



**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/A3/SER/2013/05**

**Ref.: Open procedure, OJ 2013/S 58- 094502 of 22 March 2013  
Corrigendum OJ 2013/S 70-115483 of 10 April 2013**

**Title: The 2013 Preparatory Action for the EU Aid Volunteers**

1. The European Commission is planning to award the public contract referred to above. Please find enclosed the related tender specification listing all the documents that must be produced in order to submit a tender, and the draft contract.
2. If you are interested in this contract, you should submit a tender in one original and three hard copies in one of the official languages of the European Union. A copy of the tender stored on a USB stick or a CD-Rom should also be included. It should not differ from the paper version submitted, which remains in any case the only authentic version.
3. Tenderers shall submit tenders by letter:
  - a) either by post or by courier not later than **22/05/2013**, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the address indicated below.
  - b) or delivered by hand not later than 16.00 on **22/05/2013** to the address indicated below. In this case, 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.

The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Commission holidays.

<p><u>By post:</u></p> <p><b>"CALL FOR TENDERS N°ECHO/A3/SER/2013/05"</b></p> <p>European Commission Directorate General for Humanitarian Aid and Civil Protection - ECHO Unit ECHO A/3 B – 1049 Brussels</p>	<p><u>By courier or by hand:</u></p> <p><b>"CALL FOR TENDERS N°ECHO/A3/SER/2013/05"</b></p> <p>European Commission Directorate General for Humanitarian Aid and Civil Protection - ECHO Unit ECHO A/3 Avenue du Bourget 1 B-1140 Brussels (Evere)</p>
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Tenders must be placed inside **two sealed envelopes**.

The **outer** envelope, addressed as indicated above.

The **inner** envelope should be marked as follows: "**CALL FOR TENDERS – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT**". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The inner envelope **must also contain two sealed envelopes**, one containing the technical tender and the other the financial tender. Each of these envelopes must clearly indicate the content ("Technical" and "Financial").

4. Tenders must be:
  - signed by a duly authorised representative of the tenderer;
  - perfectly legible so that there can be no doubt as to words and figures;
5. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 6 months from the final date for submission.
6. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specification and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.
7. All costs incurred during the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.
8. Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:
  - Before the final date for submission of tenders:
    - \* At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.  
  
Any requests for additional information must be made in writing only to [EU-AID-VOLUNTEERS@ec.europa.eu](mailto:EU-AID-VOLUNTEERS@ec.europa.eu).  
  
Requests for additional information received less than five working days before the final date for submission of tenders will not be processed.
    - \* The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
    - \* Any additional information including that referred to above will be posted on ECHO website : [http://ec.europa.eu/echo/funding/opportunities/tender\\_en.htm](http://ec.europa.eu/echo/funding/opportunities/tender_en.htm). The website will be updated regularly and it is the tenderers' responsibility to check for updates and modifications during the tendering period

- After the opening of tenders
  - \* If clarification is required 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.
9. 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.
  10. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
  11. Once the Commission has opened the tender, the document shall become the property of the Commission and it shall be treated confidentially.
  12. You will be informed of the outcome of this procurement procedure.
  13. 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 Community 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 Directorate-General Humanitarian Aid and Civil Protection. Details concerning the processing of your personal data are available on the privacy statement at: [http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf).
  14. Your personal data may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:
    - the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement on [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm) ),  
or
    - the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on [http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm#BDCE](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE) )

Ian CLARK  
Head of Unit

Annex: Tendering documents including technical specifications and draft contract

**CALL FOR TENDER**  
**No ECHO/A3/SER/2013/05**

**The 2013 Preparatory Action for the EU Aid Volunteers**

**Open procedure**

**TENDER SPECIFICATIONS**

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## **1. TECHNICAL SPECIFICATIONS**

### **1.1. BACKGROUND**

#### *Definitions*

- (a) **Humanitarian Aid** in the sense of the European Consensus on Humanitarian Aid<sup>1</sup> covers activities and operations intended to provide needs-based emergency assistance aimed at preserving life, preventing and alleviating human suffering and maintaining human dignity in the face of man-made crises or natural disasters. It encompasses assistance, relief and protection operations in humanitarian crises or their immediate aftermath, supporting measures to ensure access to people in need and to facilitate the free flow of assistance, as well as actions aimed at reinforcing disaster preparedness and disaster risk reduction, and contributing towards strengthening resilience and capacity to cope with, and recover from, crises.
- (b) **The sector** refers to all actors engaged in Humanitarian Aid as referred to above.
- (c) **Humanitarian professionals** refer to paid workers and employees in the field of Humanitarian Aid as referred to under (a).
- (d) **Volunteer** means a person who chooses, out of free will and motivation and without a primary concern for financial gain, to engage in activities that benefit the community, him or herself, and society at large. For the period of their voluntary engagement, volunteers do not earn a salary, but their living expenses and costs directly related to their voluntary engagement can be covered. The term volunteer does not preclude any statement of the skill set of these persons, it includes thus equally fairly unskilled and inexperienced people as well as those with a proven track record in a given field.
- (e) **Employee volunteering** refers to volunteering organised and / or supported by private or public sector employers, be it through financial incentives; through provisions for special leave; by special rewards or other means of direct support.
- (f) **Capacity building** activities in the sense of the European Consensus on Humanitarian Aid cover any activity that strengthens the skills, competencies and abilities of people and communities to prevent and mitigate the impact of disasters and to enhance humanitarian response, notably fostering sustainable strengthening of local disaster response, and encourage implementing partners in fostering partnership with local organisations in affected communities.
- (g) **Third country** means a country outside the European Union where Humanitarian Aid as referred to under (a) take place.
- (h) **Local level** means the geographical area in which Humanitarian Aid is delivered.



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<sup>1</sup> Joint Statement by the Council and the Representatives of the Governments of the Member States meeting within the Council, the European Parliament and the European Commission (2008/C 25/01) (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2008:025:0001:0012:EN:PDF>).

The Lisbon Treaty foresees the setting up of a European Voluntary Humanitarian Aid Corps with the objective "to establish a framework for joint contributions from young Europeans to the Humanitarian Aid operations for the Union" (Art. 214.5 TFEU).

Several activities to inform the setting up of the 'EU Aid Volunteers' have been undertaken since the entry into force of the Lisbon Treaty in 2009 to prepare for implementation of this programme:

- A review published in 2010 provides a broad overview of the current situation of volunteering with particular focus on the use of volunteers in Humanitarian Aid and development cooperation and identifies recommendations for action by the Commission<sup>2</sup>.
- The Communication of the Commission "How to express EU citizens' solidarity through volunteering: First reflections on a European Voluntary Humanitarian Aid Corps" (COM (2010)683 presents the guiding principles, gaps and necessary conditions for a volunteer programme to make a positive contribution to EU Humanitarian Aid<sup>3</sup>.
- A public stakeholders' consultation undertaken from February to May 2011 gathered ideas and opinions on a range of issues, including the expected impact of the EU Aid Volunteers, the profiles and types of activities for volunteers, the preparatory and support measures for volunteers, and the implementing options of the initiative<sup>4</sup>.
- Three calls for proposal (2011, 2012 and 2013) were launched to test different possible features of the EU Aid Volunteer initiative. The chosen projects delivered invaluable lessons learnt: projects chosen in 2011 focused on disaster risk reduction, crisis prevention and post crises recovery. The second call in 2012 aimed at enlarging the scope of testing options, including Civil Protection, online volunteering, and deployment of host country volunteers as eligible activities. The third and last call in 2013, published in parallel to the present call for tender, aims at testing further modules by providing opportunities for Europeans to engage as expert volunteers in Humanitarian Aid and/or Civil Protection activities and by promoting local capacities building activities in third countries in order to support resilience and/or response to crisis.
- The Council<sup>5</sup> and the European Parliament<sup>6</sup> have expressed strong support for the initiative, reaffirming the key role of the EU in promoting volunteering and identifying some of the key components of the Corps.
- The Commission has been leading a continuous dialogue with the main stakeholders in volunteering and Humanitarian Aid throughout the process, and has consulted over 100 organisations in preparing for the initiative at a number of seminars, meetings and conferences since 2009.

On 19 September 2012, the Commission has published its proposal for a Regulation (COM(2012) 514 final)<sup>7</sup> setting up the EU Aid Volunteers' initiative. Its objective is to express the EU's humanitarian values and solidarity with people in need through support to volunteering in the humanitarian sector, thereby contributing to strengthening the EU's capacity to respond to

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<sup>2</sup> [http://ec.europa.eu/echo/files/evaluation/2010/EVHAC\\_Final\\_Report.pdf](http://ec.europa.eu/echo/files/evaluation/2010/EVHAC_Final_Report.pdf).

<sup>3</sup> [http://ec.europa.eu/echo/files/aid/evhac/COM\\_2010\\_683\\_final\\_en.pdf](http://ec.europa.eu/echo/files/aid/evhac/COM_2010_683_final_en.pdf).

<sup>4</sup> [http://ec.europa.eu/echo/files/policies/evhac/Public\\_Consultation\\_Report\\_WEB.pdf](http://ec.europa.eu/echo/files/policies/evhac/Public_Consultation_Report_WEB.pdf)

<sup>5</sup> Council Conclusions on the European Voluntary Humanitarian Aid Corps from 25 May 2011.

<sup>6</sup> Written Declaration 25/2011 of the European Parliament from 9 May 2011.

<sup>7</sup> [http://ec.europa.eu/echo/files/aid/evaidvolunteers/com2012-514\\_proposal\\_regulation\\_en.pdf](http://ec.europa.eu/echo/files/aid/evaidvolunteers/com2012-514_proposal_regulation_en.pdf).

humanitarian crises and to building the capacity and resilience of vulnerable or disaster-affected communities in third countries.

The proposed Regulation lays down the procedures and the rules for the operation of the EU Aid Volunteers and follows an enabling approach: it is limited to the essential elements necessary for the implementation of the Regulation, including specifying its general and operational objectives, the principles and the actions of which it consists, the provisions for financial assistance and the general provisions for its implementation.

The proposal follows the Humanitarian Aid principles (Art. 4) and the definition of Humanitarian Aid from the European Consensus on Humanitarian Aid<sup>8</sup>. In addition to crisis response it also covers disaster prevention, preparedness and recovery operations as well as Humanitarian Aid activities which aim to increase the capacities of disaster-affected communities and to build their resilience to crises.

The proposal specifies the following types of actions (Articles mentioned in brackets refer to the respective articles in the proposed Regulation):

- Standards regarding candidate and EU Aid Volunteers (Art. 9)

The Commission will develop standards which will set the policy framework and minimum requirements to ensure effective, efficient and coherent recruitment and preparation of candidate volunteers and deployment and management of EU Aid Volunteers which are the main actions of this initiative. The standards will ensure duty of care and cover notably responsibilities of the sending and hosting organisations, minimum requirements on the coverage of subsistence, accommodation and other relevant expenses, insurance coverage and other relevant elements.

- Certification (Art. 10)

Sending organisations that would like to select, prepare and deploy EU Aid Volunteers will have to be certified for compliance with these standards. They should meet a set of eligibility requirements taking into account their nature and capacity (e.g. Member States' public bodies, NGOs). Civil Protection and development cooperation actors acting in the field of Humanitarian Aid shall also be considered eligible. A differentiated certification mechanism will be established for eligible hosting organisations.

Although private companies are not eligible as sending or hosting organisations, they can be associated to the projects, e.g. through forms of corporate volunteering as called for in Communication "A renewed EU strategy 2011-14 for Corporate Social Responsibility"<sup>9</sup>.

- Identification and selection of candidate volunteers (Art. 11)

The EU Aid Volunteers are open for participation to EU citizens as well as nationals legally residing in the EU on a long term basis. Subject to agreements as referred to in Article 23(1), citizens from candidate and potential candidate countries and from partner countries from the European Neighbourhood Policy may apply to become EU Aid Volunteers.

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<sup>8</sup> OJ C 25, 2008, p.1.

<sup>9</sup> COM(2011) 681 final.



On the basis of an annual work programme, the Commission will publish calls for proposals for the identification and selection of candidate volunteers by certified sending organisations. Sending organisations that have been awarded the contracts in response to these calls will identify and select candidate volunteers for training after prior assessment of the needs in third countries by sending or hosting organisations or other relevant actors. EU Aid Volunteers are expected to come from a wide variety of backgrounds and different walks of life: an expected 70% of placements would be filled by volunteers with some relevant experience serving for an average period of 12 months. Given the lengths of service it can be expected that mostly young volunteers will be attracted by this stream of action. 30% placements should be short term placements, e.g. for experts, professionals and retirees that want to serve an average of 1 months.

### - Training and pre-deployment preparation (Art. 12)

The selected candidate volunteers will undergo tailor-made training, taking into account their prior experience. The training programme will be organised by the Commission and will be implemented by organisations with specific training expertise. In addition, as part of their training and depending on their training needs, candidate volunteers will be able to gain practical experience through apprenticeship placements or other forms of short term pre-deployment preparation given by certified sending organisations.

### - Register of EU Aid Volunteers (Art. 13)

Candidate volunteers should be assessed for their preparedness to be deployed in third countries. If successful, they should be included in a Register of EU Aid Volunteers eligible for deployment which will be managed by the Commission. The Register will also include volunteers who have already been deployed, if they are willing to be considered for future deployment.

### - Deployment of EU Aid Volunteers in third countries (Art. 14)

On the basis of its annual work programme, the Commission will publish calls for proposals for the deployment of EU Aid Volunteers by certified sending organisations. Sending organisations that have been awarded the contracts in response to these calls can select volunteers from the Register and deploy them to hosting organisations. The Commission may also deploy volunteers from the Register to the Commission's Humanitarian Aid field offices or in response operations in third countries through the Emergency Response Centre<sup>10</sup> that facilitates the European Union response to disasters. The specific terms of deployment will be set-out in a contract between the sending organisation and the volunteer.

### - Capacity building of hosting organisations (Art. 15)

Through this action, the Commission can support capacity building actions of the hosting organisations so as to ensure effective management of the EU Aid Volunteers and sustainable impact of their work, including the promotion of local volunteering.

### - EU Aid Volunteers' Network (Art. 16)

This action envisages the establishment of an EU Aid Volunteers' Network which will be managed by the Commission. It will consist of and facilitate interaction between the EU Aid

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<sup>10</sup> Established by Decision X/XX on a Union Civil Protection Mechanism (not yet adopted).

Volunteers and will also carry out specific activities, notably through knowledge sharing and dissemination of information. It shall also support activities such as seminars, workshops and alumni activities.

- Communication, awareness raising and visibility (Art. 17)

This action will support public information, communication and awareness raising actions to promote the EU Aid Volunteers and to encourage volunteering in Humanitarian Aid. The Commission will develop an information and communication action plan, which will be implemented by all beneficiaries, in particular sending and hosting organisations.

Under the proposal, the Commission would adopt a delegated act on the standards for the management of EU Aid Volunteers and implementing acts on the certification mechanism and the modalities of the training programme. These shall be tabled after adoption by the Parliament and the Council of the EU Aid Volunteers Regulation.

The Commission has adopted a decision on the annual work programme for a preparatory action on the 'EU Aid Volunteers' published on 11 January 2013 in preparing for the implementation of this initiative<sup>11</sup>. This call for tender forms part of those preparations.

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<sup>11</sup> This decision can be accessed on [http://ec.europa.eu/echo/funding/decisions\\_2013\\_en.htm](http://ec.europa.eu/echo/funding/decisions_2013_en.htm).

### 1.2. DESCRIPTION OF TASKS

This tender procedure is divided into 3 lots.

#### 1.2.1. Lot 1: Training of humanitarian volunteers and capacity building in the humanitarian sector.

**Objective:** The main objective of lot 1 is to develop a proposal for a modular training programme for the EU Aid Volunteers initiative; to deliver primary research data on skill sets in the humanitarian sector including a gap analysis and research on the absorption capacity of the sector for humanitarian volunteers; and to develop proposals for local capacity building activities under the EU Aid Volunteers initiative.

It is expected that the contractor closely collaborates with the contractor of lot 2 and, where relevant, of lot 3 to avoid overlap and ensure coverage of all relevant fields.

#### Areas of work

- **Training of humanitarian volunteers:** Stocktaking, analysis and comparison of existing training programmes and activities developed and used by humanitarian organisations, training providers or other relevant actors to prepare humanitarian professionals and volunteers for deployment in humanitarian operations. The analysis shall cover:
  - A full training cycle including pre-departure, on-site / on-deployment and post-deployment training provisions;
  - Content and objectives of training modules;
  - The duration of different elements of the programmes;
  - Types and forms of training activities proposed including approaches to blended learning;
  - Approaches to the identification of training needs and the tailoring of the training to these needs and the different profiles of volunteers;
  - Knowledge, skills and competences covered;
  - Range of costs per training elements and trained person;
  - Tools to monitor and evaluate success;
  - Instruments to accredit learning progress and outcome as result of the training period;
  - Instruments to assess preparedness of the trainees to be deployed to humanitarian operations;
  - Solutions for linguistic diversity for multi-lingual groups;
  - The use of the training period as a tool to foster Esprit de Corps and group coherence.
- **Study and gap analysis on skill sets in the humanitarian sector:** Analysis of knowledge, skills and competences needed in humanitarian operations in third countries and current gaps identified by humanitarian organisations. The study shall cover:

- A representative data collection exercise on currently employed humanitarian workers and volunteers in these organisations (full-time equivalents) and their skill sets;
- A needs assessment of humanitarian organisations implementing humanitarian operations as to the type and scope of knowledge skills and competences needed in implementing Humanitarian Aid including a gap analysis as to currently unmet needs;
- The absorption capacity of volunteers in these organisations and of the sector overall, clearly distinguishing between the added value of volunteers in relation and addition to paid professionals.
- **Local capacity building:** Stocktaking, analysis and comparison of capacity building activities for local organisations and communities in countries receiving humanitarian operations.
  - Training, job shadowing, knowledge transfer, exchange of good practice and other relevant forms of capacity building;
  - Initiatives that include European organisations and /or that are organized as partnerships between organisations in third countries;
  - Activities that ensure sound volunteer management and / or volunteer development by local organisations and local communities;
  - Range of costs of these activities.

### Expected outputs

The contractor shall:

1. Closely consult with all relevant humanitarian actors in the fields mentioned above, notably the organisations having participated in the pilot project phase, ECHO's FPA or FAFA partners<sup>12</sup>, EU Member States and their specialized agencies, and ECHO field offices. At least 100 organisations directly implementing humanitarian operations shall be consulted over the course of the assignment by interviews, surveys, field visits, focus groups, and other types of data collection. In this context, the contractor shall organize in collaboration and coordination with the contractor of lot 2 a minimum of 2 expert seminars, involving each at least 30 experts from a variety of professional and geographical backgrounds. The list of experts shall be validated by the Commission. This task includes the organisation of practical and logistical elements of the expert seminar and coverage of expenses for a maximum of 30 key contributors per seminar.<sup>13</sup> Conclusions of these meetings shall be drafted as seminar reports and feed into the expected results below.
2. Undertake thorough desk research on the areas of work as mentioned above, analysing existing evidence (databases, reports, statistics, studies, programmes...) provided by other actors

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<sup>12</sup> These are the Organisations that have an ongoing Framework Partnership Agreement (FPA) or a Financial and Administrative Framework Agreement (FAFA) with DG ECHO.

<sup>13</sup> Contractors are in charge of booking the venue; providing subsistence during the meeting (coffee breaks, lunch, refreshments as appropriate); and book the necessary technical equipment for holding these meetings. Contractors are also providing the facilitators / moderators for these seminars. When travel and accommodation costs will be covered for "key contributors", the contractor will also be responsible for the hotel and travel reservations.

## 1. Technical Specifications

involved in Humanitarian Aid and produce two comprehensive comparative reports, one on training, one on capacity building, including an exhaustive synopsis of the state of the art in these fields. Each report shall cover the relevant fields mentioned under areas of work and include a 5-page summary. All documentation analysed shall be made available to DG ECHO upon request.

3. A proposal for a modular EU training curriculum for EU Aid Volunteers. This proposal shall include
  - Recommendations on all relevant features mentioned under 'Areas of work';
  - A mechanism to tailor the training modules to the different types of profiles of EU Aid Volunteers taking into account prior knowledge and professional experience;
  - A mechanism to take into account the matching process of specific skill sets needed by hosting organisations and the training proposed;
  - Recommendations for implementing options of this training including recommendations for periodicity, locations and language regime of these.
4. Design and implement a primary research study involving a representative sample of organisations directly implementing Humanitarian Aid at local level in third countries to obtain primary qualitative and quantitative data on
  - The needs concerning knowledge, skills and competences of the sector;
  - A gap analysis confronting the current situation (number of humanitarian workers including volunteers and their skill sets) against the needs;
  - The absorption capacity of the sector for humanitarian volunteers;
  - The needs of organisations at local level in third countries as to capacity building activities and how these can be met by the EU Aid Volunteers initiative.

The study shall cover all parts of the world and all areas of Humanitarian Aid as identified in the Consensus on Humanitarian Aid (see definitions under 1.1). This study shall involve field visits to a relevant sample of organisations. Contractors shall produce a comprehensive report on the findings of this study, with an executive summary in English, French and German
5. A set of proposals for activities to build local capacities in hosting organisations and communities under the EU Aid Volunteers initiative. These proposals shall take into account the findings of 1-4 above; include estimates of costs of these activities; and a feasibility study on the potential uptake by the hosting organisations. It shall also make recommendations on suitable activities directly implemented by EU Aid Volunteers to contribute to local capacity building.
6. The contractor may be requested to present the reports at a meeting with DG ECHO and invited experts at the end of the assignment.

Outputs concerning reporting are mentioned below under 1.4.

### 1.2.2. Lot 2: Volunteer management standards and certification

**Objective:** The main objective of lot 2 is to develop standards for the management of EU Aid Volunteers and a certification mechanism for sending and hosting organisations to be used in the context of the EU Aid Volunteers initiative.

It is expected that the contractor closely collaborates with the contractor of lot 1 and, where relevant, of lot 3 to avoid overlap and ensure coverage of all relevant fields.

#### Areas of work

- **Standards for volunteer management:** stocktaking, analysis and comparison of existing standards in humanitarian operations applying to volunteer management and to working with humanitarian professionals, where these could be relevant for the EU Aid Volunteers initiative, covering
  - Selection and recruitment of volunteers; duration of the procedure from vacancy to deployment; methods of selection used and their reliability and validity; systems in place to ensure data protection, equity, non-discrimination of candidates; tools to match the needs of hosting organisation with selection procedure;
  - Pre-departure preparation of volunteers including security briefings etc;
  - Duty of care, safety and security of volunteers, including risk assessment protocols; insurances provided to volunteers; health care; procedures in place for evacuation and medical evacuation taking into account that volunteers come from different nationalities (see below 'the legal status');
  - Working conditions of volunteers including working hours; tasks and job descriptions; line management and performance monitoring and appraisal; coaching and mentoring and quality standards for coaches / mentors; health and safety at the work place; rest and recuperation, conflict management and systems for grievance;
  - Living conditions including housing, subsistence and per diems / reimbursement of expenses; and other costs related to the hosting of a volunteer including lump-sum systems in place for these costs;
  - Systems for the recognition and accreditation of knowledge, skills and competences of volunteers acquired during their assignment and for reward of their achievements;
  - Minimum standards governing partnerships between sending and hosting organisations, including contractual arrangements ensuring enforcement between different parties involved;
  - Systems to monitor and evaluate the impact of the volunteers;
  - Post deployment debriefing;
  - Capitalisation of learning and experience including communication and visibility activities of the volunteers and the involved organisations;
  - Alumni activities and networking of active and graduated volunteers.

- **The legal status** governing international deployments of volunteers who are over 18 and citizens of the EU, third country nationals who are long-term residents in a Member State of the EU and citizens from acceding countries, candidate countries, potential candidate countries and partner countries of the European Neighbourhood Policy and countries from the European Free Trade Association (EFTA) or the European Economic Area (EEA). This shall include the social security coverage and the fiscal rules governing these volunteers during their participation of an international volunteering assignment.
- Processes and standards applying to **online volunteering** assignments and, where relevant, other forms of volunteering not involving direct deployment:
  - Selection and recruitment of volunteers;
  - Types of tasks fulfilled by the volunteers;
  - Processes of matching volunteers with tasks proposed;
  - Data protection concerning volunteers and organisations proposing placements;
  - Processes of ensuring quality of assignments and commitment of volunteers;
  - Systems of recognition and reward of the volunteer's achievements;
  - Use of IT programmes and tools to facilitate online volunteering.
- The use of **rosters** to match volunteers with placements including rules governing the access to these rosters; the ratio between supply and demand on rosters and the percentage of clearance in a given time period; and the data protection of those included in a roster.
- **Certification / accreditation systems** for sending and hosting organisations complying with these standards:
  - Existing systems of certification in Humanitarian Aid covering humanitarian professionals and volunteers in humanitarian operations and the content these certifications are built on;
  - Methods of certification; information required and verified; ways to ascertain compliance; periodicity of accreditation; provisions for non-compliance;
  - Range of costs of certification and data on administrative and technical efforts for organisations involved.

### Expected outputs

The contractor shall:

1. Closely consult with all relevant humanitarian actors in the fields mentioned above, notably the organisations having participated in the pilot project phase, ECHO's FPA or FAFA partners<sup>14</sup>, EU Member States and their specialized agencies, and ECHO field offices. At least 100

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<sup>14</sup> These are the Organisations that have an ongoing Framework Partnership Agreement (FPA) or a Financial and Administrative Framework Agreement (FAFA) with DG ECHO.

organisations directly implementing humanitarian operations shall be consulted over the course of the assignment by interviews, surveys, field visits, focus groups and other types of data collection. In this context, the contractor shall organize in collaboration and coordination with the contractors of lot 1 a minimum of 2 expert seminars, involving each at least 30 experts from a variety of professional and geographical backgrounds, and invited after validation by the Commission. This task includes the organisation of practical and logistical elements of the expert seminar and coverage of expenses for a maximum of 30 key contributors per seminar.<sup>15</sup> Conclusions of these meetings shall be drafted as seminar reports and feed into the expected results below.

2. Undertake thorough desk research of the areas of work as mentioned above, analysing existing evidence (databases, reports, statistics, studies, programmes...) provided by other actors involved in Humanitarian Aid and produce a comprehensive comparative report including an exhaustive synopsis of the state of the art in these fields. Each report shall include a 5-page summary. All documentation analysed shall be made available to DG ECHO upon request.
3. A proposal for standards on volunteer management and a differentiated certification mechanism applying to a) sending and b) hosting organisations to be developed in the framework of the EU Aid Volunteers initiative. This shall include:
  - Proposals for all relevant features mentioned under 'areas of work';
  - A standard model contract for volunteers taking into account the legal status in force applying to international deployment of volunteers with a given nationality.
  - Proposals for lump sums covering per diem payments depending on the place and the context of deployment and, where relevant, reimbursement of other expenses or costs incurred during the deployment of volunteers. These proposals shall take into account the definition of a volunteer, i.e. they shall not constitute a paid salary for the volunteer.
4. A feasibility study of a certification mechanism for a) sending and b) hosting organisations ensuring compliance with the standards, taking into account administrative requirements and potential uptake of organisations working in the field of Humanitarian Aid and volunteering. It shall equally include a cost calculation of the mechanism and recommendations on how to link and create synergies with existing certification or accreditation mechanisms. It shall be based on representative data gathered from sending and hosting organisations.
5. A comprehensive overview of the legal status governing international deployments of volunteers who are over 18 and citizens of the EU, third country nationals who are long-term residents in a Member State of the EU and citizens from acceding countries, candidate countries, potential candidate countries and partner countries of the European Neighbourhood Policy and countries from the European Free Trade Association (EFTA) or the European Economic Area (EEA). This shall include the social security coverage and the fiscal rules governing these volunteers during their participation of an international volunteering assignment, including preparation and training, and concrete recommendations on how EU Aid Volunteers shall be treated under these different country regimes.

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<sup>15</sup> Contractors are in charge of booking the venue; providing subsistence during the meeting (coffee breaks, lunch, refreshments as appropriate); and book the necessary technical equipment for holding these meetings. Contractors are also providing the facilitators / moderators for these seminars. When travel and accommodation costs will be covered for "key contributors", the contractor will also be responsible for the hotel and travel reservations.



6. The contractor may be requested to present the reports at a meeting with DG ECHO and invited experts at the end of the assignment.

Outputs concerning reporting are mentioned below under 1.4.

### 1.2.3. Lot 3: Employee volunteering

**Objective:** The main objective of lot 3 is to provide a comprehensive overview of existing employee volunteering schemes in the EU and concrete recommendations on how employee volunteering schemes can be implemented in the context of the EU Aid Volunteers initiative.

It is expected that the contractor closely collaborates, where relevant, with the contractors of lot 1 and 2, to avoid overlap and ensure coverage of all relevant fields.

#### Areas of work

- Stocktaking, analysis and comparison of existing employee volunteering schemes run by private for profit companies, NGOs, public sector employers or other relevant actors. This exercise should cover both large scale employers but also small and medium sized enterprises and employers and provide a comprehensive overview of the situation in the EU Member States and, where relevant, take into account experiences of other parts of the world.
- Good practice examples of partnerships between employers and specialised humanitarian organisations for deployment of employees to humanitarian operations including information on contractual arrangements between partners.
- Good practice examples of cross sectorial agreements between business federations, public sector and non-governmental actors active in Humanitarian Aid relevant for the EU Aid Volunteers initiative.
- Overview of fiscal rules and legal provisions governing and encouraging employee volunteering, including incentives to promote employee volunteering, notably in humanitarian operations.

#### Expected outputs

The contractor shall:

1. Devise a qualitative and quantitative research study including interviews, surveys, field visits, focus groups and other types of data collection tools, consulting relevant actors in the fields mentioned above. It shall comprise a representative sample of organisations, employers and other stakeholders directly implementing humanitarian operations or interested in doing so, and a needs assessment on the potential for such schemes to be implemented in the future.
2. In close collaboration with the Commission, organize a 2-day European stakeholder workshop in autumn 2013 with a minimum of 75 expert representatives from humanitarian organisations, business networks, public employer representatives, EU representatives and other relevant experts. The aim of the event is to identify and present good practice in this field and debate possible implications for the EU Aid Volunteers initiative. The discussions and conclusions of this workshop shall feed into the report mentioned under 3) below. This task includes the

organisation of practical and logistical elements and the coverage of the expenses for a maximum of 10 key contributors to be validated by the European Commission.<sup>16</sup>

3. Produce a comprehensive comparative report including an exhaustive synopsis of the findings and of the state of the art in the fields mentioned under the areas of work above. This report shall focus on employee volunteering schemes in general, and on employee volunteering in humanitarian operations in particular. It shall include
  - Results of desk research done on these areas analysing existing evidence (databases, reports, statistics...) provided by actors involved in these fields. All documentation analysed shall be made available to DG ECHO upon request;
  - Results of the study as mentioned under 1);
  - Country-by-country factsheets focusing on good practices identified in the EU Member States and, where relevant, other countries;
  - A comprehensive synopsis of legal and fiscal instruments and incentives used in EU Member States and, where relevant, in other countries, governing and encouraging employee volunteering;
  - Concrete and executable recommendations for the role of employee volunteering in the framework of the EU Aid Volunteers initiative and the compatibility of this approach with the provisions as set out in the proposed Regulation. This should include practical implementing options as to the role of different actors in this area such as humanitarian NGOs, employers and the European Commission;
  - a 5-page summary.
4. The contractor may be requested to present the reports at a meeting with DG ECHO and invited experts at the end of the assignment.

Outputs concerning reporting are mentioned below under 1.4.

**Variants are not allowed.**

### 1.3. EXPERTISE REQUIRED

#### Core Team

The tenderer must provide a core team of experts made up of 1 team leader and at least 5 other experts for lot 1 and 2, and 1 team leader and at least 3 other experts in the case of lot 3. The team leader must be of category I and the other members of the core team must belong to categories I or II, as defined below.

The core team for the three lots must have:

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<sup>16</sup> Contractors are in charge of booking the venue; providing subsistence during the meeting (coffee breaks, lunch, refreshments as appropriate); and book the necessary technical equipment for holding these meetings. Contractors are also providing the facilitators / moderators for these seminars. When travel and accommodation costs will be covered for "key contributors", the contractor will also be responsible for the hotel and travel reservations.

## 1. Technical Specifications

- In-depth knowledge and academic track record of all the areas as described under 1.2. above for the respective lot.
- Experience in designing and conducting large scale primary research studies as proved by articles and studies published in the research/academic community.
- Track record of high quality policy development and formulation in these areas. Experience of policy formulation for the EU context is an asset.
- A large network of actors of humanitarian aid and proven ability to interact in multicultural and multi-actor environments.
- Excellent writing, editing and communication skills.
- Experience in expert seminar organisation and outstanding moderation skills.

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. In any case, the core team must cover the above mentioned skills.

The Contractor must receive the European Commission's approval for all experts, expert seminar 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 expert seminar facilitator or experts who does not satisfy these requirements.

Any change to the composition of the core team must be approved by the contracting authority.

Each member of the core team must have working knowledge of English or French.

### **Support Team**

The core team should be assisted by a team of support staff with the qualifications required in order to inter alia:

- provide the experts with all the necessary logistical support both before and during the assignment to allow the experts to concentrate on their primary responsibilities,
- support the management team in dealing with the administrative work such as handling
- support the core team in the follow up of the assignment with the users,
- ensure an efficient invoicing and payment to the experts and service providers.

### **Categories of experts**

Experts involved in the implementation of the contract will be classified in the following manner:

Category I: highly qualified member of personnel (university degree or higher), having assumed important responsibilities in his/her profession recruited for his/her management/supervisory, thought and creativity skills as regards professional practice. He/she must have at least 15 years

professional experience of which at least 7 must be connected with the sector(s) concerned and the type of tasks to be performed.

Category II: highly qualified member of personnel (university degree or higher) having assumed responsibilities in his/her profession recruited for his/her management/supervisory, thought and creativity skills as regards professional practice. He/she must have at least 10 years professional experience of which at least 4 must be connected with the sector(s) concerned and the type of tasks to be performed.

Category III: certified member of personnel having received a high-level training in his/her profession recruited for his/her thought and creativity skills as regards professional practice. He/she must have at least 5 years professional experience of which at least 2 must be connected with the sector(s) concerned and the type of tasks to be performed.

Category IV: junior member of personnel, newcomer to the profession but with training related to the sector(s) concerned and the type of tasks to be performed.

### 1.4. REPORTS AND DELIVERABLES

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

All reports and deliverables shall be submitted to the Commission in an electronic format using Microsoft Word for Windows ® format to [EU-AID-VOLUNTEERS@ec.europa.eu](mailto:EU-AID-VOLUNTEERS@ec.europa.eu). Final reports and deliverables need to be submitted in addition in three hard copies to

European Commission  
Directorate-General for Humanitarian Aid and Civil Protection - ECHO  
Unit ECHO A/3  
L-84/86  
B – 1049 Brussels

Each report and deliverable shall also be accompanied by Microsoft PowerPoint ® document presenting the results in a strong visual way. They shall be written in English unless otherwise stated in the task description under 1.2. They shall be well structured and drafted in a style suitable for its wider dissemination, if required, to the general public by the Commission.

The Commission's deadline for commenting and approval on each report and deliverable is 10 working days unless stated differently below. In the absence of observations from the Commission within the deadline, the report or deliverable shall be considered approved.

Within 10 working days after receiving the Commission's observation, the contractor shall submit the report or deliverable in its definite form, taking full account of these observations, either by following them precisely, or by clearly explaining the reasons for refusal. Should the Commission still not consider the report or deliverable acceptable, the contractor will be invited to amend the report or deliverable until the full approval of the Commission.

**Types of reports that are to be delivered in addition to the outputs mentioned under 1.2.**

**Inception note**

After the inception meeting an inception note is due following the below timeline. It shall contain the agreed steps for the assignment, methodology and activities as agreed with the European Commission. It shall also notably contain the steps undertaken to ensure co-ordination between the different contractors of the three lots.

### **Interim report**

Each contractor shall submit as per timeline below an interim technical report including at least the following:

- Full information on the state of the technical implementation and the methodology applied of all the activities carried out to achieve the results stated in point 1.2;
- The state of financial implementation since the starting of the Contract;
- A critical analysis of the problems encountered, the solutions found and the impact on the results obtained;

Approval of the interim report will be conditional for the interim payment.

### **Final technical report**

Each contractor shall submit as per timeline below the final technical report including at least the following:

- Full information on all the activities carried out to achieve the results stated in point 1.2;
- A financial report.

## 1. Technical Specifications

Time-line	M= Meetings	D = Reports and Deliverables	A= Approval of reports
Contract signature	Lot 1	Lot 2	Lot 3
1 month	<ul style="list-style-type: none"> <li>• (M) Inception meeting maximum 10 days from signature of contract including meeting with contractors of other lots</li> <li>• (D) Inception note within 10 working days of inception meeting;</li> </ul>	<ul style="list-style-type: none"> <li>• (M) Inception meeting maximum 10 days from signature of contract including meeting with contractors of other lots</li> <li>• (D) Inception note within 10 working days of inception meeting;</li> </ul>	<ul style="list-style-type: none"> <li>• (M) Inception meeting maximum 10 days from signature of contract including meeting with contractors of other lots</li> <li>• (D) Inception note within 10 working days of inception meeting;</li> </ul>
2 months	<ul style="list-style-type: none"> <li>• (M) Meeting or telephone conference with DG ECHO on expert seminars</li> <li>• (D) Draft concept, programme and list of experts for seminars;</li> </ul>	<ul style="list-style-type: none"> <li>• (M) Meeting or telephone conference with DG ECHO on expert seminars</li> <li>• (D) Draft concept, programme and list of experts for seminars;</li> </ul>	<ul style="list-style-type: none"> <li>• (M) Meeting or telephone conference with DG ECHO on stakeholder symposium</li> <li>• (D) Draft concept, programme and list of experts for stakeholder workshop (output 2);</li> </ul>
3 months	<ul style="list-style-type: none"> <li>• (D) Interim report;</li> <li>• (D) Draft outline of output 3), 4) and 5);</li> <li>• (M) Meeting with DG ECHO after submission of interim report and outline;</li> <li>• (D) 1st expert seminar (output 1)</li> <li>• (D) Seminar report to be submitted 10 working days from seminar;</li> </ul>	<ul style="list-style-type: none"> <li>• (D) Interim report;</li> <li>• Draft outline of output 3), 4) and 5);</li> <li>• (M) Meeting with DG ECHO after submission of interim report and outline;</li> <li>• (D) 1st expert seminar (output 1)</li> <li>• (D) Seminar report to be submitted 10 working days from seminar;</li> </ul>	<ul style="list-style-type: none"> <li>• (D) Interim report</li> </ul>
4 months			<ul style="list-style-type: none"> <li>• (D) First outline of output 3);</li> <li>• (M) Meeting with DG ECHO after submission of interim report and outline;</li> </ul>

## 1. Technical Specifications

			<ul style="list-style-type: none"> <li>• (D) Stakeholder workshop (output 2);</li> <li>• (D): Workshop report to be submitted 10 working days from meeting;</li> </ul>
5 months	<ul style="list-style-type: none"> <li>• (D) Draft training programme (output 3) of data collection and study (3 and 4) and proposals for 5);</li> <li>• (D) 2nd expert seminar (output 1)</li> <li>• (D) Seminar report to be submitted 10 working days from meeting</li> </ul>	<ul style="list-style-type: none"> <li>• (D) Draft standards and certification; (A): 10 working days</li> <li>• (D) 2nd expert seminar (output 1)</li> <li>• (D) Seminar report to be submitted 10 working days from meeting</li> </ul>	<ul style="list-style-type: none"> <li>• (D) Draft report of data collection and study (output 1 and 3);</li> </ul>
6 months	<ul style="list-style-type: none"> <li>• M) Meeting with DG ECHO on final products</li> <li>• (D) Submission of draft final report: (A) 15 working days</li> <li>• Submission of draft final products output 3), 4) and 5)</li> <li>• (D) Presentation of final report to DG ECHO and invited public (output 6).</li> </ul>	<ul style="list-style-type: none"> <li>• M) Meeting with DG ECHO on final products</li> <li>• (D) Submission of draft final report: (A) 15 working days</li> <li>• Submission of draft final products output 3), 4) and 5)</li> <li>• (D) Presentation of final report to DG ECHO and invited public (output 6).</li> </ul>	<ul style="list-style-type: none"> <li>• M) Meeting with DG ECHO on final products</li> <li>• (D) Submission of draft final report: (A) 15 working days</li> <li>• Submission of draft final products output 3), 4) and 5)</li> <li>• (D) Presentation of final report to DG ECHO and invited public (output 4).</li> </ul>

## **2. CONTRACTUAL CONDITIONS**

### **2.1. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS**

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

It is expected to be signed in June 2013.

The duration of the tasks shall not exceed 6 months.

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

### **2.2. TERMS OF PAYMENT**

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

The payment scheme will consist of

- One pre-financing payment of 30%.
- One interim payment of 30% after approval of the interim report.
- The balance of 40% after approval of the final report.

The Commission reserves the right to pay less than the amount foreseen in article I.3.1 and annex II (financial offer) of the contract according to the quality of the tasks performed.

### **2.3. PLACE OF PERFORMANCE**

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

### **2.4. 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, in particular article II.18 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.18 of the standard service contract (Annex 6.2.) may be applied to sub-contractors. It is recommended that contractual arrangements with subcontractors include mediation as a method of dispute resolution.

Once the contract has been signed, Article II.7 of the above-mentioned service contract shall govern the subcontracting.

### 2.5. JOINT OFFERS

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

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

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in annex 6.7. will help verifying the level of information to be provided according to the role of each entity in the tender.

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

**The offer has to be signed by all members of the group.** However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they should attach to the offer a power of attorney (see model in annex 6.6.). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

**The contract will have to be signed by all members of the group.** If the members of the group so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (see annex 6.1.) 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.

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

**3. DATE AND PLACE OF THE OPENING OF TENDERS**

Tenders will be opened at **10.00 am on 30 May 2013** at the following location:

<b>Rue de la Loi 84-86, B-1040 Brussels<sup>17</sup></b>
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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 an e-mail at least 48 hours in advance to the following address: [EU-AID-VOLUNTEERS@ec.europa.eu](mailto:EU-AID-VOLUNTEERS@ec.europa.eu). 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.

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<sup>17</sup> Should the venue of the opening change, a notification will be published on ECHO website.

## **4. FORM AND CONTENT OF THE TENDER**

### **4.1. HOW TO SUBMIT A TENDER**

Tenderers shall observe precisely the indications in point 2 and 3 of the invitation to tender in order to ensure their tenders are admissible.

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

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

Tenderers may submit a tender for more than one lot.

### **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 as follows:

#### **Tender Submission Form (see annex 6.1)**

**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** and introducing a bid as a **sole contractor**, in both cases with the possibility of having one or several subcontractors.

Whichever type of bid is chosen, the tender must indicate 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.

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](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](http://europa.eu/comm/budget/execution/ftiers_fr.htm).

**! 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

106 and 107 of the Financial Regulation<sup>1</sup> and detailed in the form; and 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 6.3 to these specifications.

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

#### **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 1.21.1.

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

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

- (a) methodology for implementation;
- (b) reasons for the proposed methodology;
- (c) how do you intend to build on and link with previous activities (where applicable);
- (d) project management and procedures for internal evaluation;
- (e) level of involvement and activity of other stakeholders;
- (f) role of each partner (in case of a consortium, joint bid and/or use of subcontractors);
- (g) team proposed for implementation of the contract. The composition of the team, which will be implementing the project must be properly described. Team staff should be singled out by function (E.g. project managers, administrator, secretary, expert, technical assistant);
- (h) a plan of action with description of activities and their timing.

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

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

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<sup>1</sup> Regulation (EU, Euratom) n°966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council regulation (EC, Euratom) n°1605/2002.

#### 4. Form and content of the tender

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

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

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

#### 4.2.5. Section Five: Financial proposal

Please note that the maximum budget allocated for each lot is as follows:

Lot 1: € 350.000

Lot 2: € 300.000

Lot 3: € 100.000

Tenderers must use the following format to formulate their financial proposal and should be adapted to the requirements of each lot.

	Categories of Expenses	Units	Quantities	Unit costs	Total
<b>A</b>	<b>Fees<sup>2</sup></b>				
	Team leader (Expert 1)	Work days			
	Expert 2	Work days			
	Expert 3	Work days			
	Support staff	Work days			
	Secretarial / administrative staff	Work days			
	Other staff (please specify)	Work days			
<b>A</b>	<b>TOTAL</b>				
<b>B</b>	<b>Reimbursable</b>				
<b>B.1</b>	<b>Travel</b>				
	Within Europe	Return trip			
	Intercontinental	Return trip			
	Daily Subsistence Allowance in Brussels <sup>3</sup>	Day			
	Daily Subsistence Allowance in other countries <sup>4</sup>	Day			
	Visas	Per participant			
<b>B.2</b>	<b>Seminar costs</b>				
	Venue including hiring equipment/refreshments <sup>5</sup>	Per seminar			
	Workshop materials (kits for participants)	Per seminar			
<b>B.3</b>	<b>Other reimbursable</b>				
	Translation	Lump sum			

<sup>2</sup> All overhead costs must be included in the experts' fees

<sup>3</sup> Subsistence shall not exceed the rates published on [http://ec.europa.eu/europeaid/work/procedures/implementation/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/index_en.htm).

<sup>4</sup> See 13).

<sup>5</sup> Please exclude subsistence otherwise covered (such as claims made under item B1).

#### 4. Form and content of the tender

	Other (please specify)				
<b>B</b>	<b>TOTAL</b>				
<b>C</b>	<b>Subcontracting</b>				
	Please add one line per envisaged work package to be subcontracted				
<b>C</b>	<b>TOTAL</b>				
	<b>TOTAL A+B+C</b>				

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

- All financial resources necessary for the execution of the tasks required in the technical specifications must be taken into consideration in the financial offer;
- **prices must be expressed in Euro;**
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

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

- Since this invitation to tender relates to several lots, tenderers must indicate a separate price for each of the lots they propose providing. They may indicate any price reduction they are prepared to grant in the event of being awarded a contract either for all the lots or for a specified group of lots, this reduction will, however, not be taken into account to award the contracts in each lot but will be taken into account for establishing the contract when relevant;
- Prices shall not be conditional and be directly applicable by following the technical specifications.

**! 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.**



## **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 2 and 3 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 6.3 duly signed and dated in which they declare:

- not to be in one or more of the situations referred to in Articles 106 and 107 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 106 and 107 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 6.3.

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 106(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 106(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 106 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 6.3, 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 109 of the Financial Regulation and Articles 142 of the Regulation laying down the rules for the implementation of the Financial Regulation<sup>23</sup>. We invite tenderers to read carefully these two articles.

#### 5.2. STAGE 2 - APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

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

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

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

<b><u>SELECTION CRITERIA</u></b>
<b>1. Financial and Economic Capacity</b>
1.1 The average annual turnover of the tenderer must exceed 2 times the maximum budget of the contract (i.e. the maximum budget stated in point 4.2.5).
1.2 The averages of cash and cash equivalents at the beginning and end of year are positive
1.3 A positive equity or at least a guarantee of a third party to cover the problem of negative equity.
In the case of consortia, the assessment of the criteria will be done for the consortium as a whole.
<b>2. Technical and Professional Capacity</b>

<sup>23</sup> Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

2.1 The tenderer must have a minimum of 3 years of professional experience in the fields covered by the lot.
2.2 The experts of the core team must possess the necessary skills and expertise to fulfil the requirements of the contract. The team leader must be of the category I and the other experts of category II or III (see also section 1.3 of these specifications)
2.3 The tenderer must have a proven track record of a minimum of 3 years in a field connected to Humanitarian Aid.
2.4 The tenderer must have a proven track record of a minimum of 3 years of volunteer management.
2.5 The tenderer need to demonstrate to reach out to and to collaborate with a wide and diversified network of actors in the field of Humanitarian Aid.
2.6 The tenderer must have a proven track record in publishing research in areas linked to the lot.
2.7 The tenderer must have a proven track record in organizing multi stakeholder and expert seminars and events in the areas of the lot.
2.8 The tenderer must demonstrate sufficient ability and means available to carry out the tasks of the respective lots, notably in terms of human and technical resources available and of quality assurance systems in place.
In the case of consortia, the assessment of the criteria will be done for the consortium as a whole

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

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

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

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

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

(1 ) A full copy of the concerned legal entities’ annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the tenderer;

or

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

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

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

### **5.2.3. Evidence of the technical and professional capacity of the service provider(s)**

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability as specified in paragraph 5.2.1.

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

- a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks as part of the core team. The Europass curriculum vitae format shall be filled in 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. ([http://europass.cedefop.europa.eu/europass/preview.action?locale\\_id=1](http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1)).

This evidence refers to selection criteria 2.1 and 2.2.

- b) a list:

- i) of the principal services provided in the past three years, with the sums, dates and recipients, public or private;
- ii) or of the annual activity reports of the last three years of the tenderers where they are not-for profit organisations.

This evidence refers to selection criteria 2.1, 2.3, 2.4, 2.5, 2.6, 2.7, and 2.8.

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

This evidence refers to selection criteria 2.6 and 2.8.

- d) in respect of research and organisation of events: samples of research studies and conference reports that describe these activities in detail.

This evidence refers to selection criteria 2.6 and 2.7.

- e) in respect of services related to areas mentioned in the respective lot: certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of the products with the specifications or standards in force;

This evidence refers to selection criteria 2.1, 2.8.

- f) a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;

This evidence refers to selection criteria 2.1 and 2.8.

## 5. Assessment and award of contract

- g) an indication of the proportion and exact description of services 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 by a sworn declaration or certificate, by membership of a specific organisation, express authorisation or entry in the VAT register.

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

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

1. Qualitative award criteria

	<b>1. Qualitative award criteria</b>	<b>Weighting (maximum points)</b>
1.	<p><b>Methodology</b></p> <p>This criterion assesses the suitability and strength of the proposal as measured against the requirements of the specifications in terms of the technical content, completeness, originality and pertinence of proposed outputs and proposed effort. It includes the understanding of the assignment, the quality of the proposed methodology and the quality of the technical approach to collect and analyse data and information.</p> <p>The tenderer shall give 1) An outline of the approach proposed for contract implementation. 2) A list of the proposed activities considered to be necessary to achieve the contract objectives. 3) The related inputs and deliverables. 4) In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them. 5) A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor.</p>	40
2.	<p><b>Project management and timetable of activities</b></p> <p>This criterion relates to the quality of project planning (Realistic time table based on balanced and consistent method of work, sequence and duration of the proposed activities etc.), the organisation of the team with a view to managing a project of this nature and the availability of the resources for the completion of the contractual tasks (including human resources). It includes measures to ensure quality control, risk management and assumptions affecting the execution of the contract, and reporting. It also refers to the steps proposed to ensure synergies and coordination with contractors of the other lots.</p>	30
3.	<p><b>Quality of the team</b></p> <p>This criterion assesses the combined expertise represented within the team proposed by the tenderer.</p>	30
<b>Total number of points</b>		<b>100</b>

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

**A quality threshold is also set up. Tenders scoring less than 70% in the overall points total or less than 60% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.**

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

2. Price

The points scored for the above qualitative criteria will be compared to the financial offer (total price A+B+C).

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

3. Final evaluation

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

<b>Final Evaluation</b>
<b>Total score of tender X = (0.3 * Cheapest price/price of tender X) * (0.7 * total quality score (out of 100) of tender X)</b>

The tender with the highest mark wins.

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

**5.4. INFORMATION FOR TENDERERS**

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

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

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

**5.5. AWARD OF THE CONTRACT**

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

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 decision and decisions to reject.



## **5. Assessment and award of contract**

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 this one satisfies with the provision of the evidence on exclusion.

**6. ANNEXES**

**ANNEXES**

**6.1. TENDER SUBMISSION FORM****TENDER SUBMISSION FORM**


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**Title :**


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**1 SUBMITTED by (i.e. the identity of the Tenderer)**

In the case of consortia, please indicate the name of the partners:

Name of the organisation	Represented by

**2 CONTACT PERSON FOR THIS CONTRACT**

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

**3 STATEMENT**

I, the undersigned, being the authorised signatory of the above Tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the Specifications for this Tender.

We offer to provide the services requested on the basis of the Specifications for this Call for Tender, as well as of our technical and financial offers.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure. We are also aware that the consortium members would have joint and several liability towards the Commission concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in the letter of invitation to tender (point 5).

Signed on behalf of the tenderer

<b>Name</b>	
<b>Acting as</b>	
<b>Signature</b>	
<b>Date</b>	

## 6.2. DRAFT 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]*

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the contracting authority"), which is represented for the purposes of the signature of this contract by Mr Ian CLARK, Head of Unit ECHO A/3, Directorate-General for Humanitarian Aid and Civil Protection – ECHO,

on the one part, and

*[full official name]*

*[official legal form]*<sup>1</sup>

*[statutory registration number]*<sup>2</sup>

*[full official address]*

*[VAT registration number]*

(hereinafter referred to as ‘the contractor’), represented for the purposes of the signature of this contract by *forename, surname and function*,

[The parties identified above and hereinafter collectively referred to as ‘the contractor’ shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this contract.]

on the other part,

---

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

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

HAVE AGREED

to the **special conditions**, the **general conditions for service contracts** and the following annexes:

**Annex I** – Tender specifications (reference No ECHO/A3/SER/2012/05 of [*insert date*])

**Annex II** – Contractor's tender (reference No [*complete*] of [*insert date*])

[*Other annexes*]

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

- The terms set out in the special conditions shall take precedence over those in the other parts of the contract.
- The terms set out in the general conditions shall take precedence over those in the annexes.
- The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT MATTER**

- I.1.1** The subject matter of the contract is the 2013 Preparatory Action for the EU Aid Volunteers.
- I.1.2** The contractor shall execute the tasks assigned to it in accordance with the tender specifications annexed to the contract (Annex I).

### **ARTICLE I.2 – ENTRY INTO FORCE AND DURATION**

- I.2.1** The contract shall enter into force on the date on which it is signed by the last party.
- I.2.2** Under no circumstances may performance commence before the date on which the contract enters into force.
- I.2.3** The duration of the execution of the tasks shall not exceed 6 months. Unless otherwise specified, all periods specified in the contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the contract.

The period of execution of the tasks may be extended only with the express written agreement of the parties before the expiration of such period.

### **ARTICLE I.3 – PRICE**

The maximum total amount to be paid by the contracting authority under the contract shall be EUR [*amount in figures and in words*] covering all tasks executed.

### **ARTICLE I.4 – PAYMENT ARRANGEMENTS**

#### **I.4.1 Pre-financing**

Following signature of the contract by the last party and its receipt by the contracting authority, a pre-financing payment of EUR [*amount in figures and in words*] equal to 30% of the total amount referred to in Article I.3.1 shall be made within 30 days of the receipt of an invoice. The contracting authority may refuse to make payments where the award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud attributable to the contractor.

#### **I.4.2 Interim payment**

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

Invoices for interim payment shall be accompanied by a progress report or any other document in accordance with the tender specifications and statements of reimbursable expenses in accordance with Article II.16. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 10 days in which to submit additional information or corrections or a new progress report or documents if required by the contracting authority.

#### **I.4.2 Payment of the balance**

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by the final progress report or any other document in accordance with the tender specifications and statements of reimbursable expenses in accordance with Article II.16. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 10 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

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[Where VAT is due in Belgium, the provisions of the contract constitute a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the contractor includes the following statement in the invoice(s): “Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

[Where VAT is due in Luxembourg, the contractor shall include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ième tiret de la loi modifiée du 12.02.79." In case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC."]

#### **ARTICLE I.5 – BANK ACCOUNT**

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

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN<sup>1</sup> code:]

#### **ARTICLE I.6 – COMMUNICATION DETAILS AND DATA CONTROLLER**

For the purpose of Article II.6, the data controller shall be the Head of Unit of ECHO/C3 Directorate –General for Humanitarian Aid and Civil Protection - ECHO.

Communications shall be sent to the following addresses:

Contracting authority:

European Commission

Directorate-General for Humanitarian Aid and Civil Protection - ECHO

Directorate A - Strategy, Policy and International Co-operation

Unit A3- Policy and Implementation Framework

Loi-84/86

B-1049 Brussels

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<sup>1</sup> BIC or SWIFT code for countries with no IBAN code.

Email: [EU-AID-VOLUNTEERS@ec.europa.eu](mailto:EU-AID-VOLUNTEERS@ec.europa.eu)

Contractor:

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

## **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 law of Belgium.

**I.7.2.** Any dispute between the parties in relation to the interpretation, application or validity of the contract which cannot be settled amicably shall be brought before the courts of Belgium.

## **ARTICLE I.8 - EXPLOITATION OF THE RESULTS OF THE CONTRACT**

### **I.8.1 Modes of exploitation**

In accordance with Article II.10.2 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

- (a) use for its own purposes:
  - (i) making available to the staff of the contracting authority
  - (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
  - (iii) installing, uploading, processing
  - (iv) arranging, compiling, combining, retrieving
  - (v) copying, reproducing in whole or in part and in unlimited number of copies
- (b) distribution to the public:
  - (i) publishing in hard copies
  - (ii) publishing in electronic or digital format
  - (iii) publishing on the internet as a downloadable/non-downloadable file
  - (iv) broadcasting by any kind of technique of transmission
  - (v) public presentation or display
  - (vi) communication through press information services
  - (vii) inclusion in widely accessible databases or indexes



- (viii) otherwise in any form and by any method
- (c) modifications by the contracting authority or by a third party in the name of the contracting authority:
  - (i) shortening
  - (ii) summarizing
  - (iii) modifying of the content
  - (iv) making technical changes to the content:
    - necessary correction of technical errors
    - adding new parts or functionalities
    - changing functionalities
    - providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications
  - (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
  - (vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
  - (vii) extracting a part or dividing into parts
  - (viii) use of a concept or preparation of a derivate work
  - (ix) digitisation or converting the format for storage or use purposes
  - (x) modifying dimensions
  - (xi) translating, inserting subtitles, dubbing in different language versions:
    - all official languages of EU
    - languages used within EU
    - languages of candidate countries
- (d) the modes of exploitation listed in article II.10.4
- (e) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (c) to third parties.

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the FWC, specific contract or order form the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

### **I.8.2 Pre-existing rights and transmission of rights**

All pre-existing rights shall be licensed to the Union in accordance with Article II.10.3.

The contractor shall provide to the contracting authority a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

The contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights together with delivery of the final report at the latest. This obligation should be fulfilled by presentation of the contractor's statement prepared in accordance with Annex A.

### **ARTICLE I.9 – TERMINATION BY EITHER PARTY**

Either party may, unilaterally and without being required to pay compensation, terminate the contract by formally notifying the other party by giving one month's notice. Should the contracting authority terminate the contract, the contractor shall only be entitled to payment corresponding to part-performance of the contract before the termination date. The first paragraph of Article II.14.3 shall apply.

### **SIGNATURES**

For the contractor,

For the contracting authority,

[*Company name/forename/surname/function*]

Ian CLARK, Head of Unit ECHO/A3

signature[s]: \_\_\_\_\_

signatures: \_\_\_\_\_

Done at [Brussels], [date]

Done at Brussels, [date]

In duplicate in English.

## **II – GENERAL CONDITIONS FOR SERVICE CONTRACTS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

- II.1.1** The contractor shall perform the contract to the highest professional standards.
- II.1.2** The contractor shall be solely responsible 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 it are to be executed.
- II.1.3** Without prejudice to Article II.4 any reference made to the contractor's personnel in the contract shall relate exclusively to individuals involved in the performance of the contract.
- II.1.4** The contractor must ensure that the personnel performing the contract possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.5** The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.
- II.1.6** The contractor shall be solely responsible for the personnel who executes the tasks assigned to the contractor.

The contractor shall stipulate the following employment or service relationships with its personnel:

- (a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;
  - (b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- II.1.7** In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of a member of the contractor's personnel fails to correspond to the profile required by the contract, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel 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 it resulting from the replacement of personnel.
- II.1.8** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting authority. 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 its

obligations under this contract. In such an event the contractor shall give priority to solving the problem rather than determining liability.

- II.1.9** Should the contractor fail to perform its obligations under the contract, the contracting authority may - without prejudice to its right to terminate the contract - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

## **ARTICLE II.2 – MEANS OF COMMUNICATION**

- II.2.1** Any communication relating to the contract or to its performance shall be made in writing and shall bear the contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this contract.
- II.2.2** Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

- II.2.3** Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

## **ARTICLE II.3 – LIABILITY**

- II.3.1** The contractor shall be solely responsible for complying with any legal obligations incumbent on it.
- II.3.2** The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the contract, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.
- II.3.3** The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the contract, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.
- II.3.4** The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the contract. In the

event of any action brought by a third party against the contracting authority in connection with the performance of the contract, including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.

- II.3.5** The contractor shall take out an insurance policy against risks and damage relating to the performance of the contract, if required by the relevant applicable legislation. It 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 contracting authority should it so request.

#### **ARTICLE II.4 - CONFLICT OF INTEREST**

- II.4.1** The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- II.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the contract shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- II.4.3** The contractor declares that it 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, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the contract.
- II.4.4** The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the contract including subcontractors.

#### **ARTICLE II.5 – CONFIDENTIALITY**

- II.5.1** The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the contract and identified in writing as confidential.

The contractor shall:

- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the contract without prior written agreement of the contracting authority;
- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

**II.5.2** The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the contract and for five years starting from the date of the payment of the balance unless:

- (a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

**II.5.3** The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the contract, an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

## **ARTICLE II.6 – PROCESSING OF PERSONAL DATA**

**II.6.1** Any personal data included in the contract shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 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 by the data controller solely for the purposes of the performance, management and monitoring of the contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

**II.6.2** The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

**II.6.3** The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

**II.6.4** 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 rights.

**II.6.5** The contractor shall grant its personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the contract.

**II.6.6** 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 gaining access to computer systems processing personal data, and especially:
  - (i) unauthorised reading, copying, alteration or removal of storage media;
  - (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
  - (iii) unauthorised use of data-processing systems by means of data transmission facilities;

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

## **ARTICLE II.7 – SUBCONTRACTING**

- II.7.1** The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the contract to be de facto performed by third parties.
- II.7.2** Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this contract.
- II.7.3** The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this contract, notably by Article II.18.

## **ARTICLE II.8 – AMENDMENTS**

- II.8.1** Any amendment to the contract shall be made in writing before fulfilment of any new contractual obligations and in any case before the date of payment of the balance.
- II.8.2** The amendment may not have the purpose or the effect of making changes to the contract which might call into question the decision awarding the contract or result in unequal treatment of tenderers.

## **ARTICLE II.9 – ASSIGNMENT**

- II.9.1** The contractor shall not assign the rights, including claims for payments, and obligations arising from the contract, in whole or in part, without prior written authorisation from the contracting authority.
- II.9.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

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

### **II.10.1 Definitions**

In this contract the following definitions apply:

- (1) 'results' means any intended outcome of the performance of the contract which is delivered and finally accepted by the contracting authority.

(2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party.

(3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the contract execution and include rights of ownership and use by the contractor, the creator, the contracting authority and any third parties.

### **II.10.2 Ownership of the results**

The ownership of the results shall be fully and irrevocably acquired by the Union under this contract including any rights in any of the results listed in this contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the contract. The contracting authority may exploit them as stipulated in this contract. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of ownership of rights by the Union including all forms of use of the results.

The acquisition of ownership of rights by the Union under this contract covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the contract explicitly provides for it to be treated as a self-contained result.

### **II.10.3 Licensing of pre-existing rights**

The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1 or in order forms or specific contracts. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

### **II.10.4 Modes of exploitation**

The Union shall acquire ownership of each of the results produced as an outcome of this contract which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (b) storage of the original and copies made in accordance with this contract;
- (c) archiving in line with the document management rules applicable to the contracting authority.



### **II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties**

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this contract or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

### **II.10.6 Creators**

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

### **II.10.7 Persons appearing in photographs or films**

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

### **II.10.8 Copyright for pre-existing rights**

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

### **II.10.9 Visibility of Union funding and disclaimer**

When making use of the results, the contractor shall declare that they have been produced within a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

## **ARTICLE II.11 – FORCE MAJEURE**

**II.11.1** 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the contract, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

**II.11.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

**II.11.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

**II.11.4** The parties shall take all the necessary measures to limit any damage due to force majeure.

## **ARTICLE II.12 – LIQUIDATED DAMAGES**

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time-limits set by the contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the contract, the contracting authority may impose

liquidated damages for each and every calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

*V* is the amount specified in Article I.3.1;

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

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties 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 incurred due to failure to fulfil obligations which may be reasonably anticipated.

## **ARTICLE II.13 – SUSPENSION OF THE PERFORMANCE OF THE CONTRACT**

### **II.13.1 Suspension by the contractor**

The contractor may suspend the performance of the contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the contract.

### **II.13.2 Suspension by the contracting authority**

The contracting authority may suspend the performance of the contract or any part thereof:

- (a) if the contract award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date provided in the notification. The contracting authority shall give notice as soon as possible to the contractor to resume the service suspended or inform the contractor that it is proceeding with the termination of the contract. The contractor shall not be entitled to claim compensation on account of suspension of the contract or of part thereof.

## **ARTICLE II.14 – TERMINATION OF THE CONTRACT**

### **II.14.1 Grounds for termination**

The contracting authority may terminate the contract in the following circumstances:

- (a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the contract substantially or calls into question the decision to award the contract;

- (b) if execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account Article II.8.2;
- (c) if the contractor does not perform the contract as established in the tender specifications or fails to fulfil another substantial contractual obligation;
- (d) in the event of force majeure notified in accordance with Article II.11 or if the performance of the contract has been suspended by the contractor as a result of force majeure, notified in accordance with Article II.13, where either resuming performance is impossible or the modifications to the contract might call into question the decision awarding the contract or result in unequal treatment of tenderers;
- (e) if the contractor is declared bankrupt, is 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;
- (f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- (g) if the contractor is not in compliance with its 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 it is established or with those of the country of the applicable law of this contract or those of the country where the contract is to be performed;
- (h) if the contracting authority has evidence that the contractor or natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the contracting authority has evidence that the contractor or natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the contract, including in the event of submission of false information;
- (j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the contract.

#### **II.14.2 Procedure for termination**

When the contracting authority intends to terminate the contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to terminate the contract. In the cases referred to in points (a), (b), (c), (e), (g) and (j) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

### **II.14.3 Effects of termination**

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date of termination to draw up the documents required by the special conditions for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the contract.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the contract.

## **ARTICLE II.15 – REPORTING AND PAYMENTS**

### **II.15.1 Date of payment**

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

### **II.15.2 Currency**

The contract shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

### **II.15.3 Costs of transfer**

The costs of the transfer shall be borne in the following way:

- (a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,
- (b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,
- (c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

### **II.15.4 Invoices and Value Added Tax**

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the contract reference.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the contract are exempt from taxes and duties, including VAT exemption.

#### **II.15.5 Pre-financing and performance guarantees**

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the tender specifications until its final acceptance by the contracting authority. The amount of a performance guarantee shall not exceed the total price of the contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfill the following conditions:

- (a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

#### **II.15.6 Interim payments and payment of the balance**

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article I.2.3, accompanied by a final progress report or any other documents provided for in for in Article I.4 or in the tender specifications.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

#### **II.15.7 Suspension of the time allowed for payment**

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the contract, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the contract in accordance with Article II.14.1(c).

#### **II.15.8. Interest on late payment**

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate), plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment periods in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

### **ARTICLE II.16 - REIMBURSEMENTS**

**II.16.1** Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

**II.16.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

**II.16.3** 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;

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

**II.16.4** Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
- (d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
- e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

**II.16.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

**II.16.6** Conversion between the euro and another currency shall be made as specified in Article II.5.2.

### **ARTICLE II.17 – RECOVERY**

**II.17.1** If an amount is to be recovered under the terms of the contract, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

**II.17.2** If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment, up to and including the date when the contracting authority receives full payment of the amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

**II.17.3** If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4.

### **ARTICLE II.18 – CHECKS AND AUDITS**

**II.18.1** The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the contract. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the contract and during a period of five years which starts running from the date of the payment of the balance.



The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

**II.18.2** The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of payment of the balance.

**II.18.3** The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the contract is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

**II.18.4** On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measure which it considers necessary.

**II.18.5** By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

**II.18.6** The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

## **A - Statement of the contractor concerning rights to delivered Results**

I, *[insert name of the authorised representative of the contractor]* representing *[insert name of the contractor]*, party to the contract *[insert title and/or number of the contract]* warrants that the contractor holds all transferred rights to the delivered *[insert title and/or description of result]* which is/are free of any claims of third parties.

The above mentioned results were prepared by *[insert names of creators]*. The creators transferred all their relevant rights to the results to *[insert name of the entity that received rights from the creators]* [through a contract of *[insert date]* [a relevant extract of which is] herewith attached.

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

*Date, place, signature*

## 6.3. EXCLUSION CRITERIA FORM

## 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

control<sup>1</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

➤ 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 penalties<sup>2</sup> 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

<sup>1</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

<sup>2</sup> 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

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

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		value) D.III.3. Other investments
<b>Total assets</b>	<b>Total assets</b>	

<b>LIABILITIES</b>	<b>LIABILITIES / 4th ACCOUNTING DIRECTIVE (Article 9)</b>	
<b>4. Capital and reserves</b>	<b>A. Capital and reserves</b>	
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
<b>5. Creditors</b>	<b>C. Creditors</b>	
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
<b>Total liabilities</b>	<b>Total liabilities</b>	

<b>PROFIT AND LOSS ACCOUNT</b>	<b>PROFIT AND LOSS ACCOUNT / 4<sup>TH</sup> ACCOUNTING DIRECTIVE (Article 23)</b>	
<b>6. Turnover</b>	<b>1. Net turnover</b>	
		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
<b>12. Gross operating profit</b>	<b>Gross operating profit .</b>	
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
<b>14. Net operating profit</b>	<b>Gross operating profit - Depreciation and value adjustments on non-financial assets</b>	
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 11. Other interest receivable and similar income 12. Value adjustments in respect of financial assets and of investments held as

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		current assets
16. Interest paid	Interest paid	13. Interest payable and similar charges
17. Similar charges	Similar Charges	
<b>18. Profit or loss on ordinary activities</b>	<b>Profit or loss on ordinary activities</b>	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
<b>21. Profit or loss for the financial year</b>	<b>Profit or loss for the financial year</b>	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"/>
<b>2. Fixed assets (2.1+2.2+2.3)</b>	<b>0</b>	<b>0</b>
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"/>
<b>3. Current assets (3.1+3.21+3.22+3.3+3.4)</b>	<b>0</b>	<b>0</b>
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"/>
<b>Total assets (1+2+3)</b>	<b>0</b>	<b>0</b>

Liabilities	t0 (in Euro)	t-1 (in Euro)
<b>4. Capital and reserves (4.1+4.2+4.3+4.4)</b>	<b>0</b>	<b>0</b>
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"/>
<b>5. Creditors (5.11+5.12+5.21+5.22)</b>	<b>0</b>	<b>0</b>
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"/>
<b>Total liabilities (4+5)</b>	<b>0</b>	<b>0</b>

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

**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.

<b>Full name</b>	<b>Date</b>	<b>Signature</b>
.....		

## 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 ( <a href="#">see annex 6.6</a> )	1		■		
Letter of intent of subcontractor ( <a href="#">see annex 6.5</a> )	1				■
Legal Entity Form ( <a href="#">see section 4.2.1</a> ) Download the form from : <a href="http://ec.europa.eu/budget/execution/legal_entities_en.htm">http://ec.europa.eu/budget/execution/legal_entities_en.htm</a>	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form ( <a href="#">see section 4.2.1</a> ) Download the form from: <a href="http://europa.eu.int/comm/budget/execution/ftiers_fr.htm">http://europa.eu.int/comm/budget/execution/ftiers_fr.htm</a> .	1	■		■	
Exclusion Criteria form ( <a href="#">see section 5.1.1</a> and <a href="#">annex 6.3</a> )	2	■	■	■	■
Evidence of Economic and financial capacity ( <a href="#">see section 5.2.2</a> and <a href="#">annex 6.4</a> )	3	■	■	■	
Evidence of Technical and professional capacity ( <a href="#">see section 5.2.3</a> ) Go to the following page to fill in the CV: <a href="http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1">http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1</a>	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 bid (see section <a href="#">4.2.4</a> and <a href="#">4</a> )	4	■
Financial bid ( <a href="#">see section 4.2.5</a> )	5	■