



EUROPEAN COMMISSION

Directorate-General for European Civil Protection and Humanitarian Aid Operations (ECHO)

ECHO.D - General Affairs

D.2 - Inter-Institutional Relations and Communication

CALL FOR TENDERS

N° ECHO-D2-NP-2018-06

SUPPLY OF TEXTILE VISIBILITY MATERIAL FOR FIELD MISSIONS

Lot 1 – Vests and caps

Lot 2 – Polo shirts

Lot 3 – Raincoats

TENDER SPECIFICATIONS

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1. INFORMATION ON TENDERING

1.1. Participation

The invitation was sent to minimum 3 candidates, in accordance with Article 128(2) of the Rules of Application.

1.2. Contractual conditions

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

1.3. Compliance with applicable law

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU¹.

1.4. Joint tenders

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

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

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

1.5. Subcontracting

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

¹ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

Tenderers are required to identify subcontractors whose share of the contract is above 20 % and those whose capacity is necessary to fulfil the selection criteria.

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

1.6. Structure and content of the tender

The tenders must be presented as follows:

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

Part B: Non-exclusion (see section 4.1)

Part C: Selection (see section 4.2)

Part D: Technical offer

The technical offer must cover all requirements specified in the description of each item.

Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

A technical offer must be sent per lot.

Part E: Financial offer

The maximum contract price is EUR 60 000 (Lot 1: EUR 36 000; Lot 2: EUR 10 000; Lot 3: EUR 14 000). Tenders with prices higher than the maximum will be considered unacceptable.

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

A single financial offer including the different items has to be submitted per lot. However, tenderers are requested to fill in and enclose with the financial offer the table(s) with detailed prices in Annex IV.

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

The quoted price must be a fixed amount which includes all charges (including delivery).

Part F: Power of attorney (for consortia only)

1.7. Identification of the tenderer

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

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

All tenderers (including all members of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, if required under applicable law, proof of registration in a professional or trade register or any other official document showing the registration number.

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



The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm




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

2. TECHNICAL SPECIFICATIONS

The purpose of the contract is the supply and delivery of items/visibility clothing, for DG ECHO staff deployments in areas affected by disasters or crises as follows:



LOT 1. VESTS AND CAPS

Units	Description	Example
Regular reporter vests and caps.		
<p>200</p> <p>English logo</p>	<p>Reporter vests:</p> <ul style="list-style-type: none"> → Colour navy blue. → Poly-cotton. → Inside back mesh lining to improve breathability. → Multi-pockets → 2 front zippered pockets. → 7 front Velcro pockets. → 2 back Velcro pockets. <p>European Union Civil Protection and Humanitarian Aid logo printed on front and back (2 colours printing: pantone yellow, white)</p>	
<p>200</p> <p>English logo</p>	<p>Caps:</p> <ul style="list-style-type: none"> → Colour navy blue. → 100% cotton. → 5 panels. → Front without seam for printing. → Back velcro closure. → 2 embroidered vents. <p>European Union Civil Protection and Humanitarian Aid logo <i>embroidered</i> on front (2 colours embroidery: pantone yellow, white)</p>	


Units	Description	Example
Reporter vests and caps for extreme heat conditions.		
500 English logo	Reporter vests: <ul style="list-style-type: none"> → Colour beige. → 100 % cotton. → Multi-pockets. → 1 inside pocket → Full or part body mesh lining to improve breathability. <p>European Union Civil Protection and Humanitarian Aid logo printed on front and back (4 colours printing: pantone yellow, pantone reflex blue, white, grey).</p>	
500 English logo	Caps: <ul style="list-style-type: none"> → Sandwich cap → Colour beige & white. → 100% cotton. → 5 panels. → Front without seam for printing. → Back Velcro closure. → 2 embroidered vents. <p>European Union Civil Protection and Humanitarian Aid logo embroidered on front (4 colours embroidery: pantone yellow, pantone reflex blue, white, dark grey).</p>	
Winter vests.		
200 English logo	Vests: <ul style="list-style-type: none"> → Colour beige. → Poly-cotton. → Inner layer: 100% heavy padded lining. → Multi-pockets. → At least 4/5 outer pockets with zips. → 1 inner wallet pocket. → Adjustable wind-stoppers in the armholes with elasticated cord and stoppers. <p>European Union Civil Protection and Humanitarian Aid logo printed on front and back (4 colours printing: pantone</p>	

	yellow, pantone reflex blue, white, dark grey).	
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LOT 2. POLO SHIRTS

Units	Description	Example
500 English logo	<p>Polo shirts woman:</p> <ul style="list-style-type: none"> → Colour white. → 100% cotton for extreme heat conditions. → Reinforced button and neck. → Fitted cut. → Straight hem with side slits. <p>European Union Civil Protection and Humanitarian Aid logo printed on front and back (3 colours printing: pantone yellow, pantone reflex blue, dark grey).</p>	
500 English logo	<p>Polo shirts man:</p> <ul style="list-style-type: none"> → Colour white. → 100% cotton for extreme heat conditions. → Reinforced button and neck. → Fitted cut. → Straight hem with side slits. <p>European Union Civil Protection and Humanitarian Aid logo printed on front and back (3 colours printing: pantone yellow, pantone reflex blue, dark grey)</p>	

LOT 3. RAINCOATS

Units	Description	Example
<p>00 English logo</p> <p>200 French logo</p>	<p>Unisex raincoats:</p> <ul style="list-style-type: none"> → Inside lining or air ventilation holes under the armpits to improve breathability. → Colours: Navy (outer); navy or royal blue (lining). → 100% waterproofed. → Zip and hood. → Portable in a bag or inside the pocket. <p>European Union Civil Protection and Humanitarian Aid logo printed on front and back (3 colours printing: pantone yellow, pantone reflex blue, white)</p>	

European Union Civil Protection and Humanitarian Aid logo in English and French



European Union
Civil Protection and
Humanitarian Aid



Protection civile
et aide humanitaire
de l'Union européenne

The Contractor shall bear all risks relating to the delivery of goods, which have to be delivered DDP (Delivered Duty Paid) at the latest on 13 April 2018 at the following address:

Rue de la Loi 86, 1040, Brussels, office: L-86 - 06/014.

The execution of the tasks may not start before the purchase order has been signed by both parties.

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

The contractor (or leader in the case of a joint tender) must send an invoice for payment of the supplies within 60 days of the delivery. Payment will be made within 30 days from receipt of the invoice.

3. EVALUATION AND AWARD

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

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

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

The tenders will be assessed in the order indicated above. Only tenders meeting the requirements of one step will pass on to the next step.

3.1. Verification of non-exclusion

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

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

In case of subcontracting, subcontractors whose share of the contract is above 20% and those whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

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

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

3.2. Selection criteria

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

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

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

3.2.1. Declaration and evidence

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 2), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see section 4.1) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the declarations on honour. Nevertheless, it reserves the right to require evidence of the legal and regulatory, financial and economic and technical and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

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

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

3.2.2. Regulatory capacity

Not applicable.

3.2.3. Economic and financial capacity criteria

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. The tenderer must comply with the following selection criterion.

- **Criterion F1:** Annual turnover of the last two financial years above EUR 36 000 for Lot 1; EUR 10 000 for Lot 2; EUR 14 000 for Lot 3; this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.

Evidence to be provided only upon request:

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

- Failing that, appropriate statements from banks;

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

3.2.4. Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below.

- **Criterion A1:** The tenderer must prove experience in supplying visibility materials similar to the items in point 2 above. This criterion applies per lot.

Evidence A1 to be provided only upon request: the tenderer must provide a list of the principal supplies delivered in the past three years with the sums, dates and clients.

3.3. Award

The contract(s) will be awarded to the tenderer(s) that, whilst fulfilling the technical specifications under point 2, offer the lowest price.

4. ANNEXES

1. Tenderer 's Identification Form
2. Declaration of honour on exclusion criteria and selection criteria
3. Power of attorney (mandate in case of joint tender)
4. Detailed prices table
5. Draft purchase order

ANNEX 1

IDENTIFICATION OF THE TENDERER

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

Invitation to tender ECHO-D2-NP-2018-06

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

² For natural persons.

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

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

ANNEX 2

Declaration of honour on exclusion criteria and 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:	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:

➤ declares whether the above-mentioned person is in one of the following situations or not:		
SITUATION OF EXCLUSION CONCERNING THE PERSON	YES	NO
a) 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"/>
b) 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"/>
c) 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"/>

d) it has been established by a final judgement that the person is guilty of any 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"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:	<input type="checkbox"/>	<input type="checkbox"/>
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;		
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.		

Only for legal persons other than Member States and local authorities, otherwise delete this table

- declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:

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

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

SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON	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"/>

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

GROUNDS FOR REJECTION FROM THIS PROCEDURE	YES	NO
h) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
i) has provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>

- | | |
|--|--|
| ➤ acknowledges that the above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false. | |
|--|--|

REMEDIAL MEASURES

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

EVIDENCE UPON REQUEST

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

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

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

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

➤ declares whether the above-mentioned person complies with the selection criteria as provided in the tender specifications:		
SELECTION CRITERIA	YES	NO
(a) Not applicable	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 3.2.3 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 3.2.4 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>
➤ declares that the above-mentioned person will be able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.		

Full name

Date

Signature

ANNEX 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor⁴

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

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

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

Signed in on [dd/mm/yyyy]

Place and date:

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

⁴ To be filled in and signed by each partner in a joint tender except the lead partner.

ANNEX 4
Detailed prices

LOT 1 Vests and caps

Units	Description	Price per unit
Regular reporter vests and caps with English logo		
200	Reporter vests	
200	Caps	
Reporter vests and caps for extreme heat conditions with English logo.		
500	Reporter vests	
500	Caps	
Winter vests with English logo		
200	Vests	

LOT 2 Polo shirts


Units	Description	Price per unit
Polo shirts English logo		
500	Man	
500	Woman	

LOT 3 Raincoats

Units	Description	Price per unit
Raincoats		
300	English logo	
200	French logo	

ANNEX 5

DRAFT PURCHASE ORDER

		PURCHASE ORDER FOR LOW VALUE CONTRACT			
EUROPEAN COMMISSION					
DG and unit (also acting as data controller): Tel.: E-mail:	Number:		Name and address of contractor:		
	Currency of payment: EUR				
	Tender (date and reference):				
<p>This purchase order constitutes acceptance of the above contractor's tender (quote). By agreeing to this order (contract), the contractor [accepts the specification sent on [date] attached to this document, and] waives all other terms of sale or performance of services and accepts the general conditions updated in 12.2015 published on the Internet at: http://ec.europa.eu/budget/contracts_grants/info_contracts/lowVal_contracts/LowVal_contracts_en.cfm</p>					
DESCRIPTION OF THE SUPPLIES OR SERVICES		UNIT	QUANTITY	PRICE in €	
				UNIT PRICE	TOTAL
<p>In accordance with Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due under this contract. For intra-community purchases, the statement "VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC" should be added on the invoice. [In Belgium, use of this contract constitutes a request for VAT exemption No. 450, article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: "Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)".]</p>		Packaging:			
		Insurance:			
		Transport:			
Place of delivery/performance and/or Incoterms: Delivery/performance dates and hours: [from ... to ...] [date] Payment: 30 days from receipt of the invoice. Contractor's bank account:		Assembly:			
		VAT:			
		TOTAL :			
		Contractor's signature			
		Name:			
		Position:			
		Date:			
Acceptance of the-tender by the Commission: Date of issue : Signature [name and position] [and for Belgium, Commission stamp]: [Pour la Belgique, numéro de dossier auprès du Protocole du SPF Affaires Etrangères] The invoice will be paid only if the contractor has returned the signed purchase order. This contract is governed by Union law, complemented, where necessary, by [Belgian] law and the courts of [Brussels] have exclusive jurisdiction over any dispute.					