



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

ECHO A - Strategy, Policy and International Co-operation
A/3 - Policy and Implementation Frameworks

Dear Sir/Madam,

Subject: Invitation to Tender – Call for tenders No ECHO/A.3/SER/2011/01

Ref.: Open procedure, OJ 2011/S 156-258882

Title: Provision of expertise to assist policy development in Humanitarian Aid

The European Commission is planning to award the public contract referred to above. 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 :

Friday 14 October 2011

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
Unit ECHO A.3 – Policy and Implementation Frameworks
AN 88 – Office 03/05
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:

**European Commission
Directorate-General for Humanitarian Aid and Civil Protection – ECHO
Unit ECHO A.3 - Policy and Implementation Frameworks
Service central de réception du courrier
Avenue du Bourget, 1-3
1140 Brussels, Belgium**

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><u>INVITATION TO TENDER</u></p> <p>Call for tender n°: ECHO/A.3/SER/2011/01 From:(Company name)</p> <p><u>NOT TO BE OPENED BY THE INTERNAL MAIL</u> <u>DEPARTMENT.</u></p>
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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 3.2 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 3.1 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.

We look forward to receiving your tender.

Yours sincerely,

Henrique TRAUTMANN
Head of Unit

Annex: Tendering documents including technical specifications and draft contract

CALL FOR TENDER
No ECHO/A.3/SER/2011/01

TITLE

**PROVISION OF EXPERTISE TO ASSIST
POLICY DEVELOPMENT IN HUMANITARIAN AID**

Open Procedure, OJ 2011/S 156-258882

TENDER SPECIFICATIONS

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1. TECHNICAL SPECIFICATIONS

1.1. BACKGROUND, ACHIEVEMENTS AND FUTURE ORIENTATIONS

1.1.1 Background

The European Union (EU) and its Member States, the world's largest humanitarian donor, provides more than 40% of total humanitarian assistance provided worldwide. The European Commission (EC) alone accounts for 11% of humanitarian aid provided by the EU and its Member States– 1.1 billion out of €9.8 billion in total in 2010.

The European Commission, notably through its Directorate General for Humanitarian Aid and Civil Protection (DG ECHO) provides emergency relief to victims of man made and natural disasters, on behalf of the EU. It also promotes respect for, and adherence to, International Humanitarian Law (IHL). ECHO humanitarian assistance is provided in different sectors through projects implemented by ECHO partners (NGOs and International Organisations (IO)) which are expected to be of high quality and in line with the humanitarian principles and ECHO policy development. At policy level, many of the overarching policy issues regarding humanitarian aid are reflected in the 2007 European Consensus on Humanitarian Aid and its Action Plan. Consolidating and further improving coherence, quality and effectiveness of humanitarian aid remains nevertheless a challenge for the EU. Ongoing policy development aims at improving the quality and effectiveness of ECHO assistance in different thematic fields. ECHO staff (desks and field experts) is required to integrate or to mainstream policy orientations into operational strategies, design of interventions at field level, monitoring and evaluation.

The increasing scale of humanitarian needs requires the most effective use of the limited resources available. The diversity of actors and approaches requires clear guidance regarding the best approaches to meet the needs of the beneficiaries.

The need for policy products to improve coherence, quality and efficiency applies both directly to DG ECHO funding, and more broadly to global approaches to humanitarian funding. This need exists for sector policy areas (such as WASH- Water and Sanitation, Health, Humanitarian Food Assistance, Protection, Nutrition), horizontal policy areas (such as Gender), humanitarian law and principles, as well as specific operational policy issues such as Civil-military coordination. Such a broad application requires drawing upon specific expertise from dedicated centres of excellence, as well as informed best practise in the reality of humanitarian aid delivery.

1.1.2 Current state of policy development

Policy and other documents such as (funding) guidelines were or are being developed on a number of key issues. These documents aim at describing humanitarian aid strategies in the general context of external action and at providing guidance to DG ECHO staff and partners in order to ensure that programming and implementation respect a set of recommendations based on good practices.

DRR (Emergency Preparedness, Disaster Risk Reduction, Early Warning) issues are addressed with interventions at local level with communities and their institutions, but also at country level (advocacy for the creation of national networks and platforms), while ensuring coherence at regional level. In this respect DG ECHO interventions currently support a wide range of activities, including public awareness-raising, education and training, research and dissemination, facilitation of coordination, institutional strengthening. DRR and climate change adaptation are equally a

priority in the framework of DG ECHO Capacity Building strategy in order to improve the capacity of partners (NGOs, IOs and UN Agencies) to implement DRR projects/actions while reinforcing their advocacy role and skills. Development of funding guidelines is on going. Risk prevention, mitigation and preparedness are equally important priorities being pursued in parallel to the response activities. In this respect, it is important to develop synergies between the policies on disaster risk reduction and adaptation to climate change. Support to the development of a more comprehensive and effective EU policy framework to deal with disaster risk reduction and climate change adaptation as well as an improved knowledge on how to assess and evaluate the risks are important issues.

DG ECHO is stepping up its efforts to improve the **integration of DRR** in humanitarian emergency response operations through the development of funding guidelines. DG ECHO also performs a systematic control of all operations to ensure that i) response does not increase risks for beneficiaries, ii) the principle of "building back better" is applied, iii) appropriate DRR measures are incorporated at every stage of an emergency response cycle in all sectors of intervention (i.e. food security and livelihood support, water, sanitation and hygiene, shelter and health), iv) preparedness capacity during early recovery stage is adequately developed, v) best practice and lessons learnt are integrated in humanitarian operations, and vi) training materials are developed and disseminated.

EU Humanitarian Aid is grounded in International Humanitarian Law (IHL), International Human Rights Law (IHRL) and Refugee Law. Promotion of and advocacy for the respect of IHL and of humanitarian principles are part of the global humanitarian need gaps and are a key priority for DG ECHO. In situations of armed conflict, promotion of IHL to all parties is essential to ensure access to vulnerable populations affected by crisis as well as to establish and maintain the safety and security of humanitarian workers. However, counter-terror legislation seeking to limit or even prohibiting contact by humanitarian actors with non-State armed groups which have been designated as terrorist organisations adversely impacts the dissemination of humanitarian norms to these groups and the delivery of humanitarian assistance to people in need. In the framework of the new funding for Capacity Building measures, DG ECHO is supporting a project aimed at promoting IHL knowledge and dissemination within the wider humanitarian community, as well as a project aimed at strengthening humanitarian principled response capacities by providing humanitarian practitioners with guidance for operationalising humanitarian principles. Intense discussion of these issues took place in many different fora, but the challenge is to bring this together in a coherent approach and to draw lessons from current debates.

Civil and Military relations are becoming an area of increasing concern in terms of policy approach. Whilst the primary responsibility to respond to humanitarian crises lies on humanitarian organisations, a myriad of other actors, including the military, are also activated during man-made and natural disasters, as well as complex emergencies. To make sure that the use of military capacity and assets to support the implementation of humanitarian action is done in conformity with IHL and humanitarian principles, the Commission has boosted its dialogue with the key actors including departments in the European External Action Service (EEAS) dealing with CSDP (Common Security and Defence Policy) and crisis management, as well as with individual EU Defence and Foreign Affairs ministries. For those exceptional circumstances where military assets are necessary in support of relief efforts, the EU has developed an overall "doctrine" – respecting and promoting the applicable United Nations guidelines on the use of Military and Civil Defence Assets in relief operations (MCDA and Oslo Guidelines) - as set out in the European Consensus on Humanitarian Aid. There are also specific arrangements on the use of CSDP crisis management tools to support the EU disaster response. These arrangements have proved successful in many occasions, including

Haiti, Pakistan and recently in the repatriation of thousands of Third Country Nationals affected by the conflict in Libya and stranded in Tunisia. Colleagues from the EU Military Staff/Movement Planning Cell were embedded in the Monitoring and Information Centre established under the EU Civil Protection Mechanism helping to identify military transport options. Developing a structured policy approach on the relations with actors other than humanitarian organisations active in crisis management and response would be useful at this stage.

A **WASH policy paper** as a single reference document building on the existing independent WASH study guidelines is under preparation. It needs to ensure linkages with other sectors (health, nutrition, protection, civil protection) and coherence with EU Member States' humanitarian WASH policies. Similarly, an **issue paper on health** is under preparation.

In health interventions, DG ECHO supports programs which aim at reducing morbidity and mortality of the most vulnerable populations. DG ECHO has developed guidelines on **HIV/AIDS** in 2008 to clarify that all partners receiving funds for health programs need to include preventive measures (free supply of condoms) and promote universal safe practices (use of disposable gloves and single use syringes and needles) in their medical programs.

A **gender** policy is currently under development. The Commission actively pursued its policy work on the gender dimension of humanitarian aid, following the recommendations of the gender review (2009). DG ECHO adopted humanitarian **protection** funding guidelines in 2009. In 2008, was developed a staff working paper on **children** in Emergency and Crisis Situations that clearly states that *all humanitarian programmes must pay particular attention to the specific and differentiated needs of children.*

The Commission has continued to actively engage in debates on setting up better coordinated, more coherent common **needs assessment**. The Global Needs Assessment (GNA) methodology is being revamped in collaboration with the Joint Research Centre (JRC) to include more frequent updates (2-3 times per year) in order to better follow trends in vulnerability.

Regarding fragility and transition work has intensified in recent months, based on the analysis that at global level, international efforts supporting **transition** are not sufficient and do not provide expected results. This is partially linked to the fact that transition financing is exceedingly fragmented with different funding sources spread across different budget lines (humanitarian, development, stabilization), governed by different principles, rules and regulations. Experience of past and current transition situations (Pakistan, Haiti, Burundi, DRC, Sudan but also Sahel) shows that the current EU framework is not sufficiently responsive, flexible and effective to tackle changing transition challenges. Work to better address transition situations is on-going. Methodological tools such as a Joint Framework for transition situations, allowing a common analysis, definition of priorities and complementary responses to avoid an artificial split into rigid phases (relief/recovery/reconstruction) are being developed and tested.

Reflections on the **international humanitarian system** in particular on cluster functioning and cluster funding are on going.

Signed in December 2007 by the Presidents of the Commission, the Council and the European Parliament, the European Consensus on Humanitarian Aid is the first EU policy statement on Humanitarian Aid. It outlines a common political vision, principles and elements of good practice for ensuring effective aid based on needs. The European Consensus may be seen as a

comprehensive overall policy framework to enable the EU to respond collectively to the complex changes in the humanitarian environment and increasing challenges to the humanitarian space

A five-year Action Plan for the implementation of the Consensus was adopted by the Commission in 2008. This is a comprehensive set of 49 actions intended as a basis for ensuring the practical implementation of the Consensus commitments by the Commission and EU Member States. The actions are grouped into six 'action areas': 1) Advocacy and promotion of humanitarian principles and international law 2) Enhancing coherence and co-ordination 3) Implementing Quality Aid Approaches 4) Reinforcing Capacities to Respond 5) Strengthening Partnership 6) The Aid Continuum.

A Communication on the Mid-Term Review of the European Consensus on Humanitarian Aid Action Plan was adopted by the Commission on 10 December 2010. The Communication outlined progress and challenges in the EU's implementation of the Consensus and the Action Plan so far and also proposed a number of measures for the Commission and Member States to undertake together in order to ensure strong continued progress in this area. The Communication was accompanied by a Staff Working Document, providing a detailed account of the state-of-play of the EU's implementation of the various actions in the Action Plan.

In follow-up to the Communication, the Council adopted on 17 May 2011 a set of Council Conclusions on the Mid-Term Review. In addition to encouraging the Commission and Member States to reinforce their efforts to implement the Action Plan, the Conclusions also set out a number of additional measures aimed at enhancing the effectiveness, coherence and contribution of EU humanitarian aid. These measures include inter alia exploring better burden-sharing, engaging in outreach with emerging donors, and undertaking an annual monitoring and reporting of progress on Consensus implementation.

The most immediate tasks relate to the follow up to the measures outlined in the Council Conclusions and the Mid-term Review. This includes the implementation of outstanding actions in the Action Plan. As short term follow up to the Council Conclusions, DG ECHO will focus as a first priority on engaging with Member States on the issues of burden-sharing, outreach to non-traditional donors and establishing a framework for reporting on the implementation of the Consensus and the Action Plan. At the same time dissemination and awareness raising of the Consensus should be further pursued. Overall, more consistent and proactive involvement of the EU Member States should be encouraged. In the mid-term perspective, it will be useful to reflect on the follow up to the Action Plan, as its initial period of implementation is foreseen as five years from second-half 2008 onwards.

The **Humanitarian Food Assistance Policy** was adopted in March 2010. Its aims at capturing best practice and providing guidance to ensure that the most efficient and effective response is provided to address food insecurity needs. Thereby, the use of (a mix of) those food assistance tools is promoted that are most appropriate for a given humanitarian crisis context. The challenge is now to ensure the roll-out of the Policy within DG ECHO and by partners. To this end, comprehensive and systematic efforts are required.

In 2010, DG ECHO prepared an Interim Position Paper on **Nutrition**. In view of the increasing international attention attached to the issue of nutrition and expectations by partners, EUMS (and the European Parliament), the Interim Position Paper and DG ECHO's views regarding undernutrition in humanitarian crises have to be further developed.

1.1.3 Future orientations

Following recent and on-going policy development, an increasing demand for further policy work in different thematic fields is being formulated by key actors involved in the design and implementation of DG ECHO humanitarian assistance. Work initiated in the last years will be pursued in the next phase covering the period 2012-2015. The planned activities are to be considered part of a medium term programme.

The support provided by the contractor will cover the development and testing of policy documents and guidance, the delivery of workshops on policy issues and the elaboration of tools and activities to ensure a wider dissemination of thematic policies amongst DG ECHO staff, partners and main stakeholders.

1.2. OBJECTIVES, RESULTS AND TARGET GROUPS

1.2.1 Overall and specific objectives of the contract

The overall objective is to improve the coherence, quality and effectiveness of EC humanitarian aid.

The specific objective is to provide DG ECHO staff with expertise to assist policy development in support to humanitarian aid actions.

1.2.2 Expected results

The expected results are the following:

- Policy development and thematic guidance improved
- Seminars, workshops tailored to participants' needs designed and deployed
- Policy dissemination and knowledge sharing methodologies improved and relevant tools developed

1.2.3 Target Groups

The main target group is DG ECHO staff (policy officers, desks and field experts) directly involved in policy development and in the design and implementation of projects financed by DG ECHO. Other Commission staff (EuropeAid - DEVCO, European External Action Service – EEAS), implementing partners and other relevant stakeholders (Member State, other donors, IO, NGOs) is a second group of beneficiaries.

1.3. DESCRIPTION OF TASKS

In order to meet the objectives and achieve the above mentioned results, the Contractor will be asked to assist the European Commission in

- (i) Developing policy document and guidance;

(ii) Designing and delivering seminars and workshops in both Brussels and selected countries; (iii) Designing, delivering and/or contributing to innovative dissemination and knowledge sharing activities.

At the beginning of the contract, the Contractor will be asked to conduct a needs' assessment exercise to evaluate needs and priorities and on this basis develop a strategy concerning all services to be delivered on a short (1 year) and medium-term (2-3 years) perspective, including policy support, workshops and other innovative dissemination activities.

A detailed methodology and work plan for the needs' assessment will be presented as part of the contract's inception report to be delivered no later than one month after the signature of the contract (see point 8 of these specifications) and will include an analysis identifying main tasks and skills required to perform them. The needs' assessment will be conducted in the first two months of the contract. The needs' assessment will aim to identify policy related tasks for which priority support is needed. The needs' assessment will be implemented using a menu of techniques (such as survey of selected DG ECHO staff, policy officers, desks and field experts, interviews with key staff – DG ECHO's Policy Directorate, DG ECHO experts from SST (Sector Support Team), focus group discussions, relevant stakeholders...).

At the end of the first quarter, based on the results of the needs' assessment analysis, an annual strategy and work plan will be developed defining objectives and results and integrating in an effective and efficient manner various types of services. A medium-term strategy covering the possible extension of the contract will also be requested of the Contractor. It will be less detailed than the annual strategy and will contain the major orientations for the two-three year period. The strategies will have to be approved by DG ECHO. Strategies and plans will be flexible and all services will be provided on demand.

The following years (in case of renewal of the contract), an annual strategy and work plan will be developed based on the experience and results of the previous years. The medium term strategy will be updated accordingly.

1.3.1 Types of services and activities requested - policy support

Activity requested:

- The Contractor will provide support to policy development.

During the first two months of the Contract, the Contractor will be asked to carry out a needs' assessment to identify priority areas of work and products for policy support and workshops.

The core area of work will range from running specific studies or research activities contributing to the preparation of further policy work (drawing upon specific expertise from dedicated centres of excellence, as well as analysis of best practice and new trends in humanitarian aid delivery), drafting inputs to concept notes or policy documents, support the testing of the new policy/guidance prior to management approval through workshops/seminars as well as knowledge sharing activities.

Strategic and innovative work should be foreseen to produce input into sector specific policies and guidance and to develop complementary and operational tools. Policy support can include background research, documenting case studies and developing learning material. Developing a pragmatic system to support reporting on results of DG ECHO assistance in the different thematic fields may also be requested.

This work will lead to the development and editing of various types of products and documents (policy documents, funding guidelines, concept papers,...). The Contractor is expected to provide expertise for the development of content and expertise in editing and graphic design (see point 1.7.2 of these specifications - expertise required for "content communication/Editor expert and printed publications and multimedia content production experts"). The policy work financed under this contract will be conducted in a coherent way vis-à-vis other policy work ongoing in DG ECHO in other areas.

The work will be planned on an annual basis with quarterly updates and will be regularly monitored. Each assignment included in the work plan will be described (objectives, expected products, methodology, timeframe and expert's days needed) and approved by the European Commission.

1.3.2 Types of services and activities requested – seminars/workshops

Activities requested:

- Design of a structures seminar/workshop programme around policy development and policy dissemination needs
- Delivery of seminars/workshops in Brussels and selected countries
- Design of web based policy debates and management of related websites and discussion fora
- Design and delivery of *ad hoc* information sessions on demand (conferences, learning events, etc.)

On the basis of the needs' assessment, the Contractor will be asked to develop a coherent strategy to develop a workshop/seminars offer, including the definition of priority objectives, results and activities.

The strategy and plan will include seminars and workshops corresponding to major policy development areas. The strategy and annual action plans will become operational only after being approved by DG ECHO. The Contractor will then design and deliver various types of workshops/seminars as agreed in the strategy and following an annual plan developed with DG ECHO. The annual plan will be constantly updated and revised following demands from different services.

The seminar/workshops offer will cover the areas listed in point 4 of these specifications and will be designed in a way that will enable to benefit the priority target groups and a broader audience. This may imply various forms of selective access and the development of activities/tools offering a "multiplier effect" (such as filming of workshops and use of video). Incentives promoting active engagement/work from the participants' side will be also developed.

The Contractor will adapt the workshops and seminars to the needs of the participants as well as to specific regions or sectors. This approach will in particular guide the organisation of workshops or seminars in countries of intervention. .

Special attention will be given to the development of the internal capacity of DG ECHO in the area of thematic/sectoral policies. The Contractor may be asked to provide new types of activities contributing to internal learning processes and knowledge management. This approach may include the development of high quality "ready made" policy material to be used by desks and field experts when organizing information sessions on DG ECHO operational strategies.

Workshops in Brussels and at country level will be open to participants working on different countries, allowing for exchange of experiences and good practices and fostering mutual benefits. The number of participants for each session will be defined taking into account the type of workshop and the context.

Workshop preparation and delivery

Work regarding workshop delivery will be planned on an annual basis with quarterly updates and will be regularly monitored. For every new workshop, the main objectives, expected results, timeframe and expert's days needed will be specified and approved by the European Commission. On that basis, the Contractor will develop and fully describe an appropriate workshop programme, which the European Commission services must approve before delivery. It will include a detailed description of the activities and the time allotted to each, the planned exercises (type, duration, objective, instructions, essential points, etc.), the materials to be used, preparatory documents, working methods, etc.

The kit produced for participants and all the preparatory work and workshop material will remain the property of the European Commission.

As it will be required that workshop material along with support documentation is posted on European Commission knowledge management platforms, the contractor is requested to respect copyright issues when producing workshop material in view of the possibility to make these publicly available.

The expertise required and the length of time allowed for the design of each workshop will be agreed upon by the European Commission.

The service to be provided must include all subsidiary services, in particular producing and distributing materials, slides and transparents (on whatever medium), working documents for participants, summaries, bibliographies and evaluation documents. These documents and materials should be provided in the workshop language(s).

The contractor is expected to evaluate the quality of each workshop/seminar to assess ex post policy dissemination effects (including relevance for the work of DG ECHO staff and partners and application in real life of policy knowledge acquired) with the aim of analyzing relevance and quality of the seminars/workshops at regular intervals and to feed such results into improvement of workshops programmes. Short evaluation reports will be produced for each seminar.

Working languages and materials

The main languages for both classical and distance workshops will be English and French. Spanish may also be needed for the preparation and delivery of workshops in specific countries of intervention.

Materials may bear the Contractor's name or logo only in association with the logo of DG ECHO, together with a statement that the Contractor is acting under a contract concluded with the European Commission. These materials must be produced by the Contractor beforehand in sufficient quantities to enable each workshop participant to have their own copy.

An electronic version of these materials, compatible with the European Commission's computer tools (PC + Microsoft Windows environment and software), must be systematically submitted to the European Commission for formal approval before the first distribution.

Information and documentation

The Contractor must provide a sheet describing each workshop/seminar (in English and French) in electronic form following the format supplied by the Commission so that the course can be encoded in the training registration application used by the Commission. These sheets must include at least the workshop objectives, target audience, content, programme and schedule, working methods and a list of suggested reading.

For the first year of the contract, the contractor is expected to develop an offer for a total of 10 workshops in Brussels and in countries of intervention (see section 4.2.5 on financial proposal). A **standard** workshop would run for 3 days with 20-30 participants: ECHO and other services of EU institutions staff and relevant stakeholders (Member States, other donors, IOs, NGOs). The costs for participants to the workshops (travel and accommodation) would not be covered by the contract in those "standard" workshops (see point 1.6.g of these specifications for more details).

1.3.3 Types of services and activities requested - Innovative policy dissemination activities

Activity requested:

- Develop innovative policy dissemination tools

This may include blended activities such as conventional and distant learning, research, networking, light coaching, etc.; learning activities with a sector focus; other interactive activities supporting the development of "sector/thematic professional groups" and "Communities of Practices"; exchange of experiences with other development agencies/donors to improve the quality of learning activities in the field of thematic policies; research work and case studies aiming at documenting story of changes, bad/good practices; cycles of conference; use of video and of interactive on line tools such as capacity4dev.eu.

- Develop and maintain knowledge management systems and other IT tools relevant to the execution of this contract

Developments of knowledge management and policy dissemination platforms may include enhancements of existing features on existing platforms such as <http://capacity4dev.ec.europa.eu/> and development of new platforms or new features in existing ones. In case capacity4dev would be the platform to be used, development would be done in coordination with the team in charge of its development on DEVCO side. This activity is not likely to be a priority for the first year of the contract.

The three categories of services required – policy support, workshops and innovative policy dissemination activities - are closely interlinked. The Contractor is expected to develop an integrated approach in the delivery of all the planned activities with a view to ensure consistency and efficiency and develop linkages and cross-fertilization of the different activities.

Wherever possible and appropriate, linkages will be developed with other policy work ongoing in DG ECHO, in DEVCO, in the European External Action Service, and other Commission services,

as well as collaboration with other donors and international organisations and with the wider academic world and research centers.

1.4. WORKING AREAS

The contractor will deliver policy support, workshops and all requested services in the following areas:

- DRR (Emergency Preparedness, Disaster Risk Reduction, Early Warning)
- International Humanitarian Law (IHL) and humanitarian principles,
- Civil and Military relations
- WASH
- Health
- Needs assessment
- Transition/LRRD
- International humanitarian system
- Crosscutting issues such as HIV/AIDS, gender, protection, children, DRR
- Displacement/refugees/IDPs
- Roll-out of the Humanitarian Food Assistance Policy
- Further development of the Interim Position Paper on Nutrition
- Follow up to the Mid-Term Review of implementation of the European Consensus and its Action Plan

Work will focus on the areas listed above. However, the Contractor may be asked by the European Commission to initiate work in any other sector of intervention of DG ECHO assistance.

1.5. DURATION OF THE CONTRACT

The contract covers an initial duration of 12 months. It can be renewed up to three times, each time for a period of 12 months.

1.6. PROJECT MANAGEMENT AND CONTRACTOR'S RESPONSABILITIES

The Contractor will work in close collaboration with the services of the European Commission. He will work in close contact with the unit in charge of supervising activities.

All the working documents proposed by the Contractor have to be approved in advance by the European Commission.

It is understood that:

- a) The Contractor will work in close connection with the DG ECHO services in Brussels.
- b) The Contractor will use its own office facilities (including offices and logistics, computer equipment, communication and consumables). All related costs will be supported by the Contractor.
- c) The Contractor will have to be able to communicate perfectly in English and French; all activities in countries of intervention are carried out in the local working language (English,

French or Spanish); in Brussels the languages are English and French. The Contractor will be responsible for translating workshop material.

- d) Workshops/seminars in Brussels will be organised on European Commission premises. Nevertheless the European Commission reserves itself the right to use external premises.
- e) Concerning workshops in countries of interventions, DG ECHO field offices will be responsible for identifying appropriate venues. The local costs for the seminars (renting the venue and the necessary material, lunch, coffee/tea for participants) will be included in the cost of the present contract (section B of the budget – Reimbursable). The Contractor will provide in a timely manner all relevant information to DG ECHO field Offices.
- f) The Contractor will produce all workshop material to participants. For workshops in countries of intervention, the Contractor will be responsible of organizing the transport and dispatching the material. Where possible, diplomatic pouch or transport contract services of the EC will be used.
- g) The costs for participants to the workshops (travel and accommodation) are not included in this contract with the exception of the participation of "key participants"¹ from relevant institution and stakeholders (up to a maximum of 15 participants per workshop). When travel and accommodation costs will be covered for "key participants", the contractor will also be responsible for the hotel and travel reservations.
- h) The contractor will be in charge of the invitation and registration for non EU institutions participants to the workshops.
- i) All material for the web should be properly formatted to allow for easy Online Integration and use (Flash Video, XML etc), therefore avoiding producing heavy presentations containing, for instance, videos or voice files.
- j) All edited material (including for the web) should comply with the ECHO visibility Guidelines.

1.7. ORGANISATION OF THE CORE TEAM AND EXPERTISE REQUIRED

The organisation and expertise of the support team are key factors for the successful selection of the contractor and for the implementation of the assignment. The team must be highly proactive and responsive to short notice requests. The core team and the pool of external experts are the main assets of the programme.

The tenderer is responsible of proposing the most adequate team for the tasks to be performed.

The coordinator might be interviewed by telephone as part of the evaluation process of the contractor.

1.7.1 Organisation of the team

The core team will consist of:

- A Coordinator: he/she will be in charge of the overall coordination of the activities. He/she will be the first point of contact with the European Commission for current planning and monitoring of the methodological and training work. He/she will have to ensure adequate time availability necessary to ensure effective and quality management of the overall activities.

¹ "Key participants" are not considered as "experts" and do not receive fees for their participation. They contribute to the debate and bring their relevant experience.

The Coordinator will be assisted by one full-time junior expert and secretarial staff (part time).

- A group of Thematic Experts: they will be in charge of the design and implementation of various activities, including policy support and analytical work in the main areas of activities of the contract (see point 4 of these specifications), design of face to face workshops and web based debates. They may be in charge as well of monitoring quality of work done. Thematic experts are expected to work in close connection with DG ECHO.

- A group of top quality Workshop Facilitators²: they will ensure best quality of workshops delivery. They will be able to adapt the workshops based on specific needs. They are expected to work in close connection with DG ECHO.

Additional expertise will complement the core team:

- Additional Sector/Thematic Experts in all the areas of work of the Contract.

- Content Communication/Editor expert and Printed Publications and Multimedia content production experts.

- Web applications Experts, IT developers to develop knowledge management and policy dissemination platforms that may include enhancements of existing features on existing platforms such as capacity4dev and development of new platforms or new features in existing ones.

The Contractor will have to ensure that all team is aware and informed/updated on issues related to the European Commission recent practices in the working areas.

The Contractor will have to ensure adequacy and continuity in the availability of all staff in order to guarantee best quality of services. In this regard, the Contractor will have to agree with the European Commission, within the work plan, the time availability, the workload and the outputs expected for each expert/trainer in order to ensure an effective service delivery based on needs and demands.

1.7.2 Expertise required

The staff required for the implementation of the Contract will be classified under three (3) categories, which will have to respond to the following basic requirements:

- Category A: senior experts/trainers with at least eight (8) years of relevant experience (post initial tertiary education/university) in the field required for the specific assignment;
- Category B: junior experts/trainers with at least three (3) years of relevant experience (post initial tertiary education/university) in the field required for the specific assignment.
- Category C: assistants for services in all working areas with at least two (2) years of experience in the field required for the specific assignment.

The following specific requirements are demanded for each different profile:

- Coordinator (Cat. A): University Degree in economics, law, international relations, humanitarian aid or equivalent and thematic expert in one of the fields covered by the contract (see point 4 of these specifications), experience in humanitarian assistance, fluent in English and French, capacity to communicate, network in a multicultural environment and able to draft concisely in both

^{2 1} It's understood that experts and workshop facilitation functions can be ensured by the same persons complying with the requirements

1. Technical specifications

languages – proven by articles and interview. Experience in research or academic work, in adult training, experience in the field and previous experience with the EU institutions would be relevant assets.

- Thematic Experts (Cat. A and B): University Degree in economics, law, international relations, humanitarian aid, development or equivalent in one of the fields covered by the contract (see point 4 of these specifications), experience in research or academic, work experience in humanitarian assistance, fluent in either English or French with a good working knowledge of the other, excellent writing and editing skills in at least one in either English or French – proved by articles and works published in the research/academic community. Experience in adult training, experience in the field, work in multicultural environments and previous experience with the EU institutions would be relevant assets.

- Workshops Facilitators (Cat. A and B): University Degree in economics, law, international relations, humanitarian aid, development or equivalent in one of the fields covered by the contract (see point 4 of these specifications), confirmed experience and skills in multicultural and adult training, excellent communication skills, experience in humanitarian aid, fluent in either English or French. Experience in the field and previous experience with the EU institutions would be relevant assets.

- Content Communication/Editor expert and Printed Publications and Multimedia content production experts. (Cat. A and B): they will have experience in drafting and editing content and articles on humanitarian aid, in working on the production of multimedia content and toolkits and in producing interactive working material, films and videos for online and offline use

- Web applications Experts, IT developers (Cat. A and B): they will have substantial experience in designing, building, developing and testing large scale innovative web based Knowledge Management platforms.

- Additional Sector/Thematic Experts (Cat. A and B) in all the areas of work of the Contract: they will have excellent writing and editing skills in either English or French – proved by articles and works published. Experience in research or academic work, experience in the field, in drafting policies or operational guidance and/or training for donor agencies, working in multicultural environments and previous experience with the EU institutions would be relevant assets.

- Staff (Cat. C) in charge of logistics and secretarial support: relevant professional training, good communication and writing skills, working knowledge of French and English. Previous experience with the EU institutions would be a relevant asset.

Experts and Workshop Facilitator functions can overlap: experts with training capacity and able to deliver interactive workshops are highly welcomed.

Support from specialists for ad hoc assignments within the framework of policy development work and seminars/workshops could be requested. CVs of specialists for ad hoc assignments should be submitted to the European Commission.

The Contractor must receive the European Commission's approval for all experts, workshop facilitators and staff for other functions working in performance of the contract. In order to enable the European Commission to ensure that this requirement is met, the Contractor must notify the European Commission immediately of any planned change of staff, providing at least three different CVs for each position opening and will be required to bear any costs incurred by such replacements.

The European Commission's approval of all staff will be based on examination of the curriculum vitae, possibly supplemented by an interview and a practical test when needed. The Contractor will be requested to bear any costs of any kind incurred for interviews and/or tests. In the event of a rejection, the Contractor must propose another expert/facilitator with the required qualification.

The European Commission reserves the right to require the replacement without notice of any workshop facilitator or experts who does not satisfy these requirements.

1.8. PLANNING, COORDINATION AND REPORTING

All the activities will be planned in close coordination with the competent services of the European Commission, including DG ECHO unit in charge of managing this service contract, i.e. ECHO A3 "Policy and Implementation Frameworks", in cooperation with the units in charge of Training and Knowledge Management, other policy/sector/thematic units, the relevant geographical units and DG ECHO field Offices.

The first year, the Contractor will have to present an **inception report** in 3 hard copies and an electronic version no later than one month after the signature of the contract. This report presents the general approach and work plan for the needs' assessments and for the development of the annual and multi-annual strategies.

At the end of the first quarter, based on the results of the needs' assessment, the Contractor will develop an **annual and multi-annual work-plan**, supported by the related budget.

The following years (in case of renewal of the contract), an annual strategy and work plan will be developed one month after the signature of the contract, based on the experience and results of the previous years. The medium term strategy will be updated accordingly.

A work-plan monitoring the progress of activities will be updated and sent to the European Commission on a quarterly basis.

According to the needs, meetings will be organised by the Contractor with the DG ECHO units involved in the programme to monitor progress. The Contractor will also be in charge of organising coordination meetings between the Contractor's core team and the DG ECHO units in charge of the programme on a regular basis. Steering Committee meetings will be held twice a year between the Contractor's core team and DG ECHO to discuss the strategic orientations of the programme.

Concerning reporting of activities, starting from the end of the third month after the start of activities, the Contractor will provide 3 hard copies and an electronic version of **quarterly progress reports** at the end of each three-month period.

Progress reports are expected within 21 calendar days after the end of each quarter; they will include:

- i) a state of the technical implementation of all activities since the starting of the contract and a presentation of more detailed information on the last quarter;
- ii) a state of financial implementation since the starting of the Contract and a presentation of more detailed information on the last quarter;
- iii) a critical analysis of activities conducted and the results produced.

The Contractor is expected to submit the yearly **Final Report** in 3 hard copies and an electronic version within 21 calendar days after the end of the implementation period. The Final Report will present a summary of all activities carried out during the year, an overview of the financial

implementation of such activities, a summary with the main achievements accomplished and the main lessons learnt.

All reports shall be submitted in English language.

1.9. CONFIDENTIALITY

Strictest confidentiality is required. Experts and workshop facilitators might come in contact with confidential information during the course of their work. Any breach of confidentiality could result in the European Commission terminating the contract and individuals and/or the Contractor being taken to court.

The Contractor will work for and report to the European Commission. The experts and workshop facilitators cannot perform public authority service tasks and therefore do not have an official function of representing the European Commission.

2. CONTRACTUAL CONDITIONS

2.1. NATURE OF THE CONTRACT

The contract "PROVISION OF EXPERTISE TO ASSIST POLICY DEVELOPMENT IN HUMANITARIAN AID" is a service contract.

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

The contract shall enter into force at the latest on 1st January 2012 and is expected to be signed in December 2011.

The duration of the tasks shall not exceed 12 months.

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

The period of execution of the tasks specified in the contract may be renewed 3 times for a period of 12 months, only with the express written agreement of the contracting parties and before the payment of the balance.

2.3. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.3, I.4 & II.4 of the draft service contract (Annex 6.2).

The payment scheme will consist of a pre-financing payment of 30% of the contract value. Based on actually carried out workshops, an interim payment may be requested by the contractor. The balance will be paid upon acceptance of the final report by the Commission.

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

2.4. GUARANTEES

The Contractor shall be required to provide a guarantee for pre-financing covering the total amount of the pre-financing if any, in compliance with article II.4.1 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.

A model guarantee is provided in annex 6.3 of these tendering specifications.

2.5. 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.

2.6. 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 3.2, in particular article II.17 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.17 of the standard service contract (Annex 6.2) may be applied to subcontractors.

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

!! The thematic expertise required for the activities 1.3.1 Policy Support and 1.3.2 Seminars/workshops (see technical specifications) cannot be subcontracted.

2.7. JOINT OFFERS/CONSORTIUM

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.

<p>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.</p>
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3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of:

- the prior information notice in OJ 2011/S 133-220429 of 14 July 2011

and,

- the contract notice in OJ 2011/S 156-258882 of 17 August 2011

Date and place of opening of the tenders

Tenders will be opened at **11:00** on **24 October 2011** 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 3.1. 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.

3.1. 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/A.3/SER/2011/01

Unit ECHO A.3 – Policy and Implementation Frameworks

AN 88

B-1049 Brussels - BELGIUM

Fax: (+32-2)-2979637 - e-mail: echo-policies@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_fr.htm

3.2. 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 on 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, on the conditions it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

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 on the conditions laid down in this agreement. The Commission refuses tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

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

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.

Variants are not allowed.

3.3. NO OBLIGATION TO AWARD THE CONTRACT

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

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision must be substantiated and the tenderers notified.

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

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](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 Regulation³ 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 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)

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.

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 2.7) or introducing a bid as a **sole contractor**, in both cases with the possibility of having one or several subcontractors (see 2.6).

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 2.6 and 2.7).

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 with in particular the proposed methodology for the initial needs' assessment of services required;
- (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);
- (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

4. Form and content of the tender

be singled out by function (E.g. project coordinator, thematic experts, secretary 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 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 **1.000.000 €** for the initial contract. The renewed contracts will not exceed the amount of the initial contract.

In order to help tenderers to present their financial offer, find below a template to be used. The quantities in work days are fixed for the financial offer.

	Categories of Expenses	Units	Quantities	Unit costs	Total
A	Fees and Fixed Costs				
	Coordinator	Work days	150		
	Support staff	Work days	220		
	Secretarial staff	Work days	100		
	Senior thematic experts/ workshop facilitators	Work days	450		
	Junior thematic experts/ workshop facilitators	Work days	40		
	Communication/Editor experts	Work days	40		
	IT experts	Work days	30		
A	TOTAL				
B	Reimbursable				
B.1	Travel				
	Within Europe	Return trip			
	Intercontinental	Return trip			
	Daily Subsistence Allowance in Brussels ⁴	Day			
	Daily Subsistence Allowance in other countries ⁵	Day			
	Visas	Per			

⁴ Estimate for budgeting purposes. The experts will be reimbursed according to the Daily Subsistence Allowance (DSA) rate applicable at the time. However, at the end of the contract expenses on DSA cannot exceed the total amount of the DSA as indicated in the budget

⁵ Idem

4. Form and content of the tender

		workshop facilitator			
B.2	Seminar costs				
	Venue including hiring equipment ⁶ /refreshments	Per seminar	10		
	Workshop materials (kits for participants)	Per seminar	10		
B.3	Other reimbursable				
	Translation	Lump sum			
	Graphic design/layout publications	Lump sum			
	TOTAL A+B				

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

- **prices must be expressed in euros;**
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the 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;

- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices shall be fixed and not subject to revision
- The reference price for the award of the contract shall consist of **the amount in payment of the tasks executed**, as stated in Article I.3.1 of the contract.

In any case, this amount constitutes the maximum amount payable for the services performed.

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

- the total labour costs;
- the **daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;

⁶ Projection screen, microphone etc.

4. Form and content of the tender

- other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided.

The financial proposal must be formulated for the first period of execution of the tasks.

- ! 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 those resources at its disposal.

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

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

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 2 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 current ratio (i.e current assets divided by the current liabilities) for the last 2 years must be bigger than 1.
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 A proven track record of academic, research and policy related activities in the field of humanitarian aid (at least 5 research/studies in the last 3 years).
2.2 Demonstrated expertise in relevant thematic areas (see section 4 of the technical specifications).
2.3 Demonstrated experience in organising and facilitating workshops (at least 5 workshops organised in the last 3 years).
2.4 Field experience in Humanitarian Aid related issues in the last 3 years.
2.5 Communication skills (in drafting reports or policy documents as well as in relation to any dissemination activity including web based activities).
2.6 Linguistic skills: English and French as working languages for the team (each expert does not necessarily need to work in the 2 languages). Spanish should also be covered for activities to be carried out in Spanish speaking countries.
2.7 Capacity to mobilise additional expertise.
2.8 Adequate professional capacity (at least 20% of all staff currently working for the candidate in fields related to the contract are permanent)

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

Please note that in the case of consortia, the whole consortium is considered as the candidate regarding the selection criteria.

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 criteria 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6.
- b) a list of the principal services, research and policy related activities provided in the past three years, with the sums, dates and recipients, public or private. This evidence refers to selection criteria 2.1, 2.3 and 2.5.
- c) a description of the tenderer's research facilities. This evidence refers to selection criterion 2.1
- d) an indication of the other bodies involved, whether or not belonging directly to the tenderer, especially those providing possible additional expertise. This evidence refers to selection criterion 2.7
- e) a description of staff resources in the last three years. This evidence refers to selection criterion 2.7

Please provide the following personnel statistics for the current year and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ⁷	Overall	Total for fields related to this contract	Overall	Total for fields related to this contract
Permanent staff						
Other staff						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

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

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

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

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

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

No	Qualitative award criteria	Weighting (maximum points)
1.	Quality of the overall methodology	15
2.	Methodology for the initial needs' assessment	30
3.	Organisation of the work	15
4.	Quality of the team (composition / expertise required and methodology proposed)	40
Total number of points		100

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

⁷ Corresponding to the working areas listed in point 1.4 of the technical specifications

A quality threshold is also set up. Tenders scoring less than 70 % in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

Award criterion
Price : Total Fees + Costs for Workshops/Seminars (A + B.2)

! Tenders presenting a total price superior to the maximum amount of 1.000.000 € will be excluded from the rest of the assessment procedure.

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

Final Evaluation
Price/Quality Points
<i>The award of the contract will be made in accordance with the lowest ratio</i>

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.

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.

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 XXX)
[This form is mandatory]

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 operator⁸)*

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.

⁸ 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).

In addition, the undersigned declares on their honour:

- 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 above⁹.

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

⁹ 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 SERVICE CONTRACT



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

ECHO A - Strategy, Policy and International Co-operation
A/3 - Policy and Implementation Frameworks

SERVICE CONTRACT*

CONTRACT NUMBER – [complete]¹⁰

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 **Mrs Henrique TRAUTMANN, Head of Unit ECHO A.3, 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"¹³), [*represented for the purposes of the signature of this contract by [forename, surname and function,]*]

of the other part,

HAVE AGREED

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.

¹³ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "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".

the **Special Conditions** and the **General Conditions** below and the following Annexes¹⁴:

Annex I – Tender Specifications (Invitation to Tender No ECHO/A.3/2011/SER/01 of [complete]) and Monitoring

Annex II – Contractor's Tender (No [complete] of [complete])

[Other Annexes]¹⁵

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 Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

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.

¹⁴ Voluminous annexes may be replaced by a reference to the documents concerned, provided the content of such documents is not subject to challenge (by virtue of their public nature).

¹⁵ Specific additional rules resulting from the specific requirements of the contract concerned or imposed by the applicable legislation.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is the provision of expertise to assist policy development in Humanitarian Aid.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

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.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 12 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from 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.** The Contract may be renewed up to 3 times, each time for a period of execution of tasks of 12 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The maximum total amount to be paid by the Commission under the Contract shall be **EUR** [amount in figures and in words] covering a maximum of **EUR** (amount in figures and in words) for fees and a maximum of **EUR** (amount in figures and in words) covering travel, subsistence, seminar costs and other reimbursable provided by the tender specifications. These expenses shall be reimbursed in accordance with Article II.7.

The daily subsistence allowance referred to in Article II.7.4(d) shall be the one published at
http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_fr.htm

- I.3.2** The total amount referred to in the above paragraph shall be fixed and not subject to revision.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

I.4.1. Pre-financing:

Following signature of the Contract by the last contracting party, within 30 days of the latest of the following dates:

- the receipt by the Commission of a relevant invoice
- 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 [complete amount in figures and in words] equal to 30% of the total amount referred to in Article I.3.1 shall be made.

I.4.2 Interim payment

The request for an interim payment by the Contractor shall be admissible if accompanied by

- the receipt by the Commission of a relevant invoice
- statements of reimbursable expenses in accordance with Article II.7
- an audit certificate by an independent accredited auditor that will certify that the supporting documents (invoices, tickets, boarding passes) is consistent with the costs invoices to the Commission and that none of those expenditure has been already funded. The Commission reserves the right at the time of each payment to request copies of these supporting documents if this is deemed necessary.

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices shall be made.

I.4.3 Payment of the balance:

The request for payment of the balance by the Contractor shall be admissible if accompanied by

- the final technical report in accordance with the instructions laid down in Annex I
- statements of reimbursable expenses in accordance with Article II.7
- an audit certificate by an independent accredited auditor that will certify that the supporting documents (invoices, tickets, boarding passes) is consistent with the costs invoices to the Commission and that none of those expenditure has been already funded. The Commission reserves the right at the time of each payment to request copies of these supporting documents if this is deemed necessary.

provided the report has been approved by the Commission.

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices shall be made.

[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” or an equivalent statement in the Dutch or German language.]

I.4.4. Performance guarantee:

Not applicable

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro¹⁶, identified¹⁷ as follows:

Name of bank: [complete]
 Address of branch in full: [complete]
 Exact designation of account holder: [complete]
 Full account number including codes: [complete]
 [IBAN¹⁸ code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing 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. Communications shall be sent to the following addresses¹⁹:

Commission:

European Commission
 Directorate-General Humanitarian Aid and Civil Protection – ECHO
 Unit A.3 - Policy and Implementation Frameworks
 Rue d'Arlon 88
 B-1049 Brussels

Contractor:

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

¹⁶ Or local currency where the receiving country does not allow transactions in EUR.

¹⁷ By a document issued or certified by the bank.

¹⁸ BIC or SWIFT code for countries with no IBAN code.

¹⁹ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

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.7.1a. Without prejudice to Article I.7.2., in the event that any dispute arises between the parties resulting from the interpretation or application of the Contract and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation.

If any party to the dispute gives written notice to the other party of its desire to commence mediation, and the other party agrees in writing, the parties shall jointly appoint a mutually acceptable mediator within two weeks of the date of the said written agreement. If the parties are unable to agree upon the appointment of a mediator within that time period, any party may apply to court, organization or person agreed to by the parties when signing the Contract, for the appointment of a mediator.

The mediator's written proposal or his written conclusion stating that no proposal can be made, shall be produced within two months of the date of the written agreement by the second party to commence mediation. The mediator's proposal or conclusion shall not be binding for the parties, who reserve the right to bring the dispute before the courts, as per Art. I.7.2.

Within two weeks of the date of notification of the proposal by the mediator, the parties can conclude a written agreement, duly signed by all parties, based on the proposal.

The parties further agree to share equally the costs of mediation by the mediator, which costs will not include any other costs incurred by a party in connection with the mediation.

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 – 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 2 months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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.

[ARTICLE I.9a – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

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]²⁰, 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.10 – OTHER SPECIAL CONDITIONS

I.10.1. COPYRIGHT – The contractor shall respect copyright issues when producing dissemination material in view of the possibility to make these publicly available.

²⁰ Where the Contract is awarded pursuant to a negotiated procedure without prior publication of a contract notice, the text in brackets should read as follows: *[from the day after the contract award notice has been published in the Official Journal of the European Union]*.

II – GENERAL CONDITIONS

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 have 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 execute 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 in accordance with this Article.
- 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 on 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 in accordance with the provisions laid down therein, 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.16.

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 caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- 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. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

Where required by Article I.4.1, 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 work 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 Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month or, at the latest, three months after the issuance of a recovery order. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the 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 report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new 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 report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the 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 report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new 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 report shall likewise be subject to the above provisions.

II.4.4. 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.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. 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 payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

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.5.3. 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.6 – RECOVERY

II.6.1. If total payments made exceed the amount actually due under the Contract 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.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. 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.6.3. 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.7 - REIMBURSEMENTS

II.7.1. Where provided by the Special Conditions or by Annex I, 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.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3. 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.7.4. 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.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. 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.9.2. 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.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- II.10.1.** 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 or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.
- II.10.2.** 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 publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4.** 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. 11 – TAXATION

- II.11.1.** 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.11.2.** 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.11.3.** 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.11.4.** 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.12 – FORCE MAJEURE

- II.12.1.** 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.12.2.** Without prejudice to the provisions of 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.12.3.** 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.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

- II.13.1.** 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.13.2.** 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.13.3.** 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.17.

ARTICLE II.14 – ASSIGNMENT

- II.14.1.** 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.14.2.** In the absence of the authorisation referred to in 1 above, 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.15 – TERMINATION BY THE COMMISSION

- II.15.1.** 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 months²¹ 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.15.2. In case of force majeure, notified in accordance with Article II.12, 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.15.3. 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.15.4. 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

²¹ This period can be modified in the Special Conditions depending on the nature of the contract.

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 complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.15a – 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.16 – 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 of 0.2%²² of the amount specified in Article I.3.1 per calendar day of delay. 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.17 – CHECKS AND AUDITS

- II.17.1.** 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.17.2.** 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.17.3.** 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

²² The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under 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 may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

ARTICLE II.20 – DATA PROTECTION

II.20.1 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.20.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.20.3 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.20.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

II.20.5 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 using 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.

SIGNATURES

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

For the Commission,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

ANNEX I

TENDER SPECIFICATIONS

ANNEX II

THE CONTRACTOR'S TENDER

6.3. MODEL GUARANTEE

**[MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND
GUARANTEE²³**

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.

²³ 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.*²⁴]

[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*²⁵*).*]

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]

²⁴ In any case, this period should never be reduced.

²⁵ 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 / 4th 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

6. Annexes

		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 adjustments on financial assets	Financial income and value adjustments on financial assets	9. Income from participating interests 10. Income from other investments and loans forming part of the fixed assets

6. Annexes

		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"/>

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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)	1		■		
Letter of intent of subcontractor (see annex 6.5)	1				■
Legal Entity Form (see section 4.2.1)					
Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form (see section 4.2.1)					
Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_fr.htm .	1	■		■	
Exclusion Criteria form (see section 5.1.1 and annex 6.1)	2	■	■	■	■
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4)	3	■	■	■	
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	3	■	■	■	■

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

Description	Section	Coordinator or single tenderer
Technical Proposal (see section 4.2.4 and 4)	4	■
Financial Proposal (see section 4.2.5)	5	■