



CALL FOR TENDERS

N°ENER/C3/2013-427

Concerning support in the preparatory work for ecodesign and energy labelling measures from:

Lot 1: Consumers: stakeholder representation

Lot 2: Environmental NGOs: stakeholder representation

TENDER SPECIFICATIONS

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1. INFORMATION ON TENDERING

1.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement¹ concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

1.3. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole.

These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

The tenderers should indicate in their offer whether the partnership takes the form of:

a) a new or existing legal entity which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

1.4. Subcontracting

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

¹ See http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

1.5. Content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Evidence for exclusion criteria (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. Identification of the tenderer: legal capacity and status

- **The tenderer's identification form in Annex 1 shall be filled in and signed by:**
 - The tenderer (including any member of a consortium or grouping)
 - subcontractor(s) whose share of the work represent more than 20% of the contract
- **In order to prove their legal capacity and their status, all tenderers (including any member of a consortium of grouping) must provide a signed Legal Entity Form with its supporting evidence. The form is available on:**
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- **If it has not been included with the Legal Entity Form, tenderers must provide the following information**
 - For legal persons, 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 natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.
- **The tenderer (only the leader in case of joint tender) must provide a Financial Identification Form and supporting documents.** The form is available on:
http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

2. EVALUATION AND AWARD

2.1. Evaluation steps

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- (2) Selection of tenderers on the basis of selection criteria
- (3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

2.2. Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

2.3. Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium) must comply with the following criteria:

- The tenderer (or, for a consortium, total turnover of its members) must have an average annual turnover for the last three years for which the accounts are closed of at least 400,000.00 EUR.

The following evidence should be provided:

- Copy of the profit & loss account for the last three years for which accounts have been closed,

- Failing that, appropriate statements from banks,

If, for some exceptional reason which the Contracting Authority 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 Contracting Authority considers appropriate. In any case, the Contracting Authority 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.

2.3.2. Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers) must comply with the following criteria:

1. The tenderer shall have successfully completed, as contractor, over the past 4 years, at least 2 projects in the fields of ecodesign and energy labelling measures. At least one of the completed studies should have a minimum value of 200.000 €(VAT included)
2. The tenderer must prove experience of working in English with at least 2 projects delivered in the last four years showing the necessary language coverage.
3. The tenderer should prove its capacity to have easy access to information necessary for the implementation of the contract from consumers organisations (Lot1) or environmental NGOs (Lot2).

b. Criteria relating to the team delivering the service:

The team delivering the service should include, as a minimum, the following profiles:

The tenderer shall propose a team of *minimum* 3 experts with very good communication and drafting skills in English. The team must be composed of members having at least the following qualifications:

- 1 senior staff member with at least 8 years of proven professional experience, including experience in the fields of ecodesign and energy labelling measures, socio-economic and environmental analysis and standardisation issues.
- 2 qualified experts with at least 3 years of proven experience in:
 - a) Providing expertise in the area of ecodesign and energy labelling implementing measures, including socio-economic and environmental analysis;
 - b) Collecting, analysing and structuring relevant information;
 - c) Analysing, synthesising and drawing conclusions from a complex body of evidence.

c. Evidence:

The following evidence should be provided to fulfil the above criteria:

- A list of principal assignments and services provided in the past 3 years that are relevant for this tender, together with a statement of the price of the service, the period of work and whether the service was rendered to public or private clients (name of client to be indicated).
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service. CVs shall include educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills of each team member. The CVs shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66;
- A list of Contractual links with consumers organisations (Lot1) or environmental NGOs (Lot2)

Changes or additions to the team initially proposed must be notified to the Commission in writing. The Commission will have the right to object to any changes of members of the team from those initially proposed.

2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

N°	Award Criteria	Weighting (pts)
1	<p><u>Methodology of work</u></p> <p>Fulfilment of the needs, the objective and the scope of the tender specifications;</p> <ul style="list-style-type: none"> • Clarity, completeness and full coverage of the tasks (25 pts) • Quality of proposed methodology and tools for gathering, validating, analysing and presenting information (25 pts) 	50
2	<p><u>Organisation of the work</u></p> <p>This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.</p>	30
3	<p><u>Quality control measures</u></p> <p>This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.</p>	20
Total number of points		100

Tenders must score above 60% for each criterion, and above 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money.

$$\text{Score for tender A} = \frac{\text{Price of lowest tender}}{\text{Price of tender A}} \times 0.3 + \frac{\text{Total quality score for award criteria for tender A}}{100} \times 0.7$$

2.5. Technical offer

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

2.6. Financial offer

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

The indicative price including all charges for this service contract is:

For Lot 1: 280.000 EUR

For Lot 2: 280.000 EUR

3. TECHNICAL SPECIFICATIONS

3.1. Introduction

By adopting Directive 2009/125/EC², the European Parliament and the Council have granted a mandate to the Commission, assisted by a Committee and after consultation of the stakeholders Forum, to regulate the environmental characteristics of energy-related products (except vehicles) through adopting implementing measures laying down ecodesign requirements for particular products.

² Directive of the European Parliament and of the Council establishing a framework for the setting of ecodesign requirements for energy-related products

Article 18 of the Directive stipulates that "the Commission shall ensure that in the conduct of its activities it observes, in respect of each implementing measure, a balanced participation of Member States' representatives and all interested parties concerned with the product/product group in question, such as industry, including SMEs and craft industry, trade unions, traders, retailers, importers, environmental protection groups and consumer organisations".

In order to ensure the effective "balanced participation" required by the Directive, the Commission shall be properly informed of issues at stake among consumers and citizens.

The contract will help to ensure that consumer and environmental NGOs can deliver their support to the above processes through the necessary coordination and expertise resources to assess the technical and product-related content of the draft implementing measures. The contract will also ensure a better information of citizens and consumers concerning the ecodesign and energy labelling process through an improved communication from European NGOs to them.

3.2. Purpose of the contract

Stakeholder representation

Contractors for work on stakeholder representation shall ensure that the views of European consumer organisations and environmental NGOs are well represented in the preparatory process leading to implementing measures under the ecodesign directive, including the assessment of voluntary agreements, both in the study phase and in the Ecodesign Consultation Forum. Contractors shall also ensure that these views are well represented in the preparatory process of possible associated policy tools which result directly from the preparatory work under the Ecodesign Directive, notably the implementing measures under the Energy Labelling Directive 2010/30/EU for the period 2013-2016.

The contractors shall ensure the consumer organisations and environmental NGOs provide input into the review process of the Energy Labelling Directive and other possible associated activities under Directive 2009/125/EC.

Finally, the contractor shall also ensure that consumers and environmental NGOs, being closest to consumers and citizens, provide adequate and tailor-made information to these target groups on specific EU product policy measures and on their impacts and benefits.

The amount of resources allocated to the various activities shall be proportionate to their relative importance in the Ecodesign process.

Information sourcing and publicity

For both lots 1 and 2, the contractor shall make sure that all consumer and environmental organisations willing to contribute are involved in the ecodesign preparatory process (study phase and Consultation Forum) and other relevant associated activities listed under Point I.2 of these Specifications, that they will obtain expert advice about the topics on the agenda and will get the opportunity for providing timely, coordinated and appropriate contributions.

This tender is subdivided into 2 lots:

- Lot 1: Consumers : stakeholder representation

- Lot 2: Environmental NGOs : stakeholder representation

Tenderers may submit their bid(s) for one or both lots; tenderers will send separate bids for every individual lot, identifying the lot number to be included in the tender number.

TASKS FOR LOT 1 (Consumers: stakeholder representation):

TASK A1 – TECHNICAL FOLLOW-UP OF ECODESIGN/LABELLING PREPARATORY WORK

The contractors shall channel the contribution of consumer NGOs to the preparatory work for implementing measures under the ecodesign energy-related products Directive 2009/125/EC (namely in the preparatory studies' consultation and in the Consultation Forum that will examine the draft implementing measures emerging from the studies) and the labelling Directive 2010/30/EU for the period 2013-2016, including the assessment of voluntary agreements. The contractors shall make arrangements for following up with the appropriate level of product-specific expertise the preparatory work in the study phase and in the Consultation Forum. They shall obtain and analyse all documents relating to the preparatory work and shall be present in all relevant stakeholder meetings organised by consultants carrying out the product studies and also in the Consultation Forum.

The contractors shall produce at timely intervals reports on the relevant stakeholder meeting outcomes and technical briefings summarizing key issues at stake for the use of the organisations in their sector who wish to be informed.

They shall also produce at least two documents summarizing their sector's opinion, respectively on the interim and on the final reports of these studies.

TASK A2 – TECHNICAL FOLLOW-UP OF THE REVIEW PROCESS OF THE ENERGY LABELLING DIRECTIVE AND OTHER POSSIBLE ASSOCIATED ACTIVITIES UNDER DIRECTIVE 2009/125/EC

The contractors shall coordinate the input of their sectorial organisations to the various works related to the review of the Energy Labelling Directive and other possible associated activities under Directive 2009/125/EC.

They shall provide the coordinated positions of the consumer organisations in the relevant meetings related to these issues. They shall also participate in the debates in the Consultation Forum phase.

The contractors shall produce at timely intervals reports on the relevant stakeholder meeting outcomes and technical briefings summarizing key issues at stake for the use of the organisations in their sector who wish to be informed.

They shall also produce documents summarizing their sector's opinion at appropriate timing frame.

TASK B – COMMUNICATION TO CONSUMERS

The contractors shall ensure that the impacts and benefits of specific ecodesign and energy labelling implementing measures are communicated to consumers, using inter alia reports from Task A1 and Task A2. On request of local, regional or national consumer organisations, they shall provide further clarifications on the technical aspects of the preparatory work.

This input shall also be prepared and provided with respect to the review process of the Energy Labelling Directive 2010/30/EU and other possible associated policy tools under Ecodesign Directive 2009/125/EC.

The contractors shall produce at timely intervals reports concerning their communication process to local, regional and national consumer organisations.

TASKS FOR LOT 2 (Environmental NGOs : stakeholder representation):

TASK A1 – TECHNICAL FOLLOW-UP OF ECODSIGN/LABELLING PREPARATORY WORK

The contractors shall channel the contribution of environmental NGOs to the preparatory work for implementing measures under the ecodesign energy-related products Directive 2009/125/EC (namely in the preparatory studies' consultation and in the Consultation Forum that will examine the draft implementing measures emerging from the studies) and the labelling Directive 2010/30/EU for the period 2013-2016, including the assessment of voluntary agreements. The contractors shall make arrangements for following up with the appropriate level of product-specific expertise the preparatory work in the study phase and in the Consultation Forum. They shall obtain and analyse all documents relating to the preparatory work and shall be present in all relevant stakeholder meetings organised by consultants carrying out the product studies and also in the Consultation Forum.

The contractors shall produce at timely intervals reports on the relevant stakeholder meeting outcomes and technical briefings summarizing key issues at stake for the use of the organisations in their sector who wish to be informed.

They shall also produce at least two documents summarizing their sector's opinion, respectively on the interim and on the final reports of these studies.

TASK A2 – TECHNICAL FOLLOW-UP OF THE REVIEW PROCESS OF THE ENERGY LABELLING DIRECTIVE AND OTHER POSSIBLE ASSOCIATED ACTIVITIES UNDER DIRECTIVE 2009/125/EC

The contractors shall coordinate the input of their sectorial organisations to the various works related to the review of the Energy Labelling Directive and other possible associated activities under Directive 2009/125/EC.

They shall provide the coordinated positions of the environmental organisations in the relevant meetings related to these issues. They shall also participate in the debates in the Consultation Forum phase.

The contractors shall produce at timely intervals reports on the relevant stakeholder meeting outcomes and technical briefings summarizing key issues at stake for the use of the organisations in their sector who wish to be informed.

They shall also produce documents summarizing their sector's opinion at appropriate timing frame.

TASK B – COMMUNICATION TO CITIZENS

The contractors shall ensure that the impacts and benefits of specific ecodesign and energy labelling implementing measures are communicated to citizens, using inter alia reports from

Task A1 and Task A2. On request of local, regional or national environmental organisations, they shall provide further clarifications on the technical aspects of the preparatory work.

This input shall also be prepared and provided with respect to the review process of the Energy Labelling Directive 2010/30/EU and other possible associated policy tools under Ecodesign Directive 2009/125/EC.

The contractors shall produce at timely intervals reports concerning their communication process to local, regional and national environmental organisations.

3.3. Reports and documents to produce - Timetable to observe

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of *force majeure*). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

*A **kick-off meeting** will take place in Brussels, at the latest **10 working days** following the signature of the contract, in order to settle all the details of the tasks, report, etc... to be undertaken.*

*A **first interim meeting** will take Brussels, at the latest **10 months** following the signature of the contract in order to discuss the Commission's observations on the tasks undertaken and on the outline of the first progress report. A drafts of this document will have to be provided by the contractor **10 days** before the meeting.*

*At **second interim meeting** will also take place in Brussels, at the latest **22 months** following the signature of the contract in order to discuss the Commission's observations on the tasks undertaken and on the outline of the second progress report. A draft of this document will have to be provided by the contractor **10 days** before the meeting.*

*A **final meeting** will finally take place in Brussels, at the latest **2 weeks after delivery of the draft final report** (34 months following the signature of the contract) in order to discuss the Commission's observations on the draft final report.*

Progress reports

At latest 12 months following the signature of the contract a **1st progress report** including the template for the country-per-country assessment reports and the framework of the final report. Drafts of these documents will have to be provided by the contractor 10 days before the first interim meeting

A **2nd progress report** showing progress of the work shall be submitted to the Commission, in principle, 24 months after the date of signature of the contract. This report will detail the work done by the Contractor at this time.

Final report

The contractor will submit the final report to the Commission at the latest **34 months** after the signature of the contract.

The final report will consist in analysing the overall results of the mission (See section I.2.3(3)).

It will include an executive summary and all the documents drafted in the context of the contract.

Report format and publication

3 copies of the reports shall be supplied in paper form and one copy in electronic form in MS Office format.

The Commission may publish the results of the study. For this purpose, the tenderer must ensure that the study is not subject to any restrictions deriving from intellectual property rights of third parties. Should he intend to use data in the study, which cannot be published, this must be explicitly mentioned in the offer.

Reports have to be drafted in English in a properly literate manner and must be fully comprehensive in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations the first time they are used, etc.) using clear language.

3.4. Duration of the tasks

The duration of the tasks shall not exceed **36 months**. This period is calculated in calendar days

3.5. Place of performance

The tasks will be performed on the Contractor's premises. However, meetings between the contractor and the Commission may be held on Commission premises in Brussels.

4. ANNEXES

1. Tenderer 's Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Draft Contract

ANNEX 1

IDENTIFICATION OF THE TENDERER

(Each service provider , including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

Call for tender TENDER ENER/C3/2013-427

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ³	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	
Legal Representatives	

³ For natural persons

Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation⁴ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁴ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

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

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

- a) is bankrupt or being wound up, is having its 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) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with 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 performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making or control⁵ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

⁵ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- declares that [the above-mentioned legal person][he][she]:
 - g) has 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 affinity, family, emotional life or any other shared interest;
 - h) 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) 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 award of the contract;
 - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties⁶ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

⁶ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor ⁷

The undersigned:

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

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

⁷ To be filled in and signed by each of the partners in a joint tender, except the lead partner;