CALL FOR TENDERS

N° ECHO/A4/SER/2018/15

NETWORK OF EUROPEAN HUBS FOR CIVIL PROTECTION AND CRISIS MANAGEMENT

TENDER SPECIFICATIONS
# TABLE OF CONTENTS

TABLE OF CONTENTS ................................................................................................................. 2

1. INFORMATION ON TENDERING .................................................................................. 4
   1.1. Participation ............................................................................................................. 4
   1.2. Contractual conditions ............................................................................................ 4
   1.3. Compliance with applicable law ............................................................................. 4
   1.4. Joint tenders ........................................................................................................... 4
   1.5. Subcontracting ....................................................................................................... 5
   1.6. Structure and content of the tender ........................................................................ 5
   1.7. Identification of the tenderer .................................................................................. 5

2. TECHNICAL SPECIFICATIONS .................................................................................. 7
   2.1 Background .............................................................................................................. 7
   2.2 Objective of the contract ......................................................................................... 8
   2.3 Description of the tasks ......................................................................................... 9
   2.4 Deliverables, reporting and payments ..................................................................... 12

3. EVALUATION AND AWARD ................................................................................... 14
   3.1. Verification of non-exclusion ................................................................................ 14
   3.2. Selection criteria .................................................................................................. 15
   3.3. Qualitative award criteria .................................................................................... 18
   3.4. Price ..................................................................................................................... 19
   3.5. Ranking of tenders ............................................................................................... 19

4. ANNEXES .................................................................................................................... 19
   ANNEX 1 – Identification of the tenderer ..................................................................... 20
   ANNEX 2 - Declaration of honour on exclusion criteria and selection criteria ........... 22
ANNEX 3 – Power of attorney ................................................................. 27
ANNEX 4 – Letter of intent for subcontractors................................................. 28
ANNEX 5 - Checklist of documents to be submitted ........................................ 29
ANNEX 6 - Draft contract ........................................................................ 30
ANNEX 7 – Financial and economic form ..................................................... 31
ANNEX 8 - Letter for pre-financing first demand guarantee ......................... 36
1. INFORMATION ON TENDERING

1.1. Participation

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which have a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the plurilateral Agreement on Government Procurement concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in 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. Compliance with applicable law

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU².

1.4. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

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

After the award, the Contracting Authority will sign the contract either with all the members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

1.5. **Subcontracting**

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

Tenderers are required to identify subcontractors whose share of the contract is above 30% and/or whose capacity is necessary to fulfil the selection criteria.

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

1.6. **Structure and content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.7)

Part B: Non-exclusion (see section 3.1)

Part C: Selection (see section 3.2)

Part D: Technical offer

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

Part E: Financial offer

The maximum value of the contract is EUR 1 500 000.

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 bear 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.

1.7. **Identification of the tenderer**

The tender must include:
- A **cover letter** (see Annex 1) signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney (Annex 3). The signed powers of attorney must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent (Annex 4) signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

- All tenderers (including all members of the group in case of joint tender) 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.

- The identification form in Annex 1, completed and signed by the tenderer and each member of a consortium or grouping.

- A Financial Identification Form with its supporting documents, to be provided by the tenderer (or the leader in case of joint tender). No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

  The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC. This information is used for statistical purposes only.
2. TECHNICAL SPECIFICATIONS

2.1 Background

This Preparatory Action was initiated by the European Parliament to support the disaster preparedness in the Union and its Member States in the framework of the Union Civil Protection Mechanism (UCPM) and to better tackle the new challenges posed by the changing risk landscape in Europe.

Europe is increasingly facing the dramatic impacts of intense and unpredictable natural disasters with ensuing loss of life, destruction of property and cultural heritage. Climate change is amplifying the impacts of extreme weather events in Europe and worldwide. Key trends show, for example, how climate change is contributing to increased intensity of forest fires and a longer forest fire season in Southern Europe, the expansion of fire-prone areas northwards, as well as increased storms and risk of flooding. Moreover, in a shared risk landscape, natural disasters do not respect national borders and require therefore increased collaboration among Member States and between Member States and the European Neighbourhood.

Throughout Europe, there is a wide range of specialised expertise, knowledge, technologies and capacities available that focus on specific disaster-related risks, often in relation to the country-specific hazards. The UCPM should be able to capitalise on this excellence and ensure linkages with the expertise and operational capacities in a given Participating State (e.g. universities, training/research centres, private sector, etc.). In this spirit, the legislative proposal to amend the UCPM, which is currently being negotiated, includes three related elements aimed at strengthened disaster risk management and relevant to the objective of this preparatory action. On the one hand, it proposes a dual system of response capacities: a reserve of civil protection response capacities, to be known as rescEU, to complement national capacities; and a more effective and dynamic contribution from Member States through a European Civil Protection Pool. On the other hand, the proposal includes the establishment of a Knowledge Network focusing on enhanced and more comprehensive training and exercise activities, and on the use of science-based methodologies for civil protection and crisis management preparedness and response efforts. This Network should aim at increasing synergies among specialised training and exercise centres and at reinforcing their inter-operability by making the best use of national expertise and existing structures. This would provide the UCPM with a more robust scientific and knowledge base to better address the changing risk landscape, and increase the participatory approach of the Mechanism.

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6 COM(2017) 772 final
The 6th European Civil Protection Forum, which took place in March 2018, stressed furthermore the importance of a regional approach in disaster preparedness in the Union, in particular with regards to wildfire risks.

The Preparatory Action will be based on existing EU policies and activities, including the European Commission Disaster Risk Management Knowledge Centre (DRMKC). The DRMKC provides a networked approach to the science-policy interface in disaster risk management, across the Commission, EU Member States and the disaster risk management community within and beyond the EU.

The European Parliament’s proposal for the creation of a network of relevant hubs is therefore a pertinent initiative to take a first step in the direction of strengthening disaster risk management, and to reflect and explore concrete ways how the UCPM can support the establishment of a network of civil protection and disaster management hubs.

At the current stage, initiatives similar to the proposed hubs exist, such as the European Union Chemical Biological Radiological and Nuclear Risk Mitigation Centres of Excellence Initiative (or EU CBRN CoE), launched in response to the need to strengthen the institutional capacity of countries outside the European Union to mitigate CBRN risks. However, currently, no similar EU-supported initiative aiming at the development of hubs for civil protection and disaster management exists.

### 2.2 Objective of the contract

The overall objective of the project is to develop a concept for European hubs for civil protection and disaster management. The main role of the hubs will be to ensure an optimum use of the disaster risk management knowledge and expertise that exists in Europe, through its further integration into existing practice, and vice versa.

The project will develop one European pilot hub, focused on wildfires risk management (including mega-fires risks in the Union). The project shall bring together four different components: (i) study and analysis; (ii) applied sciences for risk assessment to support decision-making process in emergency response; (iii) preparedness actions, such as multinational specialised training and exercises, and (iv) increased response capabilities.

The project will ensure the linkage of the different phases of the disaster risk management cycle. A model for other risks (or sectors), such as floods and new emerging risks, will be put forward based on the experience of the pilot hub.

The Preparatory Action shall support the objective of the UCPM, and scale up the European dimension of disaster risk management, particularly in view of the rescEU proposal. It must be furthermore in line with the work already undertaken by the European Commission in this field. The action and its components need to be coherent and foster synergies with EU policy and

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8 Disaster Risk Management Knowledge Centre (DRMKC), http://drmkc.jrc.europa.eu/
actions on climate change adaptation. The action will be also linked to the DRMKC, in particular to avoid duplication of existing activities.

The duration of the project will be of 13 months.

2.3 Description of the tasks

2.3.1 Task 1 – Project Management

This task should include activities related to the management of the project, such as allocation of resources, project monitoring, communication and the preparation and quality check of the tender deliverables.

A project steering committee should be established and at least three meetings of the committee shall be convened in Brussels, i.e. to launch the project (kick off), monitor the project activities (interim report) and validate final results (final report). DG ECHO and other relevant services of the European Commission shall be invited to each of these meetings.

2.3.2 Task 2 – Study and analysis

This task shall aim at formulating the concept of European hubs for civil protection and crisis management, identifying and developing the pilot hub for wildfires risk management, and collecting lessons related to the pilot. The concept might serve to support the rescEU proposal in enhancing response capacities across the Union, in particular in regard to its replicability to other risks.

More specifically under this task the contractor shall:

(a) Map existing initiatives, infrastructure and projects (e.g. training and exercise centres, universities and research centres, centres of excellence, logistics bases for response capacities) for research, preparedness and response capacities in the Participating States of the UCPM. The inclusion of initiatives, infrastructures and projects in the EU neighbourhood\(^9\) will be considered of added value. As a result, the mapping shall identify the pilot hub where the further activities of the project will be hosted.

(b) Formulate a definition of a civil protection and disaster management hub, including its functioning in emergency response in general, and wildfires risk management in particular; and elaborate a co-operation framework with the European Commission and its relevant Services as well as other Participating States;

(c) From the establishment of the hub on wildfire risk management, distil important and relevant lessons or aspects applicable to other disaster-related risks and put forward a possible model to

\(^9\) This would include the countries formally taking part of the UCPM and in addition, Albania, Bosnia and Herzegovina, Kosovo* (*This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo Declaration of Independence), Belarus, Moldova, Ukraine, Armenia, Azerbaijan, Georgia, Egypt, Algeria, Libya, Israel, Jordan, Lebanon, Morocco, Tunisia and Palestine (This designation shall not be construed as recognition of a State of Palestine and is without prejudice to the individual positions of the Member States on this issue).
expand the focus of the hubs to other disaster-related risks (including floods and other new and emerging risks) or sectors.

This task shall be implemented through preparatory desk work, and consultation with experts within workshops including also risk-specific experts coming from the civil protection authorities of Participating States, training centres and relevant stakeholders in the scientific community. At least one workshop (covering wildfires, floods and new emerging risks or sectors) shall be organised and Participating States (at least 2 representatives per Participating State and per workshop) shall be invited.

2.3.3 Task 3 – Science for assessing risk and planning response operations

This task shall aim for the pilot hub to test existing European and national platforms, tools and methodologies on disaster-related risk assessments, risk information and early warning, and support the planning of response operations at European level in the field of wildfire risk management (science to support response operations). To this end, the contractor shall organise at least one workshop, including related scenario-based discussions (or simulations for response planning) with the scientific community, management- and operational staff of the Participating States. The aim of the workshop will be to test risk assessment and early warning systems in support of emergency response operations and, ultimately, identify possible recommendations. The contractor shall cover the accommodation and travel costs for the participants and workshop facilitators. The workshop and scenario-based discussions will be at least 2 working days and target twenty-four (24) participants.

The contractor will have to build on the experience recently developed within the European Union in the UCPM, and collaborate with existing initiatives, including the Disaster Risk Management Knowledge Centre, and related activities (e.g. EFFIS work package on building a fire management and scientific partnership to improve science- and experience-based advice for wildfires’ preparedness and response). The results of the Project For Policy (P4P) report of European Commission Directorate General for Research and Innovation (forthcoming), which summarises the results of over twenty years of EU research into wildfires and wildfire management, shall also be taken into account.

Particular attention should be paid to the early warning and information sharing systems and the scientific analysis, developed with the support of the DG Joint Research Centre, and that enable European Commission Emergency Response Coordination Centre (ERCC) to provide timely and reliable information to Participating States as well as to other stakeholders involved in disaster response. In the case of wildfires, the main systems are the European Forest Fire and the Global Wildfire Information Systems (EFFIS and GWIS).

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Furthermore, the contractor will need to provide one expert to participate in at least four events organised and hosted by the European Commission on forest fire risk management, in planning working groups and, where relevant, in the scientific fire management expert partnership for wildfires. The contractor shall cover the accommodation and travel costs for the expert.

2.3.4 Task 4 – Cross-border preparedness

This task shall be aimed at testing a number of preparedness activities for national experts and verifying how they can be integrated into one hub and better support UCPM preparedness programme.

The task includes for the pilot hub to design, to plan, to conduct and to self-evaluate training courses and simulation exercises. The objective of the courses will be to create a group of specialised personnel in the Participating States for international co-operation and response operations under the UCPM. The courses shall address management staff (disaster management coordinators) and operational staff. It will also identify training gaps, educational standards and possible areas for capacity building in the field of wildfire risk management and in line with the UCPM training programme. Curricula should take stock of existing UCPM training programme activities and complement them.

Contents should include Host Nations Support and related sectoral procedures for wildfire response operations in cross-border and international scenarios.

As a result, the contractor shall deliver at least two training courses for twenty-four participants each, including two from EU Neighbourhood countries. Training material to support the curricula will be developed. The use of a combination of different training formats (classroom lessons, practical sessions and working group setting) is highly recommended. Innovative training methodologies and, if applicable, technologies should be applied and/or used. Training courses should be organised in the hub. Each course should last for up to three full course days. English will be the working language.

Accommodation and travel cost for the trainers and participants are covered by the tenderer.

The contractor shall produce a final document on the training curricula and methodology related to training courses and recommendations for its possible future application within the UCPM training programme.

Furthermore, one expert provided by the contractor will be requested to participate in the specific working group set up in the framework of the civil protection committee (e.g. Training Policy Group) and forest fires related meetings organised by the Commission.

In the offer, the tenderer will present a training course outline describing the objectives of the training courses, their content and methodology(ies) proposed.

2.3.5 Task 5 – Response Governance

This Task shall serve for the pilot hub to develop, consolidate and finalise multi-national standard operational procedures (SOPs) and protocols for improving the disaster response governance, with special reference to wildfires. The Task will take into account the results of the preparedness activities (Task 4), also making use of the community of specialised personnel and national experts.
The contractor shall take stock of recent and ongoing actions. This shall also include the Host Nation Support framework, interoperability and safety measures as well as logistics for response capacities (maintenance and deployment). To this purpose, the contractor shall establish a working group with representatives of all relevant actors at both technical and decision-making level. One meeting will be organised during the course of the project.

2.3.6 Task 6 – Outreach

The contractor shall promote the project activities and achievements during the implementation phase of the contract (e.g. presentations in official fora, such as at Commission working group meetings and Civil Protection Committee meetings), also through the Disaster Risk Management Knowledge Centre. The contractor shall organise a final conference in the venue of the identified hub to present the project results and the concept of a possible model for a network of European hubs for other risks (including floods and other emerging risks).

2.4 Deliverables, reporting and payments

The contractor shall provide the required deliverable, reports and documents as follows:

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Description</th>
<th>Timeline From starting date of the contract</th>
<th>Reports/Deliverables to be submitted by the contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Project Management</td>
<td>Kick-off Meeting/first Steering Committee</td>
<td>M 1</td>
<td>The minutes of the meeting should include key discussion points, action plan and list of participants. The minutes shall be submitted to DG ECHO no later than 7 calendar days after the meeting.</td>
</tr>
<tr>
<td>Task 1 – Project Management</td>
<td>Steering Committee</td>
<td>M 5-12</td>
<td>Mid-term results validated, final report approved on the lessons and model for risk-based hubs</td>
</tr>
<tr>
<td>Task 1 – Project Management</td>
<td>Interim Report and Final project report</td>
<td>M 6 - 13</td>
<td>The European Commission will approve or make comments within 60 days from submission. The contractor will have 10 days to submit additional information or corrections.</td>
</tr>
<tr>
<td>Task 2a – Study and analysis</td>
<td>Mapping of existing initiatives, infrastructure and projects</td>
<td>M 3</td>
<td>Preliminary mapping and identification of the pilot hub</td>
</tr>
<tr>
<td>Task 2b – Study and analysis</td>
<td>I workshop to define the hub for civil protection and crisis management</td>
<td>M 5</td>
<td>Report including Preliminary hub definition</td>
</tr>
<tr>
<td>Task 2c –</td>
<td>Distil lessons identified</td>
<td>M 9</td>
<td>Report on the study covering</td>
</tr>
<tr>
<td>Study and analysis</td>
<td>and a possible model mapping of existing initiatives, infrastructure and projects, definition of hubs, the lessons identified and model for other hubs</td>
<td></td>
<td></td>
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<tr>
<td>Task 3 – Risk prevention</td>
<td>Science to support response operations – 1 workshop and scenario based discussions Workshop report, including recommendations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 4 – Cross border preparedness</td>
<td>Design and deliver a training course, including simulation exercises for crisis coordinators - Training material and final report, including recommendations - Training course delivered and 24 experts trained</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 4 – Cross border preparedness</td>
<td>Design and deliver a training course, including simulation exercises for operational staff - Training material and final report, including recommendations - Training course delivered and 24 experts trained</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 5 – Response Governance</td>
<td>1 meeting on Multinational SOPs Proposal for multi-national SOPs (meeting report)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 6 – Outreach</td>
<td>1 final conference 50 participants and wider public informed</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All reports/deliverables and general communication should be in English, unless otherwise agreed by the European Commission.

The final report will comprise both financial and technical aspects of the project. The report should be delivered in paper copies. Also, all reports/deliverables should be made available in electronic format unless otherwise agreed by the European Commission.

The Contractor may be required to provide a guarantee for the amount of the pre-financing equivalent to 30% of the amount of the contract in compliance with Article I.5 of the contract.

The interim payment up to 40% will be paid upon acceptance by the Commission of the interim report.

The Commission reserves the right to cancel the pre-financing foreseen, according to its management risk analysis.
3. EVALUATION AND AWARD

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

3.1. Verification of non-exclusion

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

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose share of the contract is above 30% and/or whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose share of the contract is above 30% and/or whose capacity is necessary to fulfil the selection criteria.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.
3.2. Selection criteria

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

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.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

3.2.1. Declaration and evidence

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 2), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them individually. For the criteria applicable to the tenderer as a whole the tenderer (sole tenderer or leader in case of joint tender) must provide the declaration on honour stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria for which a consolidated assessment will be carried out.

This declaration is part of the declaration used for exclusion criteria (see section 3.1) so only one declaration covering both aspects should be provided by each concerned entity.

After contract award, the successful tenderer will be required to provide the evidence mentioned below before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

3.2.2. Legal and regulatory capacity

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:

- 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 applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

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

3.2.3. Economic and financial capacity criteria

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

- Criterion F1: Annual turnover of the last two financial years above EUR 3 000 000 per year. This criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.

- Criterion F2: Liquidity. The current ratio must be >1.
  
  Current ratio = Current asset (3)/ Short–term debt (5.2.1+5.2.2)\(^{11}\)

  In case of a consortium, at least one member of the consortium shall fulfil this criterion.

Evidence to be provided:

- The simplified balance sheet as per the template provided in Annex 7.

In the event that the tenderer is unable to complete the form as proposed above, the following alternative would be acceptable:

- Copy of the profit and loss accounts and balance sheet for the last two years for which accounts have been closed from each concerned legal entity;

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its 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. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.2.4. Technical and professional capacity criteria and evidence

A. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below. The project references indicated below consist in a list of relevant services provided in the past three years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

\(^{11}\) The figures mentioned between brackets refer to the respective accounts listed in Annex 7.
Criterion A1: The tenderer must have at least three years of professional experience in civil protection activities, in particular in prevention and preparedness actions, including in UCPM training courses and EU risk prevention initiatives. Experience in wild fires management would be an added value.

Evidence A1: the tenderer must provide a list of the services carried out in the last three years, with the sums, dates, place and recipient, public or private. One part of the list shall explicitly refer to the services provided in the area of the civil protection.

Criterion A2: The tenderer must have at least two years of professional experience in organising similar programmes involving multiple countries in a European dimension in the area of civil protection and preparedness.

Evidence A2: the tenderer must provide a list of the services carried out in the last two years, with the sums, dates, place and recipient, public or private.

Criterion A3: The tenderer must prove capacity to work in English and to deliver all documentation in English.

Evidence A3: the tenderer must provide references for two projects delivered in the last three years showing the necessary language coverage.

B. Criteria relating to the team delivering the service:

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

Evidence will consist in CVs of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service.

Criterion B1 - Project Manager: At least 10 years' experience in project management, including overseeing project delivery, quality control of delivered service; good knowledge of the UCPM and preparedness tools in project of a similar size (at least € 1 000 000) and coverage (at least 7 countries covered), with experience in management of team of at least three people.

Evidence B1: CV

Criterion B2 – Senior Forest fire risk management Expert: At least seven years of professional experience. Relevant higher education degree or equivalent professional experience and at least five years' professional experience in the field.

Evidence B2: CV

Criterion B3 – Senior Training Expert: At least seven years of professional experience. Relevant higher education degree or equivalent professional experience and at least five years' professional experience in the field of the civil protection and possibly UCPM training programme. Specific expertise in forest fires is highly recommended.

Evidence B3: CV

Criterion B4 – Junior Project Expert: at least two members of the team should assist the linkages between the tasks and ensure the organisational aspects of meetings and events.
3.3. Qualitative award criteria

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

- Award criterion 1 - Quality of the proposed methodology (50 points – minimum score 50%)

This criterion will assess the suitability and strength of the offer as measured against the requirements of the specifications in terms of the technical content, completeness and originality of ideas (where appropriate). More specifically:

1.1. Outline of the approach proposed for contract implementation. Strategies and organisation of the design, planning and implementation of the action. Give the reasons for the proposed methodology – 20 points

1.2. Explanation on how to ensure the achievement of the objective of the contract. Give a list of the proposed activities considered necessary to achieve the contract objectives. – 20 points

1.3. Explanation on how to ensure synergies with the work already undertaken by the European Commission in this field – 10 points

Explanations on how the project can support the objective of the Union Civil Protection Mechanism (UCPM) to scale up the European dimension of disaster risk management, particularly in view of the recent legislative proposal amending the Union Civil Protection Mechanism, will be considered a clear added value to the offer.

- Award criterion 2 - Organisation of the work and resources (30 points – minimum score 50%)

This criterion will assess how the roles and responsibilities of the proposed team, including how the European dimension is ensured, are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer. It is not a budget requested as part of the financial offer.

- Award criterion 3 - Quality control measures (20 points – minimum score 50%)

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

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 70% in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.
3.4. Price

The reference price for the award of the contract will consist of the total amount of the financial offer of 13 months.

3.5. Ranking of tenders

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below.

A weight of 65/35 is given to quality and price.

\[
\text{Score for tender X} = \frac{\text{cheapest price}}{\text{price of tender X}} \times 100 \times \text{price weighting (35\%)} + \text{total quality score (out of 100)} \times \text{quality criteria weighting (65\%)}
\]

The tender ranked first after applying the formula will be awarded the contract.

4. ANNEXES

1. Tenderer’s Identification Form
2. Declaration of honour on exclusion criteria and selection criteria
3. Power of attorney (mandate in case of joint tender)
4. Subcontractors – letter of intent
5. Checklist of documents to be submitted
6. Draft contract
7. Financial and economic form
8. Letter for pre-financing guarantee
## ANNEX 1 – Identification of the tenderer

(Each service provider, including any member of a consortium or grouping must complete and sign this identification form)

Call for tenders ECHO/A4/SER/2018/15

<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)¹²</td>
<td></td>
</tr>
<tr>
<td>Is the tenderer a Small or Medium Enterprise (SME)? (Yes or No)</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>
<tr>
<td>Position (e.g. manager):</td>
<td></td>
</tr>
<tr>
<td>Telephone number:</td>
<td></td>
</tr>
</tbody>
</table>

¹² For natural persons.
Fax number:  
E-mail address:  

<table>
<thead>
<tr>
<th><strong>Legal Representatives</strong></th>
</tr>
</thead>
</table>
| **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 organisation**

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid. |

| **Surname:**  
**First name:** | **Signature:** |

---

13 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 selection criteria

The undersigned [insert name of the signatory of this form], representing:

<table>
<thead>
<tr>
<th>(only for natural persons) himself or herself</th>
<th>(only for legal persons) the following legal person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ID or passport number:</td>
<td>Full official name:</td>
</tr>
<tr>
<td></td>
<td>Official legal form:</td>
</tr>
<tr>
<td></td>
<td>Statutory registration number:</td>
</tr>
<tr>
<td></td>
<td>Full official address:</td>
</tr>
<tr>
<td></td>
<td>VAT registration number:</td>
</tr>
</tbody>
</table>

(1) declares whether the above-mentioned person is in one of the following situations or not:

<table>
<thead>
<tr>
<th>SITUATION OF EXCLUSION CONCERNING THE PERSON</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) it is bankrupt, subject to insolvency or</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>winding up procedures, its assets are being</td>
<td></td>
<td></td>
</tr>
<tr>
<td>administered by a liquidator or by a court,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>it is in an arrangement with creditors, its</td>
<td></td>
<td></td>
</tr>
<tr>
<td>business activities are suspended or it is in</td>
<td></td>
<td></td>
</tr>
<tr>
<td>any analogous situation arising from a similar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>procedure provided for under national legislation or regulations;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) it has been established by a final judgement or a final administrative decision that</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>the person is in breach of its obligations relating to the payment of taxes or social</td>
<td></td>
<td></td>
</tr>
<tr>
<td>security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) it has been established by a final judgement or a final administrative decision that</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(ii) entering into agreement with other persons with the aim of distorting competition;</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(iii) violating intellectual property rights;</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(d) it has been established by a final judgement that the person is guilty of any of the following:</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
Act of 26 July 1995;

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;</td>
<td></td>
</tr>
<tr>
<td>(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;</td>
<td></td>
</tr>
<tr>
<td>iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;</td>
<td></td>
</tr>
<tr>
<td>(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;</td>
<td></td>
</tr>
<tr>
<td>(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;</td>
<td></td>
</tr>
<tr>
<td>(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union’s budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;</td>
<td></td>
</tr>
<tr>
<td>(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;</td>
<td></td>
</tr>
<tr>
<td>(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:</td>
<td></td>
</tr>
<tr>
<td>i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</td>
<td></td>
</tr>
<tr>
<td>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</td>
<td></td>
</tr>
<tr>
<td>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</td>
<td></td>
</tr>
<tr>
<td>iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</td>
<td></td>
</tr>
<tr>
<td>v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</td>
<td></td>
</tr>
</tbody>
</table>
(2) declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:

<table>
<thead>
<tr>
<th>SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Situation (c) above (grave professional misconduct)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Situation (d) above (fraud, corruption or other criminal offence)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Situation (e) above (significant deficiencies in performance of a contract)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Situation (f) above (irregularity)</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

(3) declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:

<table>
<thead>
<tr>
<th>SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Situation (a) above (bankruptcy)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Situation (b) above (breach in payment of taxes or social security contributions)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

(4) declares whether the above-mentioned person is in one of the following situations or not:

<table>
<thead>
<tr>
<th>GROUNDS FOR REJECTION FROM THIS PROCEDURE</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(h) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(i) has provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>(5) acknowledges that the above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (d) of this declaration.

**EVIDENCE UPON REQUEST**
Upon request and within the time limit set by the contracting authority the person shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates 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 person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.
(6) declares whether the above-mentioned person complies with the selection criteria as provided in the tender specifications:

<table>
<thead>
<tr>
<th>SELECTION CRITERIA</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 3.2 of the tender specifications;</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>(b) It fulfills the applicable economic and financial criteria indicated in section 3.2 of the tender specifications;</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>(c) It fulfills the applicable technical and professional criteria indicated in section 3.2 of the tender specifications.</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>(7) declares that the above-mentioned person will be able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Full name

Date

Signature
ANNEX 3 – Power of attorney
mandating one of the partners in a joint tender as lead partner and lead contractor

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:

---

14 To be filled in and signed by each partner in a joint tender except the lead partner.
ANNEX 4 – Letter of intent for subcontractors

Call for tenders [reference]

The undersigned: …………………………………………………………………………………

representing

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 Article II.24 in relation with checks and audits.

Full name

Date  Signature
ANNEX 5 - 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 depending on the role of each economic operator in the tender (coordinator/group leader in joint tender, partner in joint tender, single contractor, main contractor, subcontractor).

Some of the documents are only relevant in cases of joint tenders or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

<table>
<thead>
<tr>
<th>Description</th>
<th>Coordinating or group leader in joint tender</th>
<th>All partners in joint tender</th>
<th>Single or Main contractor</th>
<th>Sub-contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power of attorney of partners in joint tender indicating the group leader (see annex 3)</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
</tr>
<tr>
<td>Letter of intent of subcontractor (see annex 5)</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
</tr>
<tr>
<td>Legal Entity Form (see section 1)</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
</tr>
<tr>
<td>Download the form from: <a href="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</a></td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
</tr>
<tr>
<td>Supporting documents for the Legal Entity File Form (if not provided previously)</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
</tr>
<tr>
<td>Financial Identification form: <a href="http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm">http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm</a></td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
</tr>
<tr>
<td>Declaration on Exclusion Criteria and selection Criteria (see 3.1, 3.2 and annex 2)</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
<td>n/A</td>
</tr>
<tr>
<td>Evidence of Economic and financial capacity (see annex 4)</td>
<td>n/A (if required in 3.2)</td>
<td>n/A (if required in 3.2)</td>
<td>n/A (if required in 3.2)</td>
<td>n/A</td>
</tr>
<tr>
<td>Evidence of Technical and professional capacity Go to the following page to fill in the CV: <a href="http://europass.cedefop.europa.eu/en/documents/curriculum-vitae">http://europass.cedefop.europa.eu/en/documents/curriculum-vitae</a></td>
<td>n/A (if required in 3.2)</td>
<td>n/A (if required in 3.2)</td>
<td>n/A (if required in 3.2)</td>
<td>n/A</td>
</tr>
</tbody>
</table>
ANNEX 6 - Draft contract

Please see separate document
ANNEX 7 – Financial and economic form

Explanation – please read carefully before completing the financial capacity form

Simplified balance sheet and profit and loss account

Tenderers shall indicate if they are a profit or a non profit making company / organisation.

Within the form, financial data based on the company’s /organisation’s balance sheet are collected in a standardised form. Please find below a correspondence table giving an explanation on the regrouping of different accounts respecting the 4th Accounting Directive. You should complete this form carefully. Given its complexity, it is recommended that the form be completed by a professional accountant or an auditor. The data reported will be used to evaluate the financial viability of the company/organisation. Thus it is very important that data reported are accurate. The Commission may wish to cross check the data with those reported in the official certified accounts. For this purpose the Commission reserves the right to ask for further documentation during the evaluation process.

The amounts have to be filled out in euros (use the exchange rate of the closing date of the accounts).

Abbreviations t-1 and t₀

The abbreviation t₀ represents the last certified historical balance sheet and profit and loss account; t-1 is the balance sheet prior to the last certified one. Consequently, the closing date t₀ is the closing date of the last certified historical balance sheet; the closing date t-1 is the closing date of the balance sheet prior to the last one. Duration t₀ is the number of months covered by the last historical balance sheet. Duration t-1 is the number of months covered by the penultimate certified historical balance sheet.

<table>
<thead>
<tr>
<th>BALANCE SHEET</th>
<th>CORRESPONDANCE 4th ACCOUNTING DIRECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASSETS</td>
<td>ASSETS / 4th ACCOUNTING DIRECTIVE (Article 9)</td>
</tr>
<tr>
<td>1. Subscribed capital unpaid</td>
<td>A. Subscribed capital unpaid</td>
</tr>
<tr>
<td>2. Fixed assets</td>
<td>C. Fixed Assets</td>
</tr>
<tr>
<td>2.1. Intangible fixed assets</td>
<td>B. Formation expenses as defined by national law</td>
</tr>
<tr>
<td></td>
<td>C. I. Intangible fixed assets</td>
</tr>
<tr>
<td></td>
<td>C.I.3. Goodwill, to the extent that it was acquired for valuable consideration</td>
</tr>
<tr>
<td></td>
<td>C.I.4. Payments on account</td>
</tr>
<tr>
<td>2.2. Tangible fixed assets</td>
<td>C.II. Tangible fixed assets</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3. Financial assets</td>
<td>C.III. Financial assets</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 3. Current assets

<table>
<thead>
<tr>
<th>3. Current assets</th>
<th>D. Current assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1. Stocks</td>
<td>D.I. Stocks</td>
</tr>
<tr>
<td>3.2.1. Debtors due after one year</td>
<td>D.II. Debtors, due and payable after more than one year</td>
</tr>
<tr>
<td>3.2.2. Debtors due within one year</td>
<td>D.II. Debtors due and payable within a year</td>
</tr>
<tr>
<td>3.3. Cash at bank and in hand</td>
<td>D.IV. Cash at bank and in hand</td>
</tr>
<tr>
<td>3.4. Other current assets</td>
<td>D.III Investments</td>
</tr>
</tbody>
</table>

## 4. Capital and reserves

<table>
<thead>
<tr>
<th>4. Capital and reserves</th>
<th>A. Capital and reserves</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1. Subscribed capital</td>
<td>A.I. Subscribed capital</td>
</tr>
<tr>
<td>4.2. Reserves</td>
<td>A.III. Revaluation reserve</td>
</tr>
</tbody>
</table>
### A.IV.3. Reserves provided for by the articles of association

- A.V Profit and loss brought forward from the previous years

### A.IV.4. Other reserves

- A.VI. Profit or loss for the financial year

### 5. Creditors

#### 5.1. 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. Short term non-bank debt

- B. Provisions for liabilities and charges (= one year)
- C. Creditors (= one year)
- B.1. Provisions for pensions and similar obligations
- B.2. Provisions for taxation
- B.3. Other provisions
- C.1. Debenture loans, showing convertible loans separately
- C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks
- C.4. Trade creditors
- C.6. Amounts owed to affiliated undertakings
- C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests
- C.8. Other creditors including tax and social security
- C.9. Accruals and deferred income

#### 5.2.2. Short term bank debt

- C. Creditors "credit institutions" (= one year)
- C.2. Amounts owed to credit institutions
- C.5. Bills of exchange payable

### Total liabilities

- Total liabilities
<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>1.</th>
<th>2.</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Variation in stocks</td>
<td>2. Variation in stock of finished goods and in work in progress</td>
<td>2. Variation in stocks of finished goods and in work in process</td>
</tr>
<tr>
<td>8. Other operating income</td>
<td>3. Work performed by the undertaking for its own purposes and capitalized.</td>
<td>4. Other operating income</td>
</tr>
<tr>
<td>9. Costs of material and consumables</td>
<td>5. (a) Raw materials and consumables</td>
<td>5. (a) Raw materials and consumables</td>
</tr>
<tr>
<td>10. Other operating charges</td>
<td>8. Other operating charges</td>
<td>8. Other operating charges</td>
</tr>
<tr>
<td>11. Staff costs</td>
<td>6. Staff costs</td>
<td>6. (a) Wages and salaries</td>
</tr>
<tr>
<td>12. Gross operating profit</td>
<td>Gross operating profit.</td>
<td>6. (b) social security costs, with a separate indication of those relating to pensions</td>
</tr>
<tr>
<td>13. Depreciation and value adjustments on non-financial assets</td>
<td>7. (a) Value adjustments in respect of formation expenses and of tangible and intangible fixed assets</td>
<td>7. (a) Value adjustments in respect of formation expenses and of tangible and intangible fixed assets</td>
</tr>
<tr>
<td>14. Net operating profit</td>
<td>Gross operating profit - Depreciation and value adjustments on non-financial assets</td>
<td>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</td>
</tr>
<tr>
<td>15. Financial income and value adjustments on financial assets</td>
<td>Financial income and value adjustments on financial assets</td>
<td>9. Income from participating interests</td>
</tr>
<tr>
<td>16. Interest paid</td>
<td>Interest paid</td>
<td>10. Income from other investments and loans forming part of the fixed assets</td>
</tr>
<tr>
<td>17. Similar charges</td>
<td>Similar Charges</td>
<td>11. Other interest receivable and similar income</td>
</tr>
<tr>
<td>18. Profit or loss on ordinary activities</td>
<td>Profit or loss on ordinary activities</td>
<td>12. Value adjustments in respect of financial assets and of investments held as current assets</td>
</tr>
<tr>
<td>19. Extraordinary income and charges</td>
<td>Extraordinary income and charges</td>
<td>13. Interest payable and similar charges</td>
</tr>
<tr>
<td>20. Taxes on profits</td>
<td>Taxes</td>
<td>14. Tax on profit or loss on ordinary activities</td>
</tr>
<tr>
<td>21. Profit or loss for the financial year</td>
<td>Profit or loss for the financial year</td>
<td>15. Profit or loss on ordinary activities after taxation</td>
</tr>
</tbody>
</table>

20. Other taxes not shown under the above items

21. Profit or loss for the financial year
Click on the icon below to open the form and complete it.

Simplified balance sheet.xlsx
ANNEX 8 – Letter for pre-financing guarantee

LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE

[Insert name and address of financial institution or bank (Letterhead)]

[Insert place and date]

European Union
Represented by the European Commission
Directorate-General [insert name] – Unit [insert name]
B – 1049 Belgium


ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned [insert name and address of the financial institution or bank] (‘the Guarantor’) hereby confirm that we give the European Union, represented by the European Commission (‘the Commission’), an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR [insert amount in figures and in words]

upon simple demand, for guarantee of the pre-financing(s) stipulated in the contract ECHO/A4/SER/2018/15: (‘the contract’) concluded between the Commission and [insert name and address], (‘the Contractor’).

ARTICLE 2 – EXECUTION OF GUARANTEE

If the Accounting Officer of the Commission gives notice that the Contractor has for any reason failed to reimburse pre-financings paid by the Commission, we, acting for account of the Contractor, shall pay immediately up to the above amount, in EUR, without exception or objection, into [a bank account designated by the Commission] [the following bank account: [insert number]], on receipt of the first written request from the Commission. We shall inform the Commission in writing as soon as the payment has been made.

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.

2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern its obligations under the contract.

3. We shall inform immediately the Commission in writing, by registered letter or by courier with written receipt or equivalent, in the event of a change of our legal status, ownership or address.

ARTICLE 4 – DATE OF ENTRY INTO FORCE

This guarantee shall come into force upon its signature. If, on the date of its signature, the pre-financing has not been paid to the Contractor, this guarantee shall enter into force on the date on which the Contractor receives the pre-financing.
ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission’s written consent.

2. This guarantee shall expire on return of this original document by the Commission to our offices.

3. This must occur at the latest 30 days after the payment of the balance under the contract or four months after the notification of the corresponding debit note.

4. After expiry, this guarantee shall become automatically null and no claim relating thereto shall be receivable for any reason whatsoever.

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

Any dispute concerning this guarantee shall be governed by and construed in accordance with the law of Belgium and shall fall within the sole competence of the Courts of Brussels.

ARTICLE 7 - ASSIGNMENT

The rights arising from this guarantee may not be assigned.

Done at [insert place], on [insert date]

[Signature] [Signature]

[Function at the Financial Institution/Bank] [Function at the Financial Institution/Bank]