



EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR MOBILITY and TRANSPORT

Directorate European Mobility Network

Unit Ports and Inland Navigation

CALL FOR TENDERS

N° MOVE/B3/2014-381

Provision of technical and administrative support to the RIS expert groups

TENDER SPECIFICATIONS

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1. INFORMATION ON TENDERING

1.1. Participation

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

1.2. Contractual conditions

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

1.3. Joint tenders

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

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

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

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

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

or

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

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

1.4. Subcontracting

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

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

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

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

1.5. Content of the tender

The tenders must be presented as follows:

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

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

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

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. Identification of the tenderer: legal capacity and status

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

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

- If it has not been included with the Legal Entity Form, tenderers must provide the following information
 - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any

delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting** documents. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

2. EVALUATION AND AWARD

2.1. Evaluation steps

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

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

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

2.2. Exclusion criteria

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

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

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

2.3. Selection criteria

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

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

example by producing an undertaking on the part of those entities to place those resources at its disposal.

2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The annual turnover of the last two financial years above € 100 000.

The following evidence should be provided:

- Copy of the profit & loss account for the last two years for which accounts have been closed,
- Failing that, appropriate statements from banks,
- If applicable, evidence of professional risk indemnity insurance;

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

2.3.2. Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers

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

- The tenderer must prove experience in the field of River Information Services with at least 1 project delivered in this field in the last three years with a minimum value of € 50 000.
- The tenderer must prove experience of working in the European RIS Expert Group environment.
- The tenderer must prove experience in organisation of events, providing technical and administrative support and drafting reports and recommendations.

b. Criteria relating to the team delivering the service:

The team must prove capacity to draft reports in English.

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

Project Manager: At least 5 years of experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size (at least € 50 000) and coverage, with experience in management of team of at least 5 people.

Two experts in River Information Services: At least 5 years' professional experience in the inland navigation sector, with experience in the key technologies associated with RIS.

Language quality check: at least 1 member of the team must have proficiency level language skills in English or equivalent, as guaranteed by a certificate or past relevant experience. All members of the team must have a good command of English in reading and writing.

c. Evidence:

The following evidence should be provided to prove the fulfilment of the above criteria:

- List of relevant services provided by the tenderer in the past three years, which includes the following information: start and end dates, short description of services provided, link of service with RIS Expert group(s), total contract value and name of service recipients plus an indication of these are public or private. The most relevant services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;

- The list of the persons who will provide the service for this tender, including the management staff. The list shall include the following information for each team member or person involved in the provision of the service: role of person, name, age, relevant diploma's or certificates, total years of experience, number of years of RIS-related experience, number of years of project management experience, number of years of event organisation experience, language skills. In addition, for each person, a CV shall be provided.

2.4. Award criteria

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

- **Quality of the proposed methodology** (50 points – minimum threshold 60%)

This criterion will assess the proposed overall approach as well as the approach for each of the tasks. For this purpose, it will also be assessed to which extent the proposed methodology is derived from a good understanding of the RIS Directive (Directive 2005/44/EC) including its Annexes and the relevant Commission Regulations and Commission Implementing Regulations.

- **Organisation of the work** (30 points – minimum threshold 60%)

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the overall allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work

to be done. The tender shall provide details on the allocation of time and resources to the various tasks and deliverables and provide the rationale behind the choice of this allocation.

- **Quality control measures** (20 points – minimum threshold 60%)

This criterion will assess the quality control measures that the tenderer will apply to the requested service of this tender specification, including concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and be specific to the tasks at hand; a generic quality system will result in a low score.

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

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 70/30 is given to quality and price respectively.

The contract will be awarded to the tender which offers the best ratio quality/price, calculated in accordance with the following formula:

$$\begin{aligned} &\text{Score for tender } x = \\ &\frac{\text{total quality score for award criteria for tender } x}{100} \text{ multiplied by } 70 \\ &+ \frac{\text{cheapest price}}{\text{price of tender } x} \text{ multiplied by } 30 \end{aligned}$$

2.5. Technical offer

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria, including how the tenderer intend to organise and host the RIS Expert Groups, and how the cooperation with the chairpersons of the RIS Expert Groups is planned. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

2.6. Financial offer

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

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

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

Indicative price: 150 000 EUR.

3. TECHNICAL SPECIFICATIONS

The technical work towards European standardization is performed by RIS Expert Groups. They are international technical platforms ensuring the harmonized development of standards in Europe. The RIS Expert Groups produce the standards and up-dates, but also technical clarification documents and other relevant documents. The RIS Expert Groups are composed of various representatives, active in inland navigation, such as governmental bodies, branch organizations, research institutes, consultants and industry. The EG proposal for standards and other documents are delivered to the EU, the CCNR and other international bodies. The PLATINA II project currently offers some secretariat support to the RIS Expert Groups, which will end in July 2014 after the upcoming RIS Week in Berlin.

The objective of this contract is to provide technical and administrative support to the RIS expert groups, including inter alia the organisation of meetings, the preparation and distribution of technical papers prior to the meetings and the preparation of detailed reports sent to the members of the expert groups including the European Commission, the inventory of the requests to change/update the RIS specifications. The required tasks are described in more detail below.

3.1. Support to the organisation and hosting of RIS Weeks

The four RIS Expert Groups are meeting typically twice a year during the so-called RIS Weeks. One RIS Week takes place in early summer (June), the other in autumn (November). Governmental delegations participating in the RIS Expert Groups normally volunteer to host and organise a RIS Week in their country, and extend their invitation to the members of the RIS Expert Groups. In June 2014 the RIS Week is hosted in Berlin and in November 2014 in Vienna.

Four RIS Weeks are foreseen to be organised in the period covered by this call for tender. The tenderer should assume that the RIS expert group meetings to be supported are hosted on a voluntary basis by one of the delegations. The contractor shall provide organisational support to the hosting organisation and shall cover costs for catering (lunch and coffee breaks) during the individual meetings of the RIS week. Each RIS Week should include one full day meeting to cover "Common Issues". In agreement with the hosting organisation the contractor shall be responsible for organising the "Common Issues" day and bear all directly related costs, including if relevant the costs for the premises. Locations for the RIS Week meetings should be chosen in agreement with the hosting organisation and the chairpersons of the four RIS Expert Groups. RIS Weeks should take place in EU Member States with an active inland navigation sector. Participants should be able to easily reach the location of the RIS Week through international public transport (including at least an international airport and railways).

3.2. The preparation and distribution of technical and administrative documents prior to the meetings and the preparation and distribution of detailed meeting reports

The contractor shall perform the following tasks in order to facilitate the organisation of the meetings of the RIS Expert Groups:

- Preparation and distribution of an invitation for participation to the members of the four RIS Expert Groups in consultation with the respective chairpersons (at least 8 weeks before the meeting), including the consolidation of confirmations and the timely distribution of reminders to confirm the participation for the Members of the Expert Groups. The final consolidation should be available at least 2 weeks before the meeting.
- Preparation of the draft meeting agendas in consultation with the respective chairpersons of the four RIS Expert Groups.
- Preparation and consolidation of technical discussion documents and change requests in consultation with the respective chairpersons of the four RIS Expert Group.
- Distribution of the draft meeting agendas, change requests, technical discussion documents and minutes of the previous meeting at least 4 weeks before the meeting of the RIS Expert Groups and consolidation of feedback of the members of the RIS Expert Groups. A redistribution of all documents including the incorporated feedback shall be done not later than one week before the respective meeting.
- Elaboration of detailed draft meeting reports (minutes of meeting) not later than 2 weeks after the meetings, consolidation of the drafts in cooperation with the chairpersons of the RIS Expert Groups and distribution to the participants of the meetings not later than 6 weeks after the meetings.
- Elaboration of the final versions of the meeting reports on basis of the feedback from the participants and distribution to all the members of the respective RIS Expert Groups including the complete set of technical documents that were discussed during the meetings of the RIS Expert Groups via the eg.ris.eu website.
- Upload all documents in regular intervals to the dedicated web space of the RIS Expert Groups ensuring that the complete set of documentation is up-to-date.
- Support the respective chairpersons of the RIS Expert Groups in keeping track of the follow-up progress, especially in observing the fulfillment of agreed actions points.
- Maintenance of the Terms of Reference (ToR) of each RIS Expert Group.

3.3. The maintenance of the lists of members and participants of the RIS Expert Groups

In order to have a complete overview of members of the RIS Expert Groups, a consolidated overview in the form of one or several lists of members and participants needs to be established and maintained. The overview should include the governmental delegations,

non-governmental delegations, observers and international organisations being member or participant of the respective RIS Expert Groups. Also the involvement of the experts within sub-working groups or task forces of the related RIS Expert Groups should be included in this list. The contractor shall elaborate a master-table for all four RIS Expert Groups including the different sub-working groups or task forces. Each chairperson shall have the possibility to make an extract of the members and participants of the RIS Expert Group under his responsibility from this master-table. The overview must contain at least the following information related to the members and participants:

- Country (for governmental delegations),
- First name,
- Surname,
- Organisation,
- Email address,
- Member of which RIS Expert group,
- If applicable, member of which sub-working group or task force,
- Maintenance information like e.g. last update, etc.,
- Role (governmental delegate, non-governmental, etc)

The contractor has the task to consolidate the information already available in the membership lists of the respective RIS Expert Groups, to verify the correctness of the data and to ensure a proper maintenance of the list of members and participants of the RIS Expert Groups. A proper format for the list needs to be chosen, also enabling an easy print-out of the list for signature and amendment possibilities for those members participating at the meetings of the RIS Expert Group. The elaboration, consolidation and maintenance of the list of members and participants have to be done in close cooperation with the respective chairperson of the RIS Expert Group. The list must also be made available on the website of the RIS Expert Groups.

A mailing list has to be maintained for each expert group based on the list of members.

3.4. The maintenance of the workspace content on the dedicated RIS Expert Group website

Up-to-date documentation related to the works of the RIS Expert Groups is made available at the dedicated website <http://eg.ris.eu>, the RIS expert group website. The dedicated Expert Group website is a part of the general RIS community portal <http://www.ris.eu> and contains a closed community workspace where only the members of the RIS Expert Group have access through their dedicated user credentials. The chairpersons of the RIS Expert Groups act as administrators of the content of this dedicated website, and the members have typically read-only access. The RIS EG website serves as a repository of all documents related to the work of the RIS Expert Groups. The RIS community portal (including the dedicated RIS Expert Group website) is currently operated and maintained within the PLATINA II project, which has an expected runtime until the first quarter of 2016.

The contractor has the task to keep the workspace content of the dedicated website of the RIS Expert Groups up-to-date and ensure of all necessary documents are timely available for a smooth support of the work of the members of the RIS Expert Groups. This shall be done in close consultation with the chairpersons of the RIS Expert Groups. After finding an agreement with the chairpersons of the RIS Expert Groups about a suitable workflow, an

agreement which should be documented by the contractor; the contractor will obtain the necessary access rights to the RIS EG website from the website operator through the chairpersons of the RIS Expert Groups.

3.5. The inventory of the requests to change/update the RIS specifications, including recommendations and proposals for updating of Commission's Implementing Regulations and UN ECE Recommendations

One of the main tasks of the RIS Expert Groups is to ensure the seamless development and maintenance of the four key RIS technologies which are regulated through Commission Implementing Regulations of the European Commission as well as Standards and recommendations of the River Commissions and the UN ECE (United Nations Economic Commission for Europe), and also international standards. Each member and/or observer of the Expert Groups is entitled to submit proposals and/or change requests in accordance with the change request procedures. Change Requests can therefore come from project level, from EU Members States and non-MS, from individual experts and companies.

The contractor shall maintain an inventory of change requests, including their status (submitted, approved, withdrawn, rejected, on hold) and their nature. This inventory should provide a clear indication of the change requests that have already been included into the official standards, and of the change requests for which it has been agreed that they should be included into a future update of the standards. The maintenance of the inventory of change requests has to be done in close cooperation with the respective chairperson of the RIS Expert Group.

The contractor shall support the chairpersons of the RIS Expert Groups in the management of the whole processes for proposing, agreeing and implementing updates and changes in RIS related specifications and standards. The contractor shall also support the chairperson of the respective RIS Expert Group in drafting the necessary texts and technical proposals (e.g. XSD) for the updated standard, ready for approval by the members of the RIS Expert Groups and the official standardisation bodies.

3.6. Progress reports and timetable

The duration of the tasks shall not exceed 24 months. This period is calculated in calendar days.

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

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

A kick-off meeting will take place in Brussels, at the latest 30 days following the signature of the contract, in order to settle all the details of the work to be undertaken.

The contractor should also provide the Commission with two short progress reports on the work carried out. The first progress report shall be submitted to the Commission at the

latest 8 months after the entry into force of the contract. The second progress report shall be submitted to the Commission at the latest 16 months after the entry into force of the contract. If requested by the Commission progress meetings may be organised to discuss the progress reports and the details of the tasks to be undertaken for the remainder of the contract. At the end of the contract the contractor shall submit a final progress report summarising the work done. The progress reports and the final report shall be written in English.

4. ANNEXES

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

ANNEX 1

IDENTIFICATION OF THE TENDERER

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

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Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ²	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname:	
First name:	
Title (e.g. Dr, Mr, Ms) :	
Position (e.g. manager):	

² For natural persons

Telephone number: Fax number: E-mail address:	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation³	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

³ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

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

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

[Choose options for parts in grey between square brackets]

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

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

or

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

full official name:

official legal form:

full official address:

VAT registration number:

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

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

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-

making or control⁴ 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 penalties⁵ 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

⁴ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

⁵ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor ⁶

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

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

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

Signed in on [dd/mm/yyyy]

Place and date:

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

⁶ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 4
DRAFT CONTRACT