rights, even if originally owned by the Contractor, or for which the right is not to be unconditionally given to the Union. For every listed item the Contractor shall describe precisely the scope of pre-existing rights and not pre-existing rights and the scope and the way, direct or indirect, of the partial vesting and thereby the effective transfer of rights to the Union.

The information obligation refers also to the intention of using any listed item referred to in the first paragraph for which the rights are already entirely or partially owned by the Union.¹⁵ This obligation is in addition to the duty to disclose pre-existing rights referred in Article I.9.2.

I.9.4 Persons depicted in photographs or films

In case natural, recognisable person(s) are depicted in a photograph or film the Contractor shall submit a statement of these depicted persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 20 days formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract before the termination date. Article II.14.4 applies accordingly.

ARTICLE I.11 – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

¹⁴ All free-lance, self-employed individuals are to be treated as subcontractors and should fill in annex A2 individually, contrary to employees for whom extract from standard work contract can be presented in general.

¹⁵ This right may refer to databases (structure, software or data), extensive quote of other texts, data to be used for analysis, tables, graphs, photographs, sound or music, working methods, software (module programmes, operating platforms, programming languages, system architectures, web pages, graphics of the web pages, portal systems).

In case this Contract was signed by both the Commission and the Contractor before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

This article is not applicable for contracts not covered by Directive 2004/18/EC and in cases indicated in Article 158a(2) of the rules for the implementation of the Financial Regulation (Regulation No 2342/2002).

ARTICLE I.12 – OTHER SPECIAL CONDITIONS

I.12.1 Without prejudice to the Commission's right to terminate the Contract, the Commission may suspend the execution of the Contract or any part thereof for any other duly justified reason that could, in the Commission's opinion, have a significant effect on the performance of the Contract. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission shall as soon as possible give notice to the Contractor to resume the service suspended or inform that it is proceeding with contract termination. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor,
[*Company name*/forename/surname/function]

For the Commission,
[forename/surname/function]

signature: _____

signature: _____

Done at [place], [date]

Done at Brussels, [date]

In duplicate in English.

ANNEX I

II – GENERAL CONDITIONS FOR SERVICE CONTRACTS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who executes the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and at his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may claim compensation or impose liquidated damages provided for in Article II.12.

ARTICLE II.2 – LIABILITY

II.2.1. The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

II.2.2. The Contractor shall be liable for any loss or damage sustained by the Commission in performance of the Contract, including in the event of subcontracting under Article II.6 but only up to three times the total amount of the Contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or by its employees, the Contractor shall remain liable without any limitation as to the amount of the damage or loss.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the Contract,

- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract.

ARTICLE II.4 – CONFIDENTIALITY

II.4.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.4.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.5 – DATA PROTECTION

II.5.1 The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

II.5.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.5.3 Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

II.5.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

II.5.5 The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised use of data-processing systems by means of data transmission facilities;

- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II.6 – SUBCONTRACTING

- II.6.1.** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.6.2.** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.6.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.20.

ARTICLE II.7 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties before fulfilment of all their contractual obligations. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.8 – ASSIGNMENT

- II.8.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.
- II.8.2.** In the absence of such authorisation, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.9 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION ABOUT THE CONTRACT

- II.9.1.** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in the Contract, in particular the identity of the Contractor, the subject matter, the duration and the amount paid. Where personal data is concerned, Articles I.8 and II.5 shall apply.
- II.9.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to distribute or publish the documents or information

supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

- II.9.3.** Any distribution or publication of information relating to the Contract or use of outcome of the implementation of the Contract and provided as such by the Contractor shall require prior written authorisation from the Commission and, if so requested, shall mention that it was produced within a contract with the Commission. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.9.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II.10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

- II.10.1** A result shall be any outcome of the implementation of the Contract and provided as such by the Contractor.

A creator shall be any person who contributed to production of the result.

Pre-existing intellectual property rights, sometimes referred to as background technology, are any industrial and intellectual property rights which exist prior to the contract being entered into and include rights of ownership and use of the Contractor, the Commission and any third parties ("pre-existing rights").

It shall be a material term of the Contract and of the essence of the Contract that Contractors shall be under a duty to provide a list of pre-existing rights at the date of delivery of the final result the latest.

- II.10.2** The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the Contract, shall be irrevocably and fully vested to the Union, which may use them as described in the Contract. All the rights shall be vested on the Union from the moment the results were delivered and accepted by the Commission.

For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the Union.

The payment of the fee under Article I.3 is deemed to include all forms of use by the Union of the results as set out in Article I.9.

The above vesting of rights in the Union under this Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

- II.10.3** Any intermediary sub-result, raw data, intermediary analysis made available to the Commission by the Contractor cannot be used by the Union without written consent of the Contractor, unless the tender specification explicitly provides for it to be treated as self-contained result.
- II.10.4** The Contractor retains all right, title and interest in pre-existing rights not fully vested into the Union in line with Article I.9.2, and hereby grants the Union for the requested period a licence to use the pre-existing rights to the extent necessary to use the delivered results.

- II.10.5** The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Commission. This does not concern the moral rights of natural persons and rights referred to in Article II.10.4.
- II.10.6** The Contractor shall clearly point out all quotations of existing textual works made by the Contractor. The complete reference should include as appropriate: name of the author, title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify the origin easily.
- II.10.7** The Contractor shall clearly indicate all parts to which there are pre-existing rights and all parts of the result originating from external sources: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form).
- For non-textual results or results provided in electronic form only, the description, instruction or information document shall list all parts coming from external sources: IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.
- II.10.8** If the Commission so requires, the Contractor shall provide proof of ownership or rights to use all necessary rights to the materials referred to in Article II.10.7.
- II.10.9.** By delivering the results the Contractor confirms that the creators undertake not to oppose their names being recalled when the results are presented to the public and confirms that the results can be divulged.
- The Contractor shall possess all relevant agreements of the creator and provide proof by way of documentary evidence.
- II.10.10.** By delivering the results the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that he possesses the relevant rights or powers to execute the transfer. He also warrants that he has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- II.10.11.** The Contractor shall indemnify and hold the Union harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the Union 's use of the works and in relation to which the Contractor has granted the Union user rights.

ARTICLE II.11 – FORCE MAJEURE

- II.11.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.11.2.** Without prejudice to Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with

acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

- II.11.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.11.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.12 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages per calendar day of delay according to the following formula: $0.3 \times (V/d)$

V is the amount specified in Article I.3.1;

d is the duration specified in Article I.2.3 expressed in days

The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.13 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, where the Contract is subject to substantial error, irregularity or fraud the Commission may suspend execution of the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission shall as soon as possible give notice to the Contractor to resume the service suspended or inform that it is proceeding with contract termination. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

ARTICLE II.14 – TERMINATION BY THE COMMISSION

II.14.1. The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of

the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.14.2. In case of force majeure, notified in accordance with Article II.11, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.14.3. Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.14.4. Consequences of termination

In the event of the Commission terminating the Contract in accordance with this article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.14a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II.15 – INVOICING AND PAYMENTS

II.15.1. Pre-financing guarantee:

Where required by Article I.4.1 or if the pre-financing is over €150 000, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent service rendered on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The guarantee shall be retained until the pre-financing has been cleared against interim payments or payment of the balance to the Contractor. It shall be released the following month or, in the absence of such clearing, four months after the issuance of a corresponding debit note. The cost of providing such guarantee shall be borne by the Contractor.

II.15.2. Interim payments and payment of the balance:

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

At the end of each of the periods indicated in Annex II the Contractor shall submit to the Commission an invoice accompanied by the documents provided for in the Special Conditions.

If providing a progress report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new progress report.

Approval of the progress report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Where the Commission requests a new progress report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new progress report shall likewise be subject to the above provisions.

II.15.3. Payment currency and costs:

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

- costs of dispatch charged by the bank of the Commission are borne by the Commission,
- cost of receipt charged by the bank of the Contractor are borne by the Contractor,
- all costs of repeated transfer caused by one of the parties are borne by the party who caused repetition of the transfer.

ARTICLE II.16 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.16.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.16.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his invoice is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. The Commission may proceed with further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the invoice is admissible.

The Commission shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.16.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II. 17 – TAXATION

II.17.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.17.2. The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

II.17.3. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.17.4. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.18 - REIMBURSEMENTS

II.18.1. Where provided by the Special Conditions or by Annex II, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.18.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.18.3. Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.18.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

II.18.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

II.18.6. Conversion between the euro and another currency shall be made using the daily euro exchange rate published in the C series of the *Official Journal of the European Union* of the day on which the expense was made.

ARTICLE II.19 – RECOVERY

II.19.1. If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.19.2. In the event of failure to pay by the deadline specified in the debit note, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.19.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has

a claim on the Union or the European Atomic Energy Community that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.20 – CHECKS AND AUDITS

- II.20.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.
- II.20.2.** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.20.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

Annex [A1]

Statement of Contractor concerning right to delivered result

[Option 1: general statement - low risk situations, e.g. limited use of the results]

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the Contract *[insert title and/or number of the contract]* warrants that the Contractor holds full right to the delivered *[insert title and/or description of result]* which is free of any claims, including claim of the creators who transferred all their rights and *[were fully paid]* *[will be paid as agreed within [complete] weeks from [delivery of this statement.] [receipt of confirmation of acceptance of the work].*

[Option 2: detailed statement - higher risk situations, e.g. extensive use of the results]

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the contract *[insert title and/or number of the contract]* warrants that *[, except for [the parts listed in [complete by reference to the Tender Specification and/or offer]] [or list parts for which rights are not transferred],]*¹⁶ the Contractor holds a right to the delivered *[insert title and/or description of result]* which is/are free of any claims of third parties.

Work was prepared by *[insert names of creators]* *[, except for [the parts listed in [complete by reference to the Tender Specification and/or offer]] [or list parts that pre-existed and for which rights are not transferred],]*¹⁷ is *[original and]* free of rights of third persons. Creators transferred all their rights to the work (excluding moral rights of natural persons) to *[insert name of the entity that received rights from the creators]* *[through a contract of [insert date] [a relevant extract of which is] herewith attached.*

Creators *[received all their remuneration on [insert date]] [will receive all their remuneration as agreed within [complete] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].*

Date, place, signature

¹⁶ In case not all IP rights were fully transferred

¹⁷ In case parts of the work pre-existed and belonged to third parties

Annex [A2]

Statement of creator / intermediary in delivery

of the [title of the result]
within the Framework Contract number [complete]
Specific Contract No [complete]

concluded between the European Commission and [name of the contractor(s)]

I, [insert name of the authorised representative of the intermediary] representing [insert name of the intermediary] state that I am the right holder of: [identify the relevant parts of the result] [which I created] [for which I received rights from [insert name]].

I am aware of the above contract, especially Articles I.9, II.10 and point [insert reference] of the Request for Service and I confirm that I transferred all the relevant rights to [insert name].

I declare that [I received full remuneration.] [I agreed to receive remuneration by [insert date]].

[I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.]¹⁸

Date, place, signature

¹⁸ Necessary for creators

6.3. MODEL GUARANTEE

[MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE¹⁹

Financial institution/Bank (Letterhead)
[Place/Date]

European Union
Represented by the European Commission
Directorate-General [...] – [Unit]
B – 1049 Belgium

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

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

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

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

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

ARTICLE 2 – EXECUTION OF GUARANTEE

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

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.
3. We shall undertake to immediately inform the Commission in writing, by registered letter or by courier with acknowledgement of receipt, in the event of a change of our legal status, ownership or address.

¹⁹ The footnotes are internal instructions for the authorising officers only and must be deleted before the guarantee is signed. [Plain text]: items to be filled in. [*Text in italics*]: these items are optional and may be deleted depending on the context of the guarantee.

ARTICLE 4 – DATE OF ENTRY INTO FORCE

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

ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.
2. This guarantee shall expire on return of this original document by the Commission to our offices by registered letter or by courier with acknowledgement of receipt.
3. [Option 1: *This must occur at the latest one month after the payment of the balance under the contract has been made or three months after the issuance of the corresponding recovery order.*²⁰]

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

[Option 3: *This must occur in any case, at the latest, on (indicate a precise date*²¹*).*]

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

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION*Option 1*

1. *This guarantee shall be governed by and construed in accordance with the law applicable to the contract.*
2. *The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.*

Option 2

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

ARTICLE 7 - ASSIGNMENT

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

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

[Signature/
Function at the Financial Institution/Bank]

[Signature/
Function at the Financial Institution/Bank]

²⁰ In any case, this period should never be reduced.

²¹ This mention has to be inserted where the law applicable to the guarantee imposes a precise expiry date.

6.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM

Explanation – please read carefully before completing the financial capacity form
Simplified balance sheet and profit and loss account

Candidates shall indicate if they are a profit or a non profit making company / organisation.

Within the form, financial data based on the company's /organisation's balance sheet are collected in a standardised form. Please find below a correspondence table giving an explanation on the regrouping of different accounts respecting the [4th Accounting Directive](#). You should complete this form carefully. Given its complexity, it is recommended that the form be completed by a professional accountant or an auditor. The data reported will be used to evaluate the financial viability of the company/organisation. Thus it is very important that data reported are accurate. The Commission may wish to cross check the data with those reported in the official certified accounts. For this purpose the Commission reserves the right to ask for further documentation during the evaluation process.

The amounts have to be filled out in euros ([use the exchange rate of the closing date of the accounts](#)).

Abbreviations t-1 and t0

The abbreviation *t0* represents the last certified historical balance sheet and profit and loss account; *t-1* is the balance sheet prior to the last certified one. Consequently, the *closing date t0* is the closing date of the last certified historical balance sheet; the *closing date t-1* is the closing date of the balance sheet prior to the last one. *Duration t0* is the number of months covered by the last historical balance sheet. *Duration t-1* is the number of months covered by the penultimate certified historical balance sheet.

BALANCE SHEET	CORRESPONDANCE 4 th ACCOUNTING DIRECTIVE	
ASSETS	ASSETS / 4 th ACCOUNTING DIRECTIVE (Article 9)	
1. Subscribed capital unpaid	A. Subscribed capital unpaid	A. Subscribed capital unpaid (including unpaid capital)
2. Fixed assets	C. Fixed Assets	
2.1. Intangible fixed assets	B. Formation expenses as defined by national law C. I. Intangible fixed assets	B. Formation expenses as defined by national law C.I.1. Cost of research and development C.I.2. Concessions, patents, licences, trade marks and similar rights and assets, if they were: (a) acquired for valuable consideration and need not be shown under C (I) (3); or (b) created by the undertaking itself C.I.3. Goodwill, to the extent that it was acquired for valuable consideration C.I.4. Payments on account
2.2. Tangible fixed assets	C.II. Tangible fixed assets	C.II.1. Land and buildings C.II.2. Plant and machinery C.II.3. Other fixtures and fittings, tools and equipment C.II.4. Payment on account and tangible assets in course of construction
2.3. Financial assets	C.III. Financial assets	C.III.1. Shares in affiliated undertakings C.III.2. Loans to affiliated undertakings C.III.3. Participating interests C.III.4. Loans to undertakings with which the company is linked by virtue of participating interest C.III.5. Investments held as fixed assets C.III. 6. Other loans C.III.7. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value)
3. Current assets	D. Currents assets	
3.1. Stocks	D.I. Stocks	D.I.1. Raw materials and consumables D.I.2. Work in progress D.I.3. Finished products and goods for resale D.I.4. Payment on account
3.2.1. Debtors due after one Year	D.II. Debtors, due and payable after more than one year	D.II.1. Trade debtors D.II.2. Amounts owed by affiliated undertakings D.II.3. Amounts owed by undertakings with which the company is linked by virtue of participating interest D.II.4. Others debtors D.II.6. Prepayments and accrued income
3.2.2. Debtors due within one year	D.II. Debtors due and payable within a year	D.II.1. Trade debtors D.II.2. Amounts owed by affiliated undertakings D.II.3. Amounts owed by undertakings with which the company is linked by virtue of participating interest D.II.4. Others debtors D.II.6. Prepayments and accrued income
3.3. Cash at bank and in hand	D.IV. Cash at bank and in hand	D.IV. Cash at bank and in hand

3.4. Other current assets	D.III Investments	D.III.1. Shares in affiliated undertakings D.III.2. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value) D.III.3. Other investments
Total assets	Total assets	

LIABILITIES	LIABILITIES / 4th ACCOUNTING DIRECTIVE (Article 9)	
4. Capital and reserves	A. Capital and reserves	
4.1. Subscribed capital	A.I. Subscribed capital A.II. Share premium account	A.I. Subscribed capital A.II. Share premium account
4.2. Reserves	A.III. Revaluation reserve A.IV. Reserves	A.III. Revaluation reserve A.IV.1. Legal reserve, in so far as national law requires such a reserve A.IV.2. Reserve for own shares A.IV.3. Reserves provided for by the articles of association A.IV.4. Other reserves
4.3. Profit and loss brought forward from the previous years	A.V Profit and loss brought forward from the previous years	A.V Profit and loss brought forward from the previous years
4.4. Profit and loss for the Financial year	A.VI. Profit or loss for the financial year	A.VI. Profit or loss for the financial year
5. Creditors	C. Creditors	
5.1.1 Long term non-bank debt	B. Provisions for liabilities and charges (> one year) C. Creditors (> one year)	B.1. Provisions for pensions and similar obligations B.2. Provisions for taxation B.3. Other provisions C.1. Debenture loans, showing convertible loans separately C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks C.4. Trade creditors C.6. Amounts owed to affiliated undertakings C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests C.8. Other creditors including tax and social security C.9. Accruals and deferred income
5.1.2. Long term bank debt	C. Creditors "credit institutions" (> one year)	C.2. Amounts owed to credit institutions C.5. Bills of exchange payable
5.2.1. Short term non-bank Debt	B. Provisions for liabilities and charges (= one year) C. Creditors (= one year)	B.1. Provisions for pensions and similar obligations B.2. Provisions for taxation B.3. Other provisions C.1. Debenture loans, showing convertible loans separately C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks C.4. Trade creditors C.6. Amounts owed to affiliated undertakings C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests C.8. Other creditors including tax and social security C.9. Accruals and deferred income
5.2.2. Short term bank debt	C. Creditors "credit institutions" (= one year)	C.2. Amounts owed to credit institutions C.5. Bills of exchange payable
Total liabilities	Total liabilities	

PROFIT AND LOSS ACCOUNT	PROFIT AND LOSS ACCOUNT / 4TH ACCOUNTING DIRECTIVE (Article 23)	
6. Turnover	1. Net turnover	
7. Variation in stocks	2. Variation in stock of finished goods and in work in progress	2. Variation in stocks of finished goods and in work in progress
8. Other operating income	3. Work performed by the undertaking for its own purposes and capitalized. 4. Other operating income	3. Work performed by the undertaking for its own purposes and capitalized 4. Other operating income
9. Costs of material and consumables	5. (a) Raw materials and consumables 5. (b) Other external charges	5. (a) Raw materials and consumables 5. (b) Other external charges
10. Other operating charges	8. Other operating charges	8. Other operating charges
11. Staff costs	6. Staff costs	6. (a) Wages and salaries 6. (b) social security costs, with a separate indication of those relating to pensions
12. Gross operating profit	Gross operating profit .	
13. Depreciation and value adjustments on non financial assets	7. Depreciation and value adjustments on non financial assets	7. (a) Value adjustments in respect of formation expenses and of tangible and intangible fixed assets 7. (b) Value adjustments in respect of current assets, to the extent that they exceed the amount of value adjustments which are normal in the undertaking concerned
14. Net operating profit	Gross operating profit - Depreciation and value adjustments on non-financial assets	
15. Financial income and value	Financial income and value	9. Income from participating interests

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adjustments on financial assets	adjustments on financial assets	10. Income from other investments and loans forming part of the fixed assets 11. Other interest receivable and similar income 12. Value adjustments in respect of financial assets and of investments held as current assets
16. Interest paid	Interest paid	13. Interest payable and similar charges
17. Similar charges	Similar Charges	
18. Profit or loss on ordinary activities	Profit or loss on ordinary activities	15. Profit or loss on ordinary activities after taxation
19. Extraordinary income and Charges	Extraordinary income and charges	16. Extraordinary income 17. Extraordinary charge
20. Taxes on profits	Taxes	14. Tax on profit or loss on ordinary activities 19. Tax on extraordinary profit or loss 20. Other taxes not shown under the above items
21. Profit or loss for the financial year	Profit or loss for the financial year	21. Profit or loss for the financial year

**Annex 6.4 FORM
to be completed**

**Simplified balance sheet and profit and loss account for the
determination of financial capacity**

Applicant name	<input type="text"/>	Type of company	<input type="checkbox"/> Profit making
	<input type="text"/>		<input type="checkbox"/> Non profit making
Closing date t0	<input type="text"/>	Duration t0	<input type="text"/> months
Closing date t-1	<input type="text"/>	Duration t-1	<input type="text"/> months

Balance sheet		
Assets	t0 (in Euro)	t-1 (in Euro)
1. Subscribed capital unpaid	<input type="text"/>	<input type="text"/>
2. Fixed assets (2.1+2.2+2.3)	0	0
2.1 Intangible fixed assets	<input type="text"/>	<input type="text"/>
2.2 Tangible fixed assets	<input type="text"/>	<input type="text"/>
2.3 Financial assets	<input type="text"/>	<input type="text"/>
3. Current assets (3.1+3.21+3.22+3.3+3.4)	0	0
3.1 Stocks	<input type="text"/>	<input type="text"/>
3.2.1 Debtors due after one year	<input type="text"/>	<input type="text"/>
3.2.2 Debtors due within one year	<input type="text"/>	<input type="text"/>
3.3 Cash at bank and in hand	<input type="text"/>	<input type="text"/>
3.4 Other current assets	<input type="text"/>	<input type="text"/>
Total assets (1+2+3)	0	0

Liabilities	t0 (in Euro)	t-1 (in Euro)
4. Capital and reserves (4.1+4.2+4.3+4.4)	0	0
4.1 Subscribed capital	<input type="text"/>	<input type="text"/>
4.2 Reserves	<input type="text"/>	<input type="text"/>
4.3 Profit and loss brought forward	<input type="text"/>	<input type="text"/>
4.4 Profit and loss for the financial year	<input type="text"/>	<input type="text"/>
5. Creditors (5.11+5.12+5.21+5.22)	0	0
5.1.1 Long term non-bank debt	<input type="text"/>	<input type="text"/>
5.1.2 Long term bank debt	<input type="text"/>	<input type="text"/>
5.2.1 Short term non-bank debt	<input type="text"/>	<input type="text"/>
5.2.2 Short term bank debt	<input type="text"/>	<input type="text"/>
Total liabilities (4+5)	0	0

Profit and loss		
	t0 (in Euro)	t-1 (in Euro)
6. Turnover	<input type="text"/>	<input type="text"/>
7. Variation in stocks	<input type="text"/>	<input type="text"/>
8. Other operating income	<input type="text"/>	<input type="text"/>
9. Costs of material and consumables	<input type="text"/>	<input type="text"/>

6. Annexes

10. Other operating charges		
11. Staff costs		
12. Gross operating profit (6.+7.+8.-9.-10.-11.)	0	0
13. Depreciation and value adjustments on non-financial assets		
14. Net operating profit (12.-13.)	0	0
15. Financial income and value adjustments on financial assets		
16. Interest paid		
17. Similar charges		
18. Profit/loss on ordinary activities (14+15.-16.-17.)	0	0
19. Extraordinary income and charges		
20. Taxes on profit		
21. Profit/loss for the financial year (18.+19.-20.)	0	0

6.5. SUBCONTRACTOR / LETTER OF INTENT

Insert title reference 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
.....		

6.6. 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

6.7. 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 ■) 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	Coordinat or 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 6.6)			■		
Letter of intent of subcontractor (see annex 6.5)					■
Legal Entity Form (see section 4.2.1)					
Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm		■	■	■	■
Supporting documents for the Legal Entity File Form		■	■	■	
Financial Identification form (see section 4.2.1)					
Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_fr.htm		■		■	
Exclusion Criteria form (see section 5.1.1 and annex 6.1)		■	■	■	■
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4)		■	■	■	
Evidence of Technical and professional capacity (see section 5.2.3)					
Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1		■	■	■	■

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 bid (see section 4.2.4 and 4)		■
Financial bid (see section 4.2.5)		■

7. APPENDIXES

Appendix 1 Points of contact for Civil Protection modules/TAST

Appendix 2 Model Progress Report

Appendix 3 Basic Questions for Evaluation

APPENDIX 1



EUROPEAN COMMISSION
 DIRECTORATE-GENERAL HUMANITARIAN AID AND CIVIL PROTECTION - ECHO
 ECHO.B - Humanitarian and Civil Protection Operations
B/1 - Emergency Response

Contact points for civil protection modules/TAST:

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APPENDIX 2

MODEL PROGRESS REPORT

PREFACE

- Amount of participating modules/TAST, participants, trainers, evaluators, exercise control staff, staff, actors and others (who)
- Planning process
- Cooperation with partners

1. IDENTIFICATION OF THE EXERCISE

2. PREPARATION OF THE EXERCISE

3. PREPARATION OF DOCUMENTATION

4. CONDUCTION OF THE EXERCISE

5. COMPOSITION OF THE EXERCISE

5.1. Exercise management

5.2. Participating modules

5.3. Team Trainers

5.4. Evaluators

5.5. Support personnel

6. EVALUATION

6.1. Summary of the evaluation of evaluators

6.2. Feed back of participating modules/TAST

6.3. Outcome

7. RECOMMENDATIONS/CHANGES JUSTIFIED ON EVALUATION

7.1. General

7.2. Exercise management

7.3. Administrative procedures

7.4. Language

7.5 Exercise evaluation

APPENDIX 3

BASIC QUESTIONS FOR EVALUATION

Exercise related:

- Were the tasks of the exercise met?
- To which extent were the intended results achieved?
- What gaps were identified?
- Which areas need further development?
- Were the participants satisfied? Did they ask for changes?
- Did the exercise have sustainable effects? Will the exercise influence the further planning and measures of the participating modules/TAST? How?

European Civil Protection Mechanism related:

- Were the tasks of the exercise met?
- To what extent were the intended results achieved?
- Which gaps were identified?
- Which areas need further development?
- Were the Participating States satisfied? Did they desire for changes?
- Did the exercise have sustainable effects? Will the exercise influence the further planning and measures of the Participating States? How?