CALL FOR TENDERS

Nº S2R/BANK/2015/02

TENDER SPECIFICATIONS
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1. INFORMATION ON TENDERING

This is a procedure for the provision of Banking Services, to a selection of a bank for the purpose of processing payments in EUR, mainly within the SEPA area.

Once the Contract has been signed, the actual implementation will be carried out by Shift2Rail Joint Undertaking (S2R JU) by opening a one or more bank accounts under the agreed terms and conditions in EUR.

The selected bank will be expected to make payments in EUR and occasionally in other currencies. Most of the EUR payments instructed by the S2R JU will be directed to beneficiaries holding an account within the SEPA area. A small proportion of the payments instructed by S2R JU will be for beneficiaries outside of it. Occasionally, the selected bank will also be expected to process other transactions if specifically requested by S2R JU (e.g. short term deposits, foreign exchange transactions, etc.).

Some of the main concerns of the S2R JU, with reference to the execution of payments, are to:

- monitor value dates of payments to beneficiaries;
- closely monitor charges and commissions on their transactions;
- identify clearly their interest income;
- perform automatic reconciliation of all their bank accounts.

As a general rule, the S2R JU sends all its payment instructions on any given date (D) with the following value dating:

- either D or D+1, or D+2 or D+3

where D, D+1, D+2 and D+3 is the date on which the S2R JU's account(s) will be debited, and the payments executed from them.

The following table is provided for information purposes only, without commitment of any kind for future years:

<table>
<thead>
<tr>
<th>PAYMENTS EUR</th>
<th>61,300,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAYMENTS NO</td>
<td>750</td>
</tr>
<tr>
<td>AVERAGE BALANCE EUR</td>
<td>30,650,000</td>
</tr>
</tbody>
</table>

All payment instructions, with few exceptions, are sent by the S2R JU with the "shared costs" option (SHA).

The standardised instructions' formats and contents used by the S2R JU as well as their maintenance of the beneficiaries' financial data are such to allow a very high straight through processing (STP) rate for their payments.

Cheque payments are only instructed exceptionally.

For the execution of all their financial transactions, S2R JU has its own SWIFT code: EUCOBEBBS2R.
The S2R JU will transmit most of its payment instructions for SEPA credit transfers in XML format based on standard ISO 20022 via SWIFTNet FileAct. All other transactions (other payment instructions in EUR or in other currencies etc.) will be instructed via SWIFTNet FIN messages (see also condition N. 8 under 3. Technical Specifications).

The S2R JU gives no undertakings as regards either the overall volume and breakdown of transactions or the balance that will be maintained on the bank accounts.

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 tenders 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. 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.

1.4. Content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.5)
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)

1 See http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm
1.5. **Identification of the tenderer: legal capacity and status**

- The tenderer's identification form in Annex 1 shall be filled in and signed by:
  - The tenderer (including any member of a consortium or grouping)
  - subcontractor(s) whose share of the work represent more than 20% of the contract

- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium or 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](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](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 expected to be 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 tenders.

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

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

Bank’s (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) short term credit rating must be, as a minimum, one of these 3 ratings: either P-1 (Moody’s), or A-1 (S&P), or F1 (Fitch Ratings).

Evidence required

- The original relevant document issued by the rating agency or a copy of it duly signed and certified by the bank, showing the short term credit rating of your bank.

  Your bank undertakes to immediately inform the Contracting Authorities of any modification to one of these ratings after the initial submission by submitting the relevant documents (provided by the rating agencies).

- 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. Shift2Rail Joint Undertaking 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

The establishment of the bank where the bank account will be located meets the operating conditions imposed by the competent supervisory authorities of a Member State of the European Union and has all the authorisations necessary to execute the required services in the country where the accounts will be located.

Your bank must be a "SEPA compliant" payment services provider. As such it must have formally adhered to the SEPA Credit Transfer Scheme at the time of the submission of the offer in reply to this call for tenders.

Tenderers and their staff must prove that they have the necessary professional experience and ability to deliver the services in English.

Evidence required

- Proof of registration on the professional or commercial register provided by legislation of the Member State where the contractor is established by means of a recent extract.

- A copy of your bank’s SEPA Credit Transfer Adherence Agreement with the European Payments Council.

- A List of relevant services to this contract provided by the entity in the past three years in English.

- English language in level equivalent to CEFR B2 or higher from the person(s) identified as the point of contact during the contract and from his/her direct line manager. This may be done via
  - Certification(s) obtained by the persons involved
  - A List of relevant services provided by the person in English in the past three years demonstrating the ability to communicate in the required level.
2.4. Award criteria

The offers submitted by the tendering banks, that are not concerned by any of the exclusion criteria and that meet the selection criteria, are assessed within the framework of the award criteria.

At the time of the evaluation, tenderers can receive at most a score of 1.000 points. This score results from the quality of the service (qualitative part), and the cost and revenue of the bank accounts (quantitative part).

Please fill in your bank's responses to the following parts in the relevant fields in Annex 4 and Annex 5

2.4.1 Technical Offer (300 points)

The quality of the service intervenes for 300 points and is assessed on the basis of the following:

• the quality of customer service (200 points)

• treatment of returned payments and payments requiring a repair, and cut-off time for credits (100 points)

2.4.2 Financial Offer (700 points)

The cost of the functioning of the bank accounts intervenes for 350 points and is assessed on the basis of the expected cost for payments of the S2R JU, and will be evaluated as follows:

• cost for payments (350 points)

The bank offering the lowest cost obtains the maximum score, the one offering the highest cost obtains 0 points.

A proportional score will be obtained by each of the other banks, on the basis of the cost of their respective offers, according to the formula:

\[
\text{Maximum number of points} \times \frac{(\text{Highest cost} - \text{Cost offered by the bank being evaluated})}{(\text{Highest cost} - \text{Lowest cost})}
\]

The revenue of the bank accounts intervenes also for 350 points and is assessed on the basis of the following:

• remuneration of the balances of the current accounts (250 points)

• remuneration for fixed-term deposits (100 points)

After comparison of the various offers, for each of the above categories, the bank which offers the highest income obtains the maximum score, the one which offers the lowest
income obtains 0 point. A proportional score will be obtained by each of the other banks, on the basis of the income of their respective offers, according to the formula:

\[
\text{Maximum number of points } \times \frac{\text{Remuneration offered by the bank being evaluated } - \text{Lowest income offered}}{\text{Highest income offered } - \text{Lowest income offered}}
\]

\[(\text{Highest income offered } - \text{Lowest income offered})\]

2.3.3. **Final Score**

Each tendering bank will receive a final score which will be the sum of the points obtained in the qualitative part and in the quantitative part.

2.5. **Technical Offer**

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

The form in Annex 4 should be used.

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 Joint Undertaking 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 processing costs referred are the charges and commissions billed to the S2R JU for each type of transaction and not the banks own internal processing costs. The price must be all-inclusive and expressed in EUR.

- Prices will remain unchanged for the whole duration of the contract and will not be subject to revision.
- In the interest of clear accounting, the cost and revenue (fees and interest) structure proposed by the selected bank must not incorporate any form of compensation between these two headings.

The form in Annex 5 should be used.

### 3. Technical Specifications

The following conditions for execution of the contract form an integral part of it and will have to be fully observed during the whole period of execution of the contract. Failure to comply with any of these conditions may result in the termination of the contract by the S2R JU in accordance with Article II.1.9 of the draft contract. The list of conditions is to be signed by the bank only in case the contract is awarded.
CONDITION N° 1. The establishment of your bank where the bank account will be located meets the operating conditions imposed by the competent supervisory authorities of a Member State of the European Union and has all the authorisations necessary to execute the required services in the country where it is based.

CONDITION N° 2. Your bank undertakes not to execute a payment that would tip a bank account into debit on the value date.

If your bank is requested by the S2R JU to make payments which would make the bank account go into debit, such payments must not be carried out and your bank must contact the bank account holder in order to ask for instructions.

Accordingly, NO debit interest will be accepted.

CONDITION N° 3. Your bank undertakes to observe the following conditions with respect to debit transactions:

- provided the payment instruction has been received by your bank before the cut-off time and condition n° 2 is respected, the value date given by the S2R JU has to be strictly respected by your bank,
- any charges invoiced will be fixed and not depend on the amount of the transaction,
- the most favourable exchange rate for the S2R JU will be applied to all transactions in foreign currency involving an exchange operation and the same charges will be applied by your bank as to an equivalent transaction in EUR,
- your bank will process all S2R JU's payment instructions in EUR to beneficiary's accounts held within the SEPA area, as SEPA credit transfers unless, for any reason related to the JU's instruction or to the payee's payment service provider, this will not be possible.
- In the event that payment instructions containing all details required to be processed as SEPA credit transfer cannot be treated as such for any reason related to the payee's payment service provider, your bank will ensure that these payments are executed via other channels than the SEPA clearing, provided that the payment details contained in the instructions are correct.
- for all SEPA credit transfers to other payment service providers, the full amount, with no charges deducted, will be credited to the payee's payment service provider's account, without exception, within no more than one business day.
- no charge will be debited and the value date will be compensated for transfers between the S2R JU's bank accounts.
- “Compensated value date" means that the S2R JU's bank account is debited, and other S2R JU bank account credited with the same value date.
- in case of executing a payment via an intermediary bank chosen by your bank, your bank will be liable for the correct execution of the payment until the funds are available to the beneficiary’s bank (or other payment service provider).

CONDITION N° 4. Your bank undertakes to debit in one go on a monthly or a quarterly basis all charges and commissions related to the month/quarter, with value date the last day of the month/quarter. The supporting calculation and statement must be sent by your
bank at the latest by the end of the following month.

Your bank will send to the S2R JU by the above deadline and in duplicate a statement of charges indicating:

- the number of transactions of each type, consistently with pricing table on Annex II,
- the unit cost of each type of transaction,
- their total cost,
- the date when the statement of charges was produced,
- details of any other charges.

According to the Protocol on privileges and immunities of the European Union, the S2R JU is exempt from all taxes and duties. However, if your bank is required under the relevant tax legislation to pay VAT on the charges and commissions it receives under the terms of the contract, the amount should be clearly identified in the statement of charges.

CONDITION N° 5. Your bank undertakes to observe the following conditions in respect of credit transactions:

- no charges will be invoiced for these transactions,
- the most favourable exchange rate for the S2R JU will be applied to all transactions in foreign currency involving an exchange operation and the same charges will be applied by your bank as to an equivalent transaction in the currency of the bank account,
- the value date for the Contracting Authorities is the date when the funds are received, provided the respective order has been received by your bank before the cut-off time.

CONDITION N° 6. In respect of the remuneration of the bank account, your bank undertakes to:

- remunerate all balances on all the days of the period (including in particular the 29.02 during leap years),
- apply the appropriate rate,
- maintain a constant spread throughout the duration of the contract,
- use the formula specified in Annex 5 to determine the amount of the remuneration.

CONDITION N° 7. Interest on current accounts

a) Remuneration of the account:

Your bank undertakes to credit in one go on a monthly or a quarterly basis the S2R JU's bank accounts with the interest of the month/quarter, with value date the last day of the month/quarter.

b) Interest statement:

An interest statement is produced by your bank at the end of each month/quarter or whenever an account is closed, and sent to the S2R JU at the latest by the end of the following month.

Your bank will send to the S2R JU by the above deadline such interest statement,
indicating:
- The daily balances on all days of the month/quarter;
- The interest rate applicable (base rate and spread).
- The daily amount of interest earned (minimum EUR 0.00);
- The total amount of interest for the month/quarter, showing separately any possible adjustments for previous periods.
- The bank year is based on 360 days.

c) No negative interest rate can be applied

CONDITION N° 7bis. Interest on fixed-term deposits

a) Remuneration:
In respect of the remuneration of deposits, your bank undertakes to:
- remunerate deposits on all the days of the period (including in particular the 29.02 during leap years),
- apply the appropriate rate,
- maintain a constant spread throughout the duration of the contract,
- debit the related current account with the amount of the deposit on the same value date on which the deposit commences,
- use the formula specified in Annex 5 to determine the amount of the remuneration,
- credit the related current account, on the maturity date of the deposit, with the amount invested in the deposit as well as the interest matured, with value date the deposit's maturity date.

b) Interest/deposit statement:
When a fixed-term deposit is made, the bank will send to the concerned Contracting Authority a confirmation with the following information:
- trading date (normally 2 business days before the deposit settlement date),
- settlement date,
- maturity date,
- rate applied,
- amount invested in the deposit,
- interest amount at maturity.

c) No negative interest rate can be applied

CONDITION N° 8. The establishment of your bank where the bank account will be located must be able to receive payment instructions (in particular MT 103 or MT 101) sent by the S2R JU via SWIFTNet FIN as well as payment files in XML format via SWIFTNet FileAct. Your bank must also be able to accept message types 200, 202 or 210 for transfers between accounts of the S2R JU.
Your bank must be able to handle any future change by SWIFT concerning transmission of payment instructions and bank statements, accordingly.

CONDITION N° 9. When payments are executed, the number of characters available to inform beneficiaries holding a bank account with your bank or any other bank of the reason for payment must be equal to 140 characters.

CONDITION N° 10. Your bank must be able to provide to the S2R JU, on the day following each transaction on the account, a SWIFT MT940/MT950 statement showing:
- the exact Debit/Credit mark (according to the SWIFT codification) in subfield 3 of field 61,
- the exact transaction type identification code (according to the SWIFT codification) in subfield 6 of field 61,
- in the case of an individual payment, the reference of the payment as indicated by the Contracting Authorities in subfield 7 of field 61,
- in field 86 of MT940, for credit entries, the complete reference and information given by the remitter.

CONDITION N° 11. For each credit entry, except fundings of the accounts by the S2R JU, your bank must provide to the S2R JU a SWIFT MT 910 credit advice showing the type of credit.

Furthermore, in the event of a re-credit entry because of failure to execute an order or in case of a payment order returned by beneficiary or his/her bank, the SWIFT MT 910 credit advice must show the reference of the initial debit (including file reference if applicable) and reason for the failure to execute/reason for the return.

CONDITION N° 12. Your bank will submit, within a reasonable time, a confirmation of accounts balances, loans, signatures and any open items, as of December 31 of each year for the annual audit of accounts to the European Court of Auditors or at any other date to any other auditor named by the S2R JU. In each case, your bank will send a copy of the documents submitted to the auditors to the S2R JU address.

Please indicate the price for such confirmation, if any, in the relevant field in Annex 5.

CONDITION N° 13. Your bank must undertake not to invoice any charges and commissions other than those specified in Annex II, even if those charges are levied by an intermediary bank or by the payee’s payment service provider, unless explicitly authorised by the Contracting Authorities.

SIGNATURE OF THE BANK’S REPRESENTATIVE(S)

Company name/forename/surname/function
signature[s]: ..........................

Company name/forename/surname/function

signature[s]: ..........................

Done at ....................., date ....../....../........

Done at ....................., date ....../....../........

• ANNEXES
  1. Tenderer’s Identification Form
  2. Declaration related to the exclusion criteria and absence of conflict of interest
  3. Draft Contract
  4. Technical Offer Form
  5. Financial Offer Form
ANNEX 1

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

Call for tenders S2R/BANK/2015/02

<table>
<thead>
<tr>
<th>Identity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Legal status of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>Country of registration</td>
<td></td>
</tr>
<tr>
<td>Registration number</td>
<td></td>
</tr>
<tr>
<td>VAT number</td>
<td></td>
</tr>
<tr>
<td>Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance)²</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of registered office of tenderer</td>
<td></td>
</tr>
<tr>
<td>Where appropriate, administrative address of tenderer for the purposes of this invitation to tender</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname:</td>
<td></td>
</tr>
<tr>
<td>First name:</td>
<td></td>
</tr>
<tr>
<td>Title (e.g. Dr, Mr, Ms):</td>
<td></td>
</tr>
</tbody>
</table>

² For natural persons
<table>
<thead>
<tr>
<th>Position (e.g. manager):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone number:</td>
<td></td>
</tr>
<tr>
<td>Fax number:</td>
<td></td>
</tr>
<tr>
<td>E-mail address:</td>
<td></td>
</tr>
</tbody>
</table>

### 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.

<table>
<thead>
<tr>
<th>Surname:</th>
<th>First name:</th>
<th>Signature:</th>
</tr>
</thead>
</table>

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

(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, 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.
 declares that the natural persons with power of representation, decision-making or control\textsuperscript{4} 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\textsuperscript{5} 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.

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

\textsuperscript{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
<table>
<thead>
<tr>
<th>Full name</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
</table>


ANNEX 3

DRAFT CONTRACT

Please see separate document
ANNEX 4

TECHNICAL OFFER FORM

Quality of the service

a) Quality of customer service

The quality of the customer service will be evaluated on the basis of the following criteria:

The S2R JU gives importance to the existence of a dedicated person(s)/team(s) within the bank (including backups) which will function as a single point of contact for respectively:

- implementation of the service;
- all daily transactional/operational needs and enquiries;
- Proposals/implementation of solutions for any identified issues.

Please provide in annex to your offer a brief description\(^6\) of the customer service your bank will deliver if selected, and how this will satisfy the S2R JU’s needs in this area. In particular, the following points should be covered:

- The support provided by your bank during the implementation phase;
- The availability of a dedicated team/mailbox, single point of contact (SPOC) and contact for escalations;
- Working hours of the customer service desk;
- Average response times and process for follow up actions;
- Information/updates provided to customers on messaging format requirements/country specific rules for payments compliance;
- Controls in place on payments flow (for example to ensure execution of payment instructions with correct value date, and to avoid double execution of payments);
- Monitoring and reports on the Straight Through Processing (STP) level of the Contracting Authorities' payment flow to help ensuring that the number of payments requiring a repair is kept to a minimum;
- Awards obtained in the area of international payments and cash management.

The number of points obtained can range between 0 and 200, and will depend on the comparative advantages of each offer.

---

\(^6\) Possibly in maximum 3 pages (A4 format)
b) Treatment of returned payments and payments requiring a repair, and cut-off time for credits (point 4.1 of Annex I)

- Where a payment is returned by either a beneficiary or his/her bank, how long does it take for the concerned amount to be credited to the S2R JU’s account?

<table>
<thead>
<tr>
<th>Mark the appropriate box</th>
<th>Related points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same day (D)</td>
<td>40</td>
</tr>
<tr>
<td>D+1</td>
<td>20</td>
</tr>
<tr>
<td>Longer(^7)</td>
<td>0</td>
</tr>
</tbody>
</table>

- Cut-off time for credits (returned payments) - additional maximum score of 10 points will be awarded for cut-off time to the tenderers having indicated Same day (D) above.

<table>
<thead>
<tr>
<th>Cut-off time for credits (CET)</th>
<th>Fill in the hour in the appropriate box</th>
<th>Related points</th>
</tr>
</thead>
<tbody>
<tr>
<td>≥ 16 h</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>≥ 15 h and &lt;16 h</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>&lt; 15 h</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

- Where a payment instruction is transmitted by the S2R JU with missing, unclear or incomplete information, and needs to be repaired, how long can this payment instruction be “on hold” before rejection?

<table>
<thead>
<tr>
<th>Number of days “on hold”</th>
<th>Fill in the number of days in the appropriate box</th>
<th>Related points</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 10</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Between 2 and 10</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>&lt; 2</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

\(^7\) A maximum delay of D+3 is accepted by the S2R JU
Cost of the functioning of the bank accounts

In the table below you should specify for each type of transaction the cut-off time for debits (column C), and the cost of the transaction in EUR (column D).

### DEBIT MOVEMENTS

<table>
<thead>
<tr>
<th>Description of transaction</th>
<th>Type of payment</th>
<th>Beneficiary's bank</th>
<th>Cut-off time (CET)</th>
<th>Cost of transaction (in EUR and without VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA credit transfer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(SWIFTNet FileAct)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other EUR payments within the SEPA area</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(SWIFTNet FIN)</td>
<td>Your bank</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Another bank in the SEPA area</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EUR payments outside the SEPA area</td>
<td>Another bank outside the SEPA area</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheque³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*For evaluation purposes only, the following overall number of transactions is presumed per year with reference to the above categories:*

- Number of SEPA credit transfers: 600
- Number of other payments in EUR within the SEPA area: 100
- Number of payments EUR outside the SEPA area: 50

³ Cheques issued should be sent either by recommended letter or via the bank's branch in the country of the beneficiary
Cheque

The following should be taken into account

1. The costs represent the charges borne by the S2R JU for each individual payment instruction.

2. With the exception of payment instructions on which the S2R JU mention "OUR" in the corresponding field, no correspondent costs will be debited to the S2R JU.

3. Costs quoted must not include VAT, if any is applicable. Please note that according to the Protocol on Privileges and Immunities of the European Union, the Contracting Authorities are exempt from all taxes and duties (see also condition 4 on page 11 of Annex I).

4. This section does not apply to transfers between accounts of S2R JU.

Revenue of the bank accounts

Remuneration of the balances of the current accounts

Remuneration for the accounts must be calculated monthly or quarterly on the basis of the following formula:

\[
\text{Remuneration} = \frac{\sum_{i=1}^{n} B_i \times (R_i + \text{Spread})}{\text{Bank year} 	imes 100}
\]

where

- \( n \) = Exact number of days in the month/quarter
- \( B_i \) = Balance on day \( i \) (1)
- \( R_i \) = either Euribor 1-month or Eonia (2)
- \( \text{Spread} \) = Margin taken or offered by your bank expressed in percentage points (pp) (3)
- \( \text{Bank year} = 360 \text{ days} \)
and (1) All balances must be remunerated at the same rate
(2) No other reference rate may be used
(3) Your spread in relation to the reference rate will be equal to:

<table>
<thead>
<tr>
<th>Reference rate (Ri)</th>
<th>Spread (pp)</th>
</tr>
</thead>
<tbody>
<tr>
<td>+ or*</td>
<td>-</td>
</tr>
</tbody>
</table>

*Delete as appropriate

If you cross out the sign ”−“: the balance on the bank account will be remunerated at a rate higher than the Ri (given the sign + of the formula of the remuneration).

Example: Ri = 0,5% + 0,25pp: your bank is offering 0,75%

If you cross out the sign “+” : the balance on the bank account will be remunerated at a rate lower than the Ri (given the sign - of the formula of the remuneration).

Example: Ri = 0,5% - 0,25 pp: your bank is offering 0,25%

The reference rate and the spread offered will remain unchanged throughout the duration of the contract. However no negative interest rate can be applied for the remuneration of the balances (i.e. should the remuneration formula, at any given time, result in a negative interest, a remuneration equal to 0% will be applied).

See also Conditions N. 7 and 7bis on point 5 in Annex I, concerning the remuneration of the balance and the related reporting requirements.

For evaluation purposes only:

1) the average balance is presumed to be EUR 10 000 000;
2) the actual value of the reference rate chosen by your bank on the deadline for submission of the offers will be used as a reference.
Remuneration for fixed-term deposits

The remuneration for fixed-term deposits must be calculated on the basis of the following formula:

\[
\text{Remuneration} = \frac{C_n \times (R_i + \text{Spread}) \times N}{\text{Bank year} \times 100}
\]

where
- \(C_n\) = Capital placed in the deposit on day \(n\)
- \(R_i\) = Euribor for the duration \(i\), on the day the deposit is made (normally \(n-2\) business days) \(\text{(1)}\)
- \(N\) = Exact number of days
- \(\text{Spread}\) = Margin taken or offered by your bank expressed in percentage points (pp) \(\text{(2)}\)
- \(\text{Bank year}\) = 360 days

\(\text{(1)}\) no other rate may be used.

\(\text{(2)}\) Your spread in relation to the reference rate will be equal to (in the absence of specific indication it will be assumed that the spread quoted below is positive)

<table>
<thead>
<tr>
<th>DURATION (i)</th>
<th>SPREAD (pp)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Month</td>
<td></td>
</tr>
<tr>
<td>2-Month</td>
<td></td>
</tr>
<tr>
<td>3-Month</td>
<td></td>
</tr>
</tbody>
</table>

For evaluation purposes only:
1) The evaluation of the different offers will be based on the assumption that the following amounts are deposited on the different durations (1, 2 and 3-month, in total 20 million EUR) over a period of 12 months:

- amount of EUR 10 000 000 deposited on a 1-month deposit
- amount of EUR 5 000 000 deposited on a 2-month deposit
- amount of EUR 5 000 000 deposited on a 3-month deposit

2) The actual value of the Euribor for the respective duration on the deadline for submission of the offers will be used as a reference.
5. YEARLY ACCOUNTS BALANCES CONFIRMATION

With respect to condition No 12 on page 13 of Annex I, for information purposes only, please fill in your bank's price, if any, for providing the standard accounts balances confirmation:

…………… EUR

SIGNATURE OF THE BANK'S REPRESENTATIVE(S)

<table>
<thead>
<tr>
<th>Company name/forename/surname/function</th>
<th>Company name/forename/surname/function</th>
</tr>
</thead>
<tbody>
<tr>
<td>signature[s]: ..........................</td>
<td>signature[s]: ..........................</td>
</tr>
<tr>
<td>Done at ............................, date ....../..../.......</td>
<td>Done at ............................, date ....../..../.......</td>
</tr>
</tbody>
</table>