



EUROPEAN COMMISSION

Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs

Industrial Transformation and Advanced Value Chains

Brussels, 13/07/2016
grow.ddg1.c.dir(2016)3448477

Dear Sir/Madam,

**Subject: Invitation to Tender – Call for tenders No 531/PP/GRO/IMA/16/1133/9108
- Open procedure**

***Development of a European approach to assess the fire performance of
facades***

Thank you for your interest in the above-mentioned contract. We are pleased to enclose a copy of the procurement documents, consisting of the contract notice published in the Official Journal, this invitation letter, the tender specifications with their annexes and the draft contract.

1. Lodging of the tender

If you are interested in this contract, you should submit a tender in one of the official languages of the European Union.

Your tender should be submitted through the electronic submission system (e-Submission application) at: <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1693>

The tender must be received no later than **16:00 Brussels Local time on 19/09/2016**.

Details on the electronic submission system are provided in annex to this invitation letter (Annex: e-Submission application).

2. Presentation of the tender

Tenders must be drawn up in accordance with the instructions in the tender specifications, and using the model forms indicated in these specifications. The tender specifications and the draft contract are attached to this invitation to tender. The specifications list the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity.

In order to help tenderers presenting a tender, a checklist of the documents to be submitted in the e-Submission application is provided in annex 6.7.

For further modalities on drafting your tender, please refer to section 4 of the tender specifications and to Annex: e-Submission application.

3. Acceptance of terms and conditions

Submission of a tender implies acceptance of the terms and conditions set out in the procurement documents and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Please refer to section 3.3 of the attached tender specifications for further information.

4. Period of validity of the tender

The offer must remain valid for a period of 6 months following the final date for submitting tenders (see in 1. above). During this period, the tenderer may not modify the terms of his tender in any respect.

5. Contact between the tenderers and the Commission

Contacts between the Commission and the tenderers may take place only under exceptional circumstances. Please refer to section 3.2 of the attached tender specifications for further details.

6. Notification of the outcome of the procurement procedure

You will be informed of the outcome of this procurement procedure by e-mail only. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check this e-mail address regularly. Please make sure that the communication from the Commission is not classified as a spam mail.

7. Other provisions

This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.

You may submit any observations concerning the procurement procedure to the contracting authority using the contact means under point 1.9 of the Annex: e-Submission application. If you believe that there was maladministration, you may lodge a complaint to the European Ombudsman within two years of the date when you became aware of the facts on which the complaint is based (see <http://www.ombudsman.europa.eu>).

Within two months of notice of the award decision, you may launch an action for annulment of the award decision. Any request you may make and any reply from us, or any complaint for maladministration, will have neither the purpose nor the effect of suspending the time-limit for launching an action for annulment or to open a new period for launching an action

for annulment. The body responsible for hearing annulment procedures is indicated in Section VI.4.1 of the contract notice.

We look forward to receiving your tender.

Yours sincerely,

Gwenole Cozigou

Annex: e-Submission application; tender specifications and draft contract

Annex - e-Submission application

The tender should be submitted electronically using the e-Submission application, available on the e-Tendering website. Tenders should be submitted within the time limit for receipt of tenders indicated in the invitation to tender.

Make sure your tender is submitted on time. To avoid any complications with regard to late receipt/non receipt of tenders within the deadline, you are advised to submit your tender several hours before the deadline. A tender received after the deadline indicated in the procurement documents will be rejected.

1. STEP BY STEP E-SUBMISSION

The e-Submission application allows economic operators to respond to calls for tender by preparing their tenders electronically in a structured and secured way, and to submit their tenders electronically. The e-Tendering environment is the starting point for launching the e-Submission application.

The e-Submission platform can be accessed by consulting the corresponding call for tender in e-Tendering at the following link: <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1693>.

If you do not have account in the European Commission Authentication System (ECAS), you will be requested to create an account to access to e-Submission application. See 'How to create an ECAS account' for more details at: <https://webgate.ec.europa.eu/cas/eim/external/register.cgi>

1.1 Testing the e-Submission application

In order to familiarise yourself with the system and to test whether your workstation configuration is working correctly with the e-Submission environment, you may use the following test environments at:

Option 1 - Procurement procedures without lots

https://webgate.ec.europa.eu/supplier_portal_toolbox/spots/openSpots.do?CFTUUID=TEST_CFT_2016-NO_LOTS&VERSION=1&CAID=5790001791483&screenWidth=1000&screenHeight=850

Option 2 - Procurement procedures with lots

https://webgate.ec.europa.eu/supplier_portal_toolbox/spots/openSpots.do?CFTUUID=TEST_CFT_2016-3_LOTS&VERSION=1&CAID=5790001791483&screenWidth=1000&screenHeight=850

This will enable you to make a test submission well in advance of the time limit for receipt, as indicated in the invitation to tender letter.

Please note that data and documents uploaded through the test environment are not taken for consideration for a timely submission of the tender.

1.2 Step a: Access to the e-Submission application

After log-on in with your ECAS password, e-Tendering will display a button 'Submit a tender' and you will be able to access e-Submission. When accessing the application for the first time, you are requested to accept the [terms & conditions](#) and acknowledge [the privacy statement of the e-Submission portal](#).

1.3 Step b: Welcome to the tender

The information and documents requested in the tender specifications should be provided using the e-Submission application. In the e-Submission application, please fill in all mandatory fields, marked with a *. Other fields should be completed as appropriate. Tenders must be clear, complete and consistent with the requirements laid down in the tender specifications, including the instructions in this annex..

1.4 Step c: Tendering data

You can either create a tender for the first time or load a draft tender created by you previously from your local disk.

Options 1 to 4 below describe the different ways to submit a tender. Please make sure the required documents and evidence are submitted with your tender.

Option 1: Submission by one tenderer: 'sole tender' in the e-Submission application.

Option 2: Submission by a group: 'joint tender' in the e-Submission application. In case of a group (joint tender) one member of the group must be designated as leader ('joint tender leader' in the e-Submission application).

Option 3: Submission by one tenderer with subcontractors: 'sole tender; involving subcontracting' in the e-Submission application.

Option 4: Submission by a group with subcontractors: 'joint tender; involving subcontracting' in the e-Submission application.

The administrative information concerning the tenderer should be provided for all the entities participating in the bid, in accordance with section 4.2.1 of the Tender Specifications.

1.5 Step d: Qualification – Exclusion criteria

For instructions, please refer to section 4.2.2 of the Tender Specifications.

1.6 Step e: Qualification – Selection criteria

For instructions, please refer to section 4.2.3 of the Tender Specifications.

1.7 Step f: Tender

a. Technical tender

For instructions please refer to section 4.2.4 of the Tender Specifications.

b. Financial tender

For instructions please refer to section 4.2.5 of the Tender Specifications.

1.8 Step g: Tender validation

To continue your submission, please click on 'validate'. A tender preview document will be generated on your local computer. This document is for your records only.

1.9 Step h: Consolidation of tender documents

Once all information and documents have been encoded and uploaded in the e-Submission application, and once you consider that the tender is complete, the application requires to create the consolidated tender package. A tender preparation report will be generated by the e-Submission application.

The application will instruct you to save both files (i.e. the consolidated tender package and the tender preparation report) on your local computer.

The tender preparation report must be signed, using one of the following possibilities:

a) Hand signature (preferably in blue ink): Print out the tender preparation report. The report should be hand signed by an authorised representative of the sole tender or the leading tenderer. The signed document should be scanned and uploaded in the e-Submission application.

In addition, the original of the hand signed tender preparation report must be sent by post, immediately after submission, to the following postal address:

*European Commission
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs
Invitation to tender No: 531/PP/GRO/IMA/16/1133/9108 – C1
Directorate C – Industrial Transformation and Advanced Value Chains
Mr. Gwenole Cozigou, Director
Office address: BREY 10/124
B-1049 Brussels, Belgium*

b) Electronic signature: you may sign electronically with advanced electronic signature based on qualified certificates: the electronically signed tender preparation report must be uploaded in the e-Submission application.

For more details on the electronic Signature policy, please find below:
https://webgate.ec.europa.eu/supplier_portal_toolbox/esubmissionFileProject/files/BT3/essiSignaturePolicy/essiSignaturePolicy_en.pdf

When you attach the tender preparation report, verify that it corresponds to the tender ID displayed on the screen. The contracting authority may reject your tender if you attach a tender preparation report with a different tender ID.

1.10 Step i: Submitting the tender

In order to submit the tender, both (i) the consolidated tender package; and (ii) the electronically signed or scanned hand signed tender preparation report need to be uploaded into the e-Submission application.

To start the submission of your tender, click on 'submit tender'. Please note that by clicking 'submit tender', no more changes can be made to the tender. The system will send a tender receipt confirmation to your e-Submission mailbox, indicating the timestamp put on your tender by the e-Submission system. This timestamp indicates the official time of receipt of the tender and will constitute proof of compliance with the deadline indicated in the invitation to tender.

2. RE-SUBMISSION OR ALTERNATIVE TENDER

After submitting a tender, but within the time limit for receipt of tenders, you may still resubmit the tender. To this end, generate a new consolidated tender package containing the corrected tender documents and resubmit.

In addition, a signed notification should be sent, stating that the previous tender is withdrawn. This notification should be sent by letter to the following postal address:

*European Commission
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs
Invitation to tender No: 531/PP/GRO/IMA/16/1133/9108 – C1
Directorate C – Industrial Transformation and Advanced Value Chains
Mr. Gwenole Cozigou, Director
Office address: BREY 10/124
B-1049 Brussels, Belgium*

3. WITHDRAWAL OF TENDERS

If, after submission, you wish to withdraw your tender, you must send a scanned copy of a signed letter to this e-mail address: GROW-C-FINANCIAL-TEAM@ec.europa.eu identifying the name and reference of the tender (including Tender ID) you wish to withdraw. This notification must be signed by the same authorised legal representative(s) who previously signed the tender in question.

4. DEADLINE FOR RECEIPT OF TENDERS

The tender, including the electronically signed or hand signed scanned copy of the tender preparation report, must be fully uploaded, sent and received within the deadline for receipt of tenders indicated in the invitation to tender.

Please note that it is the responsibility of the tenderer to ensure that the complete tender reaches the destination in due time.

In case of problems with the submission of the electronic tender, we recommend to call the helpdesk, as identified in the e-Submission application, in reasonable time before the time limit for receipt. The time it takes to submit the tender and upload documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the internet service used.

If the contracting authority detects technical defects in the functioning of the e-Submission application, due to which it is impossible to electronically submit and receive tenders, you will be informed of the extension of the time limit by the contracting authority at <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1693>.

For more information on e-Submission, please find below the link to the user manual and frequently asked questions:

https://webgate.ec.europa.eu/supplier_portal_toolbox/esubmissionFileProject/files/BT3/spots/HelpPage_en.html



EUROPEAN COMMISSION
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs

CALL FOR TENDER

No 531/PP/GRO/IMA/16/1133/9108

**DEVELOPMENT OF A EUROPEAN APPROACH TO
ASSESS THE FIRE PERFORMANCE OF FACADES**

Open procedure

TENDER SPECIFICATIONS

TABLE OF CONTENTS

1.1.	DESCRIPTION OF TASKS.....	12
1.2.	BACKGROUND	13
1.3.	REPORTS AND DOCUMENTS.....	15
2.1.	NATURE OF THE CONTRACT	20
2.2.	STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS.....	20
2.3.	TERMS OF PAYMENT	20
2.4.	GUARANTEES.....	20
2.5.	PLACE OF PERFORMANCE.....	21
2.6.	SUBCONTRACTING	21
2.7.	JOINT OFFERS	22
3.1.	DATE AND PLACE OF OPENING OF THE TENDERS	24
3.2.	CONTACT BETWEEN THE TENDERER AND THE COMMISSION	24
3.3.	GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS	25
3.4.	NO OBLIGATION TO AWARD THE CONTRACT	26
3.5.	DATA PROTECTION	26
3.6.	OPPORTUNITIES FOR SMALL AND MEDIUM SIZED ENTERPRISES.....	26
4.1.	HOW TO SUBMIT A TENDER	28
4.2.	STRUCTURE OF THE TENDER	28
4.2.1.	Section One: Administrative information.....	29
4.2.2.	Section Two: The Exclusion and Selection Criteria Form	30
4.2.3.	Section Three: Evidence relating to the selection criteria	31
4.2.4.	Section Four: Technical proposal	31
4.2.5.	Section Five: Financial proposal.....	32
5.1.	APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS	34
5.1.1.	Declaration	34
5.1.2.	Grounds for disqualification	34
5.1.3.	Evidence	35
5.2.	APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS).....	35
5.2.1.	Selection criteria	36
5.2.2.	Evidence of the economic and financial capacity of the service provider(s).....	36
5.2.3.	Evidence of the technical and professional capacity of the service provider(s).....	37

5.3.	APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)	38
5.4.	INFORMATION FOR TENDERERS	39
5.5.	AWARD OF THE CONTRACT	40
6.1.	EXCLUSION AND SELECTION CRITERIA FORM (INVITATION TO TENDER No 531/PP/GRO/IMA/16/1133/9108).....	42
6.2.	DRAFT SERVICE CONTRACT.....	47
6.3.	MODEL GUARANTEE.....	48
6.4.	FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER No 531/PP/GRO/IMA/16/1133/9108	51
6.5.	SUBCONTRACTOR / LETTER OF INTENT 531/PP/GRO/IMA/16/1133/9108.....	52
6.6.	POWER OF ATTORNEY.....	53
6.7.	CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN THE E-SUBMISSION APPLICATION.....	57

1. TECHNICAL SPECIFICATIONS

1.1. DESCRIPTION OF TASKS

Objectives of the project

The objective of the project is the development of a European approach to assess the fire performance of facades and the definition of all relevant details and classifications so that the method can be used for harmonised products standards (in CEN) and for European Assessment Documents (in EOTA) for the relevant construction products (kits) within the framework of implementation of Regulation (EU) 305/2011.

Main tasks of the Contractor

In order to attain the objectives specified in 2.1 the Contractor is expected under the project to undertake the following tasks:

Task 1:

The Contractor is expected to create a concise and complete register of the regulatory provisions of all EU/EFTA Member States which have regulations on the obligatory assessment of construction products used to build facades and of the assessment methods which are referred in the regulatory provisions identified.

The Contractor shall identify the products which are subject to these regulatory assessment provisions and shall also present the full content of each of the assessment methods identified above.

Task 2:

The Contractor shall identify any verifications/assessments complementary to those included in BS 8414-1 which are necessary to respond to existing regulatory needs of EU/EFTA Member States concerning falling facades parts in case of fire, notably, the assessment of falling parts covered by the Swedish method SP105.

Task 3:

The Contractor shall propose (if necessary) any additional technical development work to cover assessment aspects concerning falling facades parts accompanied by a timetable and a precise estimation of the relevant costs.

Task 4:

The Contractor shall identify any EU/EFTA Member States which have regulatory provisions going beyond the preferred option described in chapter 1.1 above. The Contractor shall analyse these provisions which may be the reason for objections of Member States authorities to the preferred option described in chapter 1.1 and must propose adequate solutions to overcome such objections including objections formulated during the execution of the contract.

The Contractor is also expected to propose, if necessary, the additional technical work to develop assessment aspects in order to ensure satisfaction of the regulatory needs of those EU/EFTA Member States accompanied by a timetable and an estimation of the relevant costs.

Task 5:

The Contractor shall develop criteria for the classification of the product performance taking into account the regulatory needs of the EU/EFTA Member States.

Task 6:

On the basis of the preferred option mentioned above in chapter 1.1 and taking into account the results of the previous tasks the Contractor shall propose a complete and detailed product assessment method and a corresponding classification for fire performance of products (kits) for facades. The results of the project (proposed assessment method and classification system) should be of such quality and detail so that they can be immediately introduced in harmonised standards (by CEN Technical Committees) and in European Assessment Documents (by EOTA).

Task 7:

The Contractor shall elaborate the complete and detailed Technical Terms of Reference and a detailed cost estimation of a short and efficient round-robin programme to verify the repeatability and reproducibility of the finalised assessment method proposed in Task 6. The Technical Terms of Reference elaborated by the contractor must contain all the necessary technical details to allow the Commission to conclude a contract for the realisation of the round-robin programme.

Task 8:

The Contractor shall submit the reports and will participate in the meetings foreseen in the clause 1.3.2 below to present the progress of the project at various stages, to note participants' comments and write the minutes of the meetings.

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 the Directive 2014/24/EU.

1.2. BACKGROUND

The Construction Products Regulation (EU) No 2011/305¹, hereinafter referred to as "CPR", entered into force on 24.04.2011 and aims at ensuring the free movement of construction products in the Single Market, while also contributing to the competitiveness and the sustainability of the construction sector.

In particular, the CPR lays down conditions for the marketing of construction products, by establishing harmonised rules on how to express the performance of construction products in

¹ Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC

relation to their essential performance characteristics in the Declaration of Performance (DoP) and on the use of CE marking on those products.

For this reason the Declaration of Performance (DoP) and the CE marking, drawn up and affixed by the manufacturer, are pivotal tools for the marketing of a construction product in the EU and for achieving the goals of the CPR.

The DoP shall be based on the assessment of the product performance in line with the provisions of the relevant harmonised European standard (hEN). For construction products not (or not fully) covered by a hEN, the manufacturer may issue a DoP on the basis of a European Technical Assessment (ETA) issued on the basis of a European Assessment Document (EAD). EADs are elaborated by EOTA.

Harmonised European standards and European Assessment Documents are therefore the basis for assessing the performance of construction products. They are expected to contain the appropriate methods for assessing the performance of the product in respect of all its essential characteristics.

During the last years, the needs for more energy-performing building envelopes in new buildings and in retrofitting existing building stock increased significantly and resulted in a large choice of products offered in the market for façades.

These construction products (kits²) fall under the provisions of the CPR and therefore the relevant hENs and EADs must contain the provisions necessary for their assessment. Till today a European assessment approach to assess the performance of facades in fire does not exist. Therefore there is the need to agree on a European assessment approach so that manufacturers of products for facades which intend to have their products used in the EU will avoid to assess their products using the various methods in line with the current national regulatory approach of the Member States and to have a robust and credible product assessment method when exporting their products outside the European Union.

EOTA has in the past undertaken to develop a European assessment method because most of the products which were concerned by the facade fire performance issue were in the past product which were not covered by harmonised standards. The work in EOTA resulted in the Technical Report **N073**. The proposed work requires further development and significant funding. The consolidation of the knowledge on facade kits initiated standardisation work in CEN which has been covered by a Commission's mandate to CEN to develop harmonised standards for the most common external thermal insulation composite systems (called ETICS).

Taking into account the need for a European assessment approach to assess the fire performance of facades to be used in harmonised standards (by CEN) and in EADs (by EOTA) the European Commission services have reviewed the situation and have presented a proposal to the Member States and the construction products industry in the Standing Committee on Construction in September 2015 aiming at finding a European solution to satisfy the regulatory needs of those Member States which regulate on façade fire performance without obliging manufacturers to retest their products (to the extent possible).

The large majority of the Member States which commented on the Commission's proposal expressed their preference for the following option (the preferred option):

² See definition in Article 2 of CPR.

To use the already developed and broadly used test method described in standard BS 8414-1 complemented by criteria on falling parts as the basis for the European large scale assessment method for facades and to keep (as a second method) the German test method (DIN 4102-20) as the basis for the European medium scale assessment method. If Member States regulators would like to regulate they will be able to refer either to the medium or the large scale method. The performance of products assessed under the large scale assessment method would also be recognised in Member States which regulate on the basis of the medium scale method.

At this stage it is necessary to define the details of the European assessment approach as in the preferred option described above.

1.3. REPORTS AND DOCUMENTS

1.3.1. General Terms

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

Each deliverable shall be submitted in two electronic formats - one compatible with MS Word and the other compatible with Adobe PDF. The Final Report shall also be submitted in these two electronic formats and in three paper copies, in English. It shall be accompanied by an Executive Summary not exceeding 6 pages and an abstract, both in the three official languages of the Commission (EN-DE-FR) and within the same format. The Final Report should respect EC visual identity guidelines that will be communicated to the contractor in due time.

The Contractor will make sure that all the deliverables are verified by a person with a mother-tongue level knowledge of the English language.

1.3.2. List of Deliverables / Meetings

Kick-off Meeting

Within the 2 weeks after the signature of the contract, a kick-off meeting between the Contractor and the Commission will be held in Brussels at the Commission premises. Commission services and the Contractor will discuss the project management and work plan together with the methodology proposed by the Contractor. The meeting will also identify any additional information requirements from the Contractor's side.

Inception Report

Within 6 weeks after the signature of the contract, an Inception Report will be delivered. It will specify the final work programme and describe in detail the final methodological approach to fulfil the tasks foreseen in the contract. In particular, it will contain an outline of the main challenges and risks and propose mitigating measures.

The Inception Report will be discussed with the Commission in a meeting that will take place at the Commission premises two weeks following its delivery. The discussion shall cover the inception report as well as any issue or risk of delay identified. The meeting also aims to assure that there are no misunderstandings between the parties involved in the contract.

Based on the Commission services' comments, the Contractor shall have 10 calendar days to submit a revised inception report.

Progress Report

Within the 20th week after the signature of the contract, a Progress Report shall be delivered to the Commission Services. It will summarise progress on all the tasks, preliminary conclusions and raise any problems encountered. The report will notably present any difficulties encountered and how the Contractor is planning to proceed to overcome these difficulties.

The Progress Report will be discussed with the Commission, technical experts of EU/EFTA Member States and the industry in a special meeting of the Advisory Group Fire (AGF) that will take place in Brussels three weeks following the delivery of the 1st Progress Report. The discussion shall cover the preliminary insights and results as well as their consequences for further work under the contract.

The Contractor shall participate in the meeting of the AGF, present the progress of the project and reply to questions of the participants. The Contractor shall afterwards send to the Commission for approval the minutes of the meeting and the list of comments received within 10 calendar days after the meeting.

Draft Final Report

Within 34 weeks after the signature of the contract, a Draft Final Report will be delivered to the Commission. The Draft Final Report shall cover all points of the work plan and shall include sound analysis of findings and factually based conclusions, in line with the objectives and the tasks described above. It will be written in English, of publishable quality and delivered both in paper and electronic form. The Draft Final Report will take full account of the comments made by the Commission and of the results/comments formulated in the AGF meeting which discussed the Progress Report.

The Draft Final Report will be accompanied by the Comments Handling Document explaining how comments formulated on the Progress Report have been considered.

The Draft Final Report will be discussed with the Commission, technical experts of EU/EFTA Member States and the industry in a meeting of the Advisory Group Fire (AGF) that will take place in Brussels three weeks following its delivery.

The participants may submit comments on the draft Final Report within two weeks after the meeting. Any comments formulated at this stage will have to be considered for the Final Report.

The Contractor shall participate in the meeting of the AGF, present the findings of the project and reply to questions of the participants. The Contractor shall also send to the Commission for approval the minutes of the meeting and a list of comments received within 10 calendar days after the meeting.

Final Report

Within 42 weeks after the signature of the contract, the Final Report will be delivered to the Commission. The Final Report will take full account of the comments made by the Commission and of the results/comments of the AGF meeting.

The Final Report will be accompanied by the Comments Handling Document explaining how comments formulated on the Draft Final Report have been considered.

With the Final Report, the Contractor will deliver an Executive Summary as a separate document, of maximum 6 pages, as well as an abstract (both in EN, DE and FR). The Executive Summary shall include key findings and conclusions. The purpose of the Executive Summary is to act as a reference tool helping the reader to quickly ascertain the project's subject and conclusions.

Two weeks after the delivery of the Final Report, a final meeting will take place at the Commission premises to discuss it.

The Contractor shall have 20 calendar days in which to submit additional information or corrections.

The exact dates of the meetings and the contents of the reports have to be agreed between the Contractor and Commission. All meetings will cover technical issues as well as administrative and financial aspects. The Contractor will be responsible for writing minutes of meetings. The Commission shall review and approve the minutes of each meeting.

During the preparation of the report and to the benefit of the quality and thoroughness of the report, the Commission and the Contractor will maintain a continuous and open exchange of views.

1.3.3 Format of reports

The Contractor must ensure that the inception report, the progress report, the draft Final Report and the Final Report under this contract are clear, concise and operational. Each report must focus and clearly report on what is new, the status of any findings/conclusions (e.g. whether they are tentative or more final), any problems encountered and how they will be surmounted, the next steps and timetable.

Progress Report

The Progress Report will summarise progress on all the tasks, any preliminary conclusions and will notably identify any issues which need to be addressed or guidance which need to be provided.

It will also contain in the annex the register with the details of existing regulatory provisions of EU/EFTA Member States (Task 1), the assessment methods and the products covered by those provisions.

The Progress Report must contain all the information necessary to allow the examination of the key questions and strategic decisions which would need to be addressed in the framework of the contract.

Draft Final Report and Final report:

The Draft Final Report and the Final report will cover all specified tasks and shall include sound analysis of findings, factually based conclusions and detailed technical proposals accompanied by cost estimations, in line with the objectives and tasks described in section 2 above.

The Annexes to the Draft Final Report and Final Report will contain (at least) the register with the details of existing regulatory provisions of EU/EFTA Member States (Task 1) the final technical proposal (Task 6) and the Technical Terms of Reference for the proposed test programme (Task 7).

As the Final Report and its annexes shall be available to the public, no form of confidential data shall be contained therein. When approved by the contracting authority, the Final Report will be published on the Commission's website.

The Draft Final Report and Final Report shall conform to the following scheme:

- Title page
- Table of Contents
- Introduction
- Research methodology
- Facts, figures and key findings
- Technical proposals (including estimates for additional costs and timetables)
- Conclusions
- Annexes

The Draft Final Report will be accompanied by an Executive Summary of no more than 6 pages and an abstract (both in EN, DE and FR).

The Final Report and the Executive Summary shall respect EC visual identity guidelines that will be communicated to the contractor in due time.

Indicative Timetable

Time-line	Meetings	Reports	Payments
Contract signature			Pre-financing (30%)
2 weeks	Kick-off meeting	Minutes	
6 weeks		Draft Inception Report	
8 weeks	Meeting with Commission	Minutes and revised Inception Report	
20 weeks		Progress Report	
23 weeks	AGF Meeting	Minutes	
34 weeks		Draft Final Report	Interim Payment (30%)
37 weeks	AGF Meeting	Minutes	
42 weeks		Final Report and Exec. Summary	
44 weeks	Final meeting	Minutes	
48 weeks	Revised Final Report and Exec. Summary		
52 weeks			Balance payment (40%)

The bid must include a detailed plan of action with description of activities and their timing.

2. CONTRACTUAL CONDITIONS

2.1. NATURE OF THE CONTRACT

Services contract for the development of a European approach to assess the fire performance of facades.

2.2. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on 01/01/2017 if it has already been signed by both contracting parties.

It is expected to be signed in 12/2016.

The duration of the tasks shall not exceed 12 months.

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

Following Article 134.1.(e) and 134.4. of the Rules of Application (Article 104 of the Financial Regulation), some new, similar services may be awarded via a negotiated procedure without prior publication of a contract notice to the economic operator awarded the initial contract. This may be decided only during the execution of the initial contract and for a maximum similar amount as for the initial contract. A new, similar service can be for example to implement the short and efficient round robin programme defined in Task 8 to allow the verification of the repeatability and reproducibility of the finalised assessment method proposed by the Contractor.

2.3. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.4, I.5 & II.21 of the draft service contract (Annex 6.2.).

The payment scheme will consist of

- one pre-financing of 30 %,
- one interim payment of 30 %
- and the balance of 40%.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.5, II.21, II.22 and II.23 and in Annex I to the draft contract referred to above.

2.4. GUARANTEES

The Contractor may be required to provide a guarantee for pre-financing of 30% of the amount specified under I.4.1 of the contract, in compliance with article II.21.5 of the draft contract. The Commission reserves the right to cancel the pre-financing foreseen, according to its

management risk analysis or in the case the awarded tenderer refuses such pre-financing guarantee, and to modify the final version of the contract accordingly.

2.5. PLACE OF PERFORMANCE

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

2.6. SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s)**.

At the level of the liability towards the Commission, tasks provided for in the contract may be entrusted to subcontractors, but **the contractor retains full liability towards the Commission for performance of the contract as a whole**.

Accordingly:

- The Commission will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
- The Commission will privilege direct contacts with the contractor, who is responsible for executing the contract;
- Under no circumstances can the contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault. The contractor remains notably fully responsible for timely execution.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Commission. **The subcontracting arrangement between the contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the Commission to the subcontractor**.

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in paragraph 3.3., in particular article II.24 of the standard service contract by returning the form in annex 6.5., filled in and signed (insert in e-Submission under: "Qualification" -> "Identification of the tenderer" under "Documents").

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.24 of the standard service contract (Annex 6.2.) may be applied to sub-contractors.

Once the contract has been signed, Article II.10 of the above-mentioned service contract shall govern the subcontracting.

Special attention of tenderers is brought to Article II.10.4, according to which the contracting authority may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1.

2.7. JOINT OFFERS

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

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

The documents required and listed in the present specifications must be supplied by every member of the grouping; the checklist in annex 6.7 will help verifying the level of information to be provided according to the role of each entity in the tender.

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

To this end all members of the grouping should sign a **power of attorney** (see models in annex 6.6.). This document must be scanned and included in the offer ("Qualification" -> "Identification of the tenderer" under "Documents"). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

The expression "joint tender leader" in the e-Submission application is equivalent to "Group Leader" or "Group Manager" in the document of power of attorney.

The offer (Tender Preparation Report) has to be signed by the joint tender leader (hand or electronic signature, as explained in point 1.9 of the Annex to Invitation to Tender: e-Submission application).

Partners in a joint offer assume joint and several liability towards the Commission for the performance of the contract as a whole.

Statements, saying for instance: "that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest", or "that more than one contract should be signed if the joint offer is successful", are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

2. Contractual conditions

An economic operator can only participate once as a tenderer, whether as sole tenderer, leader in a joint tender or partner in a joint tender. **The economic operator may however agree to act as a subcontractor in a distinct bid** from which it is participating as either of the aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of a contract notice in OJ S.

3.1. DATE AND PLACE OF OPENING OF THE TENDERS

The received electronic tenders will be opened at 10.00 on 21/09/2016

at the following location:

<p style="text-align: center;"><i>European Commission Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs BREYDEL Building, Avenue d' Auderghem 45 B-1040 Brussels, Belgium</i></p>
--

An **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending an e-mail to GROW-C-FINANCIAL-TEAM@ec.europa.eu at least 48 hours in advance. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf. **On the day of opening the representatives of tenderers should present the tender receipt confirmation sent by e-Submission application in order to be allowed to the opening meeting.**

The economic operators who submitted an offer and whose representative was not present at the opening meeting may send an information request to GROW-C-FINANCIAL-TEAM@ec.europa.eu. They will be informed per e-mail if their offer was admissible as well as of the identity of the other tenderers.

3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

Contacts between the Commission and the tenderers may take place only in **exceptional circumstances** and under the following conditions only:

Before the final date for submission of tenders:

- Upon request, the contracting authority may provide additional information solely for the purpose of clarifying the procurement documents.
- Any request for additional information must be made in writing only through the e-Tendering website at <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1693> in the "questions and answers" tab, by clicking "create a question".
- The contracting authority is not bound to reply to requests for additional information received less than six working days before the final date for submission of tenders.

3. Administrative information concerning the invitation to tender

- The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents.
- Any additional information including that referred to above will be posted on the e-Tendering website indicated above. The website will be updated regularly. It is the responsibility of the tenderer to check regularly for updates and modifications during the submission period.

After the opening of tenders :

- The Commission shall contact the tenderer in order to correct obvious clerical errors or to require confirmation of a specific or technical element, except in duly justified cases. This shall not lead to changes in the procurement documents or substantial changes to the terms of the submitted tender.

3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

The present procurement documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015., as well as its Rules of Application (Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012, amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015.

Participation in procurement procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. It is also open to international organisations.

Where the Plurilateral Agreement on Government Procurement (GPA) concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions laid down therein.

The parties to the GPA can be consulted on the following web page:

https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm.

Operators in third countries which have signed a bilateral or multilateral agreement with the European Union in the field of public procurement are allowed to take part in the tendering procedure on the conditions laid down in this agreement. The Commission refuses tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

Submission of a tender implies acceptance of the terms and conditions set out in the procurement documents and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

3. Administrative information concerning the invitation to tender

Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

The Commission shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are not allowed.

3.4. NO OBLIGATION TO AWARD THE CONTRACT

This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may cancel the award procedure. This decision must be substantiated and the tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Commission decides not to award the contract.

3.5. DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by GROW/C1 Unit – Clean Technologies and Products. Details concerning processing of your personal data are available on the privacy statement at the page:

http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation. For more information, see the Privacy Statement on:

http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm

3.6. OPPORTUNITIES FOR SMALL AND MEDIUM SIZED ENTERPRISES

The Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs has the task to promote opportunities for Small and Medium sized Enterprises (SMEs) and is aiming in its activities to facilitate the activities of SMEs. In this context, **SMEs are particularly**

3. Administrative information concerning the invitation to tender

encouraged to submit tenders either on its own if feasible or by constituting a bid using either of the options mentioned in paragraphs 2.6 and 2.7.

The **Enterprise Europe Network** provides advice on tender opportunities and training in relation to procurement, which may be of assistance to newly initiated tenderers. Please refer to the following web-site for further details: <http://een.ec.europa.eu/content/advice-eu-law-and-standards>

The Commission has further published a brochure on "Doing business with the European Commission – Tips for potential contractors":
http://ec.europa.eu/budget/library/biblio/publications/business/doing_business_en.pdf.

4. FORM AND CONTENT OF THE TENDER

4.1. HOW TO SUBMIT A TENDER

Tenderers shall observe precisely the indications in point 1 and 2 of the invitation to tender, as well as in the Annex to Invitation to tender: "e-Submission application" in order to ensure their tenders are admissible. **Only electronic submission through e-Submission application is allowed for this call.**

Offers sent on paper, by e-mail or by fax will be non-admissible.

Evidence of timely receipt will be constituted by the timestamp in the tender receipt confirmation which will be sent to your e-Submission mailbox.

Receipt after the deadline will lead to the non-admissibility of the tender and its rejection from the award procedure for this contract.

4.2. STRUCTURE OF THE TENDER

- Tenders shall be perfectly legible so there can be no doubt as to words and figures.
- Tenders shall be clear and concise.
- Tenders shall be written in one of the official languages of the European Union.
- Tenders shall include the information and documents requested by the Commission in order to assess the tender. In order to help tenderers presenting a complete tender, a checklist of the documents to be submitted is provided in annex 6.7. This checklist does not need to be included in the tender, but it is encouraged to use it in order to ease the assessment of the tenders;
- Prices shall be established in euros.

All tenders must be presented in five sections:

Section	Where to insert in e-Submission
Section one: Administrative information	" Qualification " → "Identification of the Tenderer" → "[Party Name]"
Section two: Exclusion and selection criteria form	" Qualification " → "Identification of the Tenderer" → "[Party Name]"
Section three: Evidence relating to the selection criteria	" Qualification " -> "Selection Criteria" -> "Financial and Economic Capacity" -> "[Party name]" " Qualification " -> "Selection Criteria" -> "Technical and Professional Capacity" -> "[Party name]"

4. Form and content of the tender

Section four: Technical Offer – Addressing technical specifications and award criteria	"Tender" → "[name of Call for Tender/Lot name]"
Section five: Financial Offer	"Tender" → "[name of Call for Tender/Lot name]"

4.2.1. Section One: Administrative information

Tenderers may choose between presenting a **joint bid** (see 2.7.) and introducing a bid as a **sole economic operator**, in both cases with the possibility of having one or several subcontractors (see 2.6).

Whichever type of bid is chosen, the tender shall stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract (see 2.6. and 2.7.).

A. In the e-Submission application, tab "Qualification" -> "Identification of the Tenderer", the tenderers should fill out the required information (Identification info, Registration info, Fiscal info, Contact info, Power of representation), according to the type of bid. The information has to be completed for all entities participating in the bid, including subcontractor.

In addition, to identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

B. **The Legal Entity Form** shall be duly filled in and signed by a representative of the tenderer authorised to sign contracts with third parties. It should be uploaded under "Documents" in the section "Qualification" -> "Identification of the Tenderer".

A standard template in each EU language is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

The Legal Entity Form **shall be accompanied** with **the information** indicated in the form. When neither this form nor the evidence to be attached to them includes the following information, the tender must include:

For private and public entities:

- A legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment, where the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

For Individuals:

- Where applicable, a proof of registration, as prescribed in the country of residence, on one of the professional or trade registers or any other official document showing the registration number.

4. Form and content of the tender

In case of a joint bid, all tenderers part of a joint tender must provide their legal entity files as well as the necessary evidence. For subcontractors a legal entity file shall be submitted, without evidence.

C. **The Financial identification form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banking institution, where the references account is held.

The form needs to be printed, filled in, signed and then scanned and uploaded in the section "Qualification" -> "Identification of the tenderer" -> "Documents".

The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

In case of a joint bid or a bid presenting subcontracting, only the leader is obliged to return the financial identification form (i.e. for a joint tender only one financial identification from the leading tenderer is required).

Economic operators already registered as a legal entity in the Commission (i.e. they are or have been contractors of the Commission) may refer to evidence provided for other procedures. In that end, the tender should indicate the references of the procedure concerned and the Commission department to which this evidence was provided.

4.2.2. Section Two: The Exclusion and Selection Criteria Form

Tenderers or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

1. state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. state whether they fulfil the selection criteria;
3. undertake to submit to the Commission any additional document relating to the exclusion/selection criteria, that the Commission considers necessary to perform its checks, within fifteen calendar days following the receipt of the Commission's request.

To this end, tenderers must fill in and sign the form in Annex 6.1 to these specifications.

The declaration(s) shall be signed by an authorised representative either with advanced electronic signature based on qualified certificates or by scanning and uploading a hand signed copy. The declaration(s) must be uploaded under "Qualification" → "Identification of the Tenderer" → "<Member Name>" → Tab "Documents"

If the declaration on honour is signed by hand, the original declaration must also be sent by post immediately after electronic submission of the tender.

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

4.2.3. Section Three: Evidence relating to the selection criteria

Tenderers shall provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.2. below. In case of a joint tender/tender with subcontractors, the documents concerning each economic operator shall be submitted under the respective party name.

Documents certifying financial and economic capacity must be included in section "Qualification" -> "Selection Criteria" -> "Financial and Economic Capacity" -> "[Party name]" in the e-Submission application.

Tenderers shall equally provide the proof of their professional and technical capacity by submitting the documents required under paragraph 5.2.3. below.

Proof of technical and professional capacity must be included in section "Qualification" -> "Selection Criteria" -> "Technical and Professional Capacity" -> "[Party name]" in the e-Submission application.

If evidence has already been provided for another procurement procedure and if the documents are up to date, reference can be made to the earlier procedure. The declaration on honour stating the reference of the procedure and the confirmation that there has been no change in the situation must be uploaded under "Qualification" -> "Selection Criteria".

4.2.4. Section Four: Technical proposal

The technical proposal needs to be uploaded in the section "Tender → '<name of Call for Tender' / 'Lot name'>" in the e-Submission application.

The tenderer must select the "Technical Tender" from the dropdown box ("Financial Tender or Technical Tender"). The e-Submission application allows attachment of as many documents as necessary.

Tenderers shall include in their bids a **technical proposal addressing the aspects detailed in the technical specifications** in section 1.1.

The technical proposal shall comply with the technical specifications and provide, as a minimum, the information specifically requested.

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

- (a) methodology for implementation;
- (b) reasons for the proposed methodology;
- (c) where applicable, the link with previous activities and how they relate to the present tender;
- (d) project management and procedures for internal evaluation;
- (e) level of involvement and activity of other stakeholders;
- (f) role of each partner in case of a joint bid and/or use of subcontractors, the role of each partner and subcontractor in the implementation of the contract;

4. Form and content of the tender

(g) team proposed for implementation of the contract. The composition of the team, which will be implementing the project must be properly described. Team staff should be singled out by function (E.g. project managers, administrator, secretary, expert, technical assistant);

(h) a plan of action with description of activities and their timing.

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

Please note that, to grant equal treatment of all tenders, **it is not possible to modify offers after their submission in relation to the technical and financial proposals.**

Please note that incomplete financial or technical proposals may have a considerable negative impact the evaluation on award criteria. Proposals deviating from the technical specifications risk to be considered as non-conform to the specifications.

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

4.2.5. Section Five: Financial proposal

A complete financial proposal, including the breakdown of the price, to be provided per category, as indicated in the tender specifications needs to be uploaded in section "Tender → <name of Call for Tender / 'Lot name'>" in the e-Submission application. The tenderer will need to select the "Financial Tender" from the dropdown box ("Financial Tender or Technical Tender").

The total price (including any options and renewals) needs also to be encoded directly in the e-Submission application (section "Tender → <name of Call for Tender / 'Lot name'>")

Tenderers must use the following format to formulate their financial proposal

<i>Price component</i>	<i>Unit price</i>	<i>Quantity</i>	<i>Total</i>
1. Human resources			
Person X (role)			
Person Y (role)			
.....			
Subtotal (1)			
2. Other			
Item X			
Item Y			
.....			
Subtotal (2)			
TOTAL (1+2)			

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

- (1) prices must be expressed in euros;
- (2) prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT. The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

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

- (1) Prices shall not be conditional and be directly applicable by following the technical specifications.
- (2) Prices shall be fixed and not subject to revision.
- (3) The reference price for the award of the contract shall consist of the sum of two amounts

a) the amount in payment of the tasks executed, as stated in Article I.4.1 of the contract.

For each category of staff to be involved in the project, the tenderer must specify:

- the total labour costs;
- the **daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;
- other categories of costs, except for the costs specified under point b) below, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided;

b) the amount corresponding to the reimbursable expenses.

Not applicable.

Bids involving more than one legal entity must specify the amounts *under a) and b)* for each legal entity.

The Commission will reject tenders where no technical offers or financial offers are proposed. Non-compliance with the minimum requirements in section 1.1 will also result in rejection from award.

The Commission reserves the right, however, to request clarification of the tender after the opening. It may furthermore require (additional) evidence in relation to the administrative information, exclusion and selection criteria. The information required shall be provided within a time-limit stipulated in its request and under the conditions explained in section 3.3.

5. ASSESSMENT AND AWARD OF CONTRACT

The assessment will be based on the information provided in the tender. The Commission reserves the right to use any other information from public or specialist sources. This assessment will be performed by applying the criteria set out in these specifications. To award the contract, the assessment of admissible bids (see paragraph 1 of the Invitation to tender) will be carried out under exclusion, selection and award criteria.

The aim of this assessment is:

- (1) to verify compliance with the exclusion criteria as defined in article 106 and 107 of the Financial Regulation, in order to determine whether the tenderer can take part in the procedure and, where applicable, be awarded the contract;
- (2) to verify compliance with the selection criteria, technical and professional capacity and economic and financial capacity required by these specifications;
- (3) to verify compliance with the minimum requirements specified in the tender documents and to assess the technical and financial offer in relation to the award criteria, including compliance with the quality thresholds set in these specifications.

5.1. APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS

5.1.1. Declaration

As mentioned above, tenderers or their representatives shall provide the form in Annex 6.1. duly dated and signed in which they declare:

1. not to be in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. to undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within 15 days following the receipt of the Commission's request.

5.1.2. Grounds for disqualification

In accordance with Article 107 of the Financial Regulation, a contract for a given procedure may not be awarded to an economic operator who:

- is in an exclusion situation established in accordance with Article 106;
- has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

5.1.3. Evidence

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence confirming the declaration referred to in paragraph 5.1.1, (for the details of requested documents please see directly the text of the declaration).

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Commission in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Commission services to check this evidence.

You may refer to the e-Certis web-site listing the certificates available in EU Member States: <http://ec.europa.eu/markt/ecertis/login.do>

5.2. APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

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

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

If the economic and financial selection criteria are fulfilled by relying on a third party, the contracting authority may demand, if that tender wins the contract, that this third party signs the contract (becomes a contractor) or, alternatively, provides a joint and several first-call guarantee.

If the third party chooses to sign the contract, the contracting authority should ensure that it is not in exclusion situation and it has access to the market.

If several service providers are involved in the bid, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and have the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, the Commission reserves the right to request evidence of their economic and financial capacity, where the tasks subcontracted represent a substantial part of the contract.

5.2.1. Selection criteria

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

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 <i>Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</i>
1.2 <i>Sufficient financial capacity in relation to the pre-financing foreseen under the contract (where relevant)</i>
1.3 <i>Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.</i>
1.4 <i>Turnover 2 times superior to the value of this contract.</i>
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 <i>High level of knowledge and a minimum of 5 years' experience in the assessment of facades in fire.</i>
2.2 <i>A minimum of 5 years' experience in elaborating assessment methods for construction products regarding fire.</i>
2.3 <i>Tenderers must demonstrate sufficient ability and means available to carry out their tasks, notably in terms of human and technical resources available and of quality systems in place</i>
2.4 <i>Linguistic abilities to draft reports in English</i>

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

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

- a) A full copy of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the tenderer;
- b) Annex 6.4, consisting of an extract of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when

5. Assessment and award of contract

applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by an authorised representative of the tenderer.

- c) a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;
- d) Appropriate statements from banks or evidence of professional risk indemnity insurance, for legal entities facing the impossibility to fully present evidence a).

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

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraph 1 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that it complies with the requirements of the present call for tenders. In such a case, the tenderer shall indicate in the tender reference to the contract and Commission service for which the evidence has been provided, in order to allow the Commission services to check this evidence.

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

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

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

- a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; The Europass curriculum vitae format (<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>) shall be filled in and signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the tenderer will also be described.

This evidence refers to selection criterion 2.1, 2.2, 2.3 and 2.4.

- b) a list of the principal services provided in the past five years, with the sums, dates and recipients, public or private.

This evidence refers to selection criterion 2.1 and 2.2.

- c) a description of the technical equipment, tools and plant to be employed by the firm for performing a service or works contract;

This evidence refers to selection criterion 2.3.

5. Assessment and award of contract

- d) description of the measures employed to ensure the quality of services, and a description of the firm's study and research facilities;
This evidence refers to selection criterion 2.3.
- e) a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;
- f) an indication of the proportion of the contract which the service provider may intend to subcontract.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by the Commission on its technical capacities and, if necessary, on its research facilities and quality control measures.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register, by a sworn declaration or certificate, by membership of a specific organisation, by express authorisation, or by entry in the VAT register.

5.3. APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)

The contract will be awarded to the **most cost-effective tender**. The following award criteria will be applied:

No	Award criteria	Weighting (maximum points)
1.	Understanding This criterion serves to assess whether the tenderer has fully understood all the aspects of what is required for the specific contract, as presented in the terms of reference.	30
2.	Methodology This criterion serves to assess the methodology to reliably achieve the tasks and objectives required by the terms of reference.	30
3.	Project management and resources This criterion relates to the quality of project planning and organisation of the team to cope with and fulfil the obligations of the contract in the timing required for the completion of the project.	20
4.	Completeness, clarity and presentation of the tender	20
Total number of points		100

5. Assessment and award of contract

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

Tenders scoring:

- *less than 70 % in the overall points total,or*
- *less than 60% in the points awarded for a single criterion*

will be excluded from the rest of the assessment procedure

Award criterion
Total price

Tenders presenting a total price superior to the maximum amount of 340.000 € will be excluded from the rest of the assessment procedure.

The contract will be awarded to the tender which is the most cost-effective on the basis of the **Ratio between the Total number of points scored and Total price**

Final Evaluation
Total number of points scored / Total price

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, may result in a significantly lower score. Where essential elements of these specifications are not expressively covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

The tender may be rejected as non-compliant, when the minimum requirements set in the specifications are not met.

5.4. INFORMATION FOR TENDERERS

The Commission will notify all tenderers of decisions reached concerning the outcome of the procedure, indicating the grounds on which the decision was taken. This also applies to a decision not to award a contract or to cancel the procedure.

The Commission will inform the rejected tenderers of the reasons for their rejection. Each tenderer who is not in an exclusion situation and whose tender is compliant with the procurement documents and who makes a request in writing, shall be informed of the characteristics and

5. Assessment and award of contract

relative advantages of the selected tender, of the name of the successful tenderer and of the price or contract value.

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

5.5. AWARD OF THE CONTRACT

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

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

The Commission shall not sign the contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, counting from the day after simultaneous dispatch of the notification by electronic means to all tenderers (successful and unsuccessful).

After the award, during standstill period, the Commission will request to the tenderer proposed for award the evidence on exclusion criteria defined in section 5.2. his evidence was not provided or proved to be unsatisfactory the Commission reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

6. ANNEXES

ANNEXES

6.1. EXCLUSION AND SELECTION CRITERIA FORM (INVITATION TO TENDER NO 531/PP/GRO/IMA/16/1133/9108)

Comments [*in grey italics in square brackets*] are to be deleted and/or replaced by appropriate data.

Declaration on honour on exclusion criteria and selection criteria

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

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

I – Situation of exclusion concerning the person

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
1. it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
2. it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social 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;	<input type="checkbox"/>	<input type="checkbox"/>
3. it has been established by a final judgement or a final administrative decision that 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:		
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
4. it has been established by a final judgement that the person is guilty of the following:		
(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 Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
5. 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;	<input type="checkbox"/>	<input type="checkbox"/>
6. 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;	<input type="checkbox"/>	<input type="checkbox"/>
7. 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: <ul style="list-style-type: none"> 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; 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; 	<input type="checkbox"/>	<input type="checkbox"/>

iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;		
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		
v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		

II – Situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person

Not applicable to natural persons, Member States and local authorities

(2) declares that 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 company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

(3) declares that 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:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – Grounds for rejection from this procedure

(4) declares that the above-mentioned person:	YES	NO
8. has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This 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 illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning 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.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

VII – Selection criteria

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It fulfills the applicable economic and financial criteria indicated in section 5.2.1 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable technical and professional criteria indicated in section 5.2.1 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the sole tenderer or the leader in	YES	NO	N/A
---	-----	----	-----

case of joint tender, declares that:			
(c) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII – Evidence for selection

The signatory declares that the above-mentioned person is 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.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

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.

Full name

Date

Signature

6.2. DRAFT SERVICE CONTRACT

See separate document.

6.3. MODEL GUARANTEE

[MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE³

[Financial institution/Bank (Letterhead)]

[Place/Date]

European Community
Represented by the European Commission
Directorate-General for Internal Market, Industry,
Entrepreneurship and SMEs – [Unit]
B – 1049 Belgium

Reference: Contract [N° and exact title]

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned [name and address of the financial institution or bank] (hereinafter referred to as "the Guarantor") hereby confirm that we give the European Union, represented by the European Commission (hereinafter referred to as "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 [in figures: ...] (in words: ... EUR)

upon simple demand, for guarantee of the pre-financing(s) stipulated in the contract (N°/exact title, hereinafter referred to as the "contract") concluded between the Commission and [name and address], (hereinafter referred to as "the Contractor").

ARTICLE 2 – EXECUTION OF GUARANTEE

If the Commission gives notice that the Contractor has for any reason failed to reimburse pre-financings paid by the Commission, we, acting by order and for account of the Contractor, shall undertake to immediately pay up to the above amount, in EUR, without exception or objection, into [**Option 1: a bank account designated by the Commission**] [**Option 2: the following bank account: (...)**], on receipt of the first written request from the Commission sent by registered letter or by courier with acknowledgement of receipt. 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 his obligations under the contract.

³ The footnotes are internal instructions for the authorising officers only and must be deleted before the guarantee is signed. [Plain text]: items to be filled in. [*Text in italics*]: these items are optional and may be deleted depending on the context of the guarantee.

3. We shall undertake to immediately inform the Commission in writing, by registered letter or by courier with acknowledgement of receipt, 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 [first] pre-financing has not been paid to the Contractor, this guarantee shall enter into force on the date on which the Contractor receives the [first] 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 by registered letter or by courier with acknowledgement of receipt.
3. [Option 1: *This must occur at the latest one month after the payment of the balance under the contract has been made or three months after the issuance of the corresponding recovery order.*⁴]

[Option 2: *This must occur at the latest during the month after the pre-financing under the contract has been cleared through interim payment[s].*]

[Option 3: *This must occur in any case, at the latest, on (indicate a precise date*⁵*).*]

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

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

Option 1

1. *This guarantee shall be governed by and construed in accordance with the law applicable to the contract.*
2. *The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.*

Option 2

Any dispute concerning this guarantee shall be governed by and construed in accordance with the Law [of the country of establishment of the [Contractor][Bank]] and fall within the sole competence of the [corresponding national] Courts.

ARTICLE 7 - ASSIGNMENT

The rights arising from this guarantee may not be assigned [*without our written consent*].

⁴ In any case, this period should never be reduced.

⁵ This mention has to be inserted where the law applicable to the guarantee imposes a precise expiry date.

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

[Signature/
Function at the Financial Institution/Bank]

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

**6.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER
No 531/PP/GRO/IMA/16/1133/9108**

Financial and Economic Capacity Overview			
Currency : EURO		Figures (000)	
	N* (* most recent figures available)	N-1	N-2
Total Balance Sheet			
TRADE DEBTORS <i>Amounts due by commercial customers</i>			
CAPITAL and RESERVES (Equity) <i>Amounts owned by the company</i>			
TRADE CREDITORS <i>Amounts due to commercial suppliers</i>			
SHORT TERM DEBT			
LONG TERM DEBT			
LIQUIDITY <i>Bank accounts, cash at hand</i>			
<u>About PROFIT & LOSS</u>			
TURNOVER			
ORDINARY RESULT			
EXTRAORDINARY RESULT			
INCOME TAX			
NET RESULT			

You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.

Comments: Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

6.5. SUBCONTRACTOR / LETTER OF INTENT 531/PP/GRO/IMA/16/1133/9108

Development of a European approach to assess the fire performance of facades

The undersigned:

Name of the company/organisation:

Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to *(name of the tenderer)*.

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.24 in relation with checks and audits.

Full name	Date	Signature
.....		

6.6. POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Commission awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as **Group Leader**. [*N.B.: The Group Leader has to be one of the Group Members*]

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group Leader's bank account [*Provide details on bank, address, account number, etc.*].

(4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents—including the Contract and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Commission awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group's bank account . [*Provide details on bank, address, account number, etc.*].

(4) The Group Members appoint Mr/Ms as **Group Manager**.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :

- (a) The Group Manager shall sign any contractual documents—including the Contract and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

6.7. CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN THE E-SUBMISSION APPLICATION

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (joint tender leader in joint bid, partner in joint bid, sole tenderer, subcontractor).

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

Description	Section	Joint tender leader in joint bid	Partners in joint bid	Sole tenderer	Sub-contractor(s)	Where to fill in / upload a document in e-Submission
Power of attorney of partners in joint bid indicating the group leader (see annex 6.6)	1		■			"Qualification" -> "Identification of the tenderer" under "Documents"
Letter of intent of subcontractor (see annex 6.5)	1				■	"Qualification" -> "Identification of the tenderer" under "Documents"
Legal Entity Form (see section 4.2.1)	1	■	■	■	■	"Qualification" -> "Identification of the tenderer" under "Documents"/
Supporting documents for the Legal Entity File Form	1	■	■	■		"Qualification" -> "Identification of the tenderer" under "Documents"/
Financial Identification form (see section 4.2.1)	1	■		■		"Qualification" -> "Identification of the tenderer" under "Documents"
Exclusion and selection Criteria form (see section 5.1.1 and annex 6.1)	2	■	■	■	■	"Qualification" -> "Identification of the tenderer" under "Documents"
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4)	3	■	■	■		"Qualification" -> "Selection Criteria" -> "Financial and Economic"

						Capacity"
Evidence of Technical and professional capacity (see section 5.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/en/documents/curriculum-vitae	3	■	■	■	■	"Qualification" ->"Selection Criteria" ->"Technical and Professional Capacity"

The following sections must be provided in the bid, their absence would mean rejection of the bid for incompleteness:

Description	Section	Joint tender leader or sole tenderer	Where to upload a document in e-Submission
Technical Offer (see section 4.2.4 and 1.)	4	■	"Tender" → <'name of Call for Tender' / 'Lot name'>"
Financial Offer (see section 4.2.5)	5	■	"Tender" → <'name of Call for Tender' / 'Lot name'>"

Once all information and documents have been encoded and uploaded in the e-Submission application and you consider that the tender is complete, the application will require you to consolidate the tender into one consolidated tender package. A Tender Preparation Report will be generated by the e-Submission application. It will have to be signed (hand signature or electronic signature), as explained in point 1.9 of the Annex: e-Submission application.

Description	Section	Joint tender leader in joint bid	Partners in joint bid	Sole tenderer	Sub-contractor	Where to upload a document in e-Submission
Tender Preparation Report	N/A	■		■		In Step 4 of the e-Submission wizard