



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR ENERGY

Directorate C - Renewables, Research and Innovation, Energy Efficiency

**ANNEX 1**  
**TENDER SPECIFICATIONS**

**CALL FOR TENDERS**

N° ENER/C3/2015-496/02

**"Assistance with the development of a communication tool targeted at senior company managers to promote the benefits of energy efficiency in industry"**

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## 1. INFORMATION ON TENDERING

### 1.1. Participation

The invitation was sent to 3 candidates but participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement<sup>1</sup> concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

### 1.2. Contractual conditions

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

### 1.3. Joint tenders

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

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

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

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

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

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<sup>1</sup> See [http://www.wto.org/english/tratop\\_E/gproc\\_e/gp\\_gpa\\_e.htm](http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm)

#### 1.4. Subcontracting

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

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

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

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

#### 1.5. Content of the tender

The tenders must be presented as follows:

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

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

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

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

#### 1.6. Identification of the tenderer: legal capacity and status

The tenderer's identification form in Annex 1 shall be filled in and signed by:

- The tenderer;
- Subcontractor(s) whose share of the work represent more than 20% of the contract.

In order to prove their legal capacity and their status, all tenderers must provide a signed Legal Entity Form with its supporting evidence. The form is available on:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

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

If it has not been included with the Legal Entity Form, tenderers must provide the following information:

- For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation

which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

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

The tenderer must provide a Financial Identification Form and supporting documents. The form is available on:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

## **2. EVALUATION AND AWARD**

### **2.1. Evaluation steps**

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

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

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

### **2.2. Exclusion criteria**

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

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

### **2.3. Selection criteria**

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

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

#### *2.3.1. Economic and financial capacity criteria and evidence*

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium) must comply with the following criterion:

- The tenderer (or, for a consortium, total turnover of its members) must have an average annual turnover of the last two financial years for which the accounts are closed of at least EUR 45,000.00 (forty five thousand euros)

The following evidence should be provided:

- Copy of the profit & loss account for the last two years for which accounts have been closed,
- Failing that, appropriate statements from banks,

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

### 2.3.2. *Technical and professional capacity criteria and evidence*

#### **a) Criteria relating to tenderers**

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

- The tenderer must prove experience and knowledge in the field of analysing energy efficiency policies and measures in particular in industry with at least 3 projects delivered in this field in the last three years with a minimum value for each project of €10.000.
- The tenderer must prove experience of working in English with at least 3 projects delivered in the last three years showing the necessary language coverage.
- The tenderer must prove capacity to draft reports in English.
- The tenderer must prove experience in survey techniques, data collection, statistical analyses and drafting reports and recommendations.

#### **b) Criteria relating to the team delivering the service**

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

A Project Manager with at least 5 years of professional experience, including:

- Experience in analysing energy efficiency policies and measures, in particular in industry;
- Expertise in the area of energy technologies and economics, energy auditing, energy management systems, energy efficiency measures across the whole energy chain (energy supply to all final energy use sectors), and in particular in enterprises (including industrial installations and processes);
- Project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of at a minimum value of 25,000.00 EUR (twenty five thousand euros);
- Working and drafting reports in English.

**c) Evidence**

The following evidence should be provided to fulfil the above criteria:

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

**2.4. Award criteria**

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

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

This criterion will assess the robustness, credibility and relevance of the proposed methodology vis-à-vis the requirements laid in the Technical Specifications.

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

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

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

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

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

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 60/40 is given to quality and price.

$$\text{Score for tender x} = \frac{\text{Total quality score for award criteria for tender x}}{100} \text{ Multiplied by } 0.6 + \frac{\text{Price of the lowest tender}}{\text{Price of tender x}} \text{ Multiplied by } 0.4$$

**2.5. Technical offer**

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

**2.6. Financial offer**

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

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

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

The budget allocated to this project shall not exceed EUR 45,000.00 including all charges.



### 3. TECHNICAL SPECIFICATIONS

#### 3.1. Introduction

Energy efficiency is a key priority for Europe. Europe's 2020 strategy<sup>2</sup> for smart sustainable and inclusive growth set a target to increase its energy efficiency by 20% in 2020. The focus on energy efficiency has been attributed to the EU's aim to improve economic competitiveness and sustainability, lower emissions and reduce energy dependency while also raising levels of employment and social cohesion.

Enterprises are key drivers for growth, job creation and cohesion. Concerns about rising costs impacting competitiveness have prompted many industries to make energy efficiency improvements. In particular, large energy intensive industries (chemical, petrochemical, iron, steel, cement, pulp and paper, etc.) have made substantial energy efficiency improvements over the last decades to decrease costs and improve competitiveness.

However, as it is acknowledged in international assessments (IEA; 2014; Fraunhofer; 2014), significant possibilities to save energy remain in most enterprises. This is true also for SMEs, for which energy might not be a major cost and, therefore, has not so far elicited management and operational focus.

Since industry is one of the largest consumers of energy in the EU, increasing energy efficiencies in this sector is important to achieve the EU's energy efficiency target and a number of instruments specifically address industrial energy efficiency.

The Energy Efficiency Directive which entered into force in 2012 establishes a common framework of measures for the promotion of energy efficiency within the Union, to ensure the achievement of the Union's 20% target on energy efficiency. In its Articles 8(1) and 8(4), the Directive establishes two main obligations for Member States to promote the availability of energy audits and to ensure that large enterprises carry out regular energy audits at least every four years<sup>3</sup>. Energy audits provide the necessary information for enterprises to identify cost-effective saving potentials and measures to realise them. Audits raise awareness of savings potential and reduce the information gap that is one of the barriers to efficiency.

A key regulation for energy intensive industries has been the **Industrial Emissions Directive (IED)**<sup>4</sup>, which introduces emission limit values for combustion plants with a total rated thermal input which is equal to or greater than 50MW. Additionally, there are proposals for limiting emissions from medium combustion plants which will apply minimum emission limit values all combustion plants with a rated thermal input of between 1 and 50 MW<sup>5</sup>.

<sup>2</sup> COM(2010) 2020 Final EUROPE 2020 A strategy for smart, sustainable and inclusive growth

<sup>3</sup> See the detailed explanations of the provisions of Article 8 in the corresponding guidance note at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=SWD:2013:0447:FIN:EN:PDF>

<sup>4</sup> Directive 2010/75/EU

<sup>5</sup> Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the limitation of emissions of certain pollutants into the air from medium combustion plants <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2013:0919:FIN:EN:PDF>

Similarly, the **EU Emissions Trading Scheme**<sup>6</sup> sets limits on the total amount of certain greenhouse gases that can be emitted by the factories, power plants and other installations. The scheme covers more than 11,000 heavy energy-using installations in power generation and manufacturing industry.

Industrial energy efficiency has also been promoted by other legislative instruments such as the Energy Performance of Buildings Directive, Energy Labelling Directive, Ecodesign Directive and Renewable Energy Directive. These frameworks drive energy efficiency in industry and provide regulatory predictability.

Despite this wide range of policy instruments, a significant cost effective energy savings potential continues to exist in many industrial sectors. Barriers to further uptake of industrial energy efficiency include, amongst others, the lack of specialist knowledge (of current energy consumption, the technologies available or the economic aspects of the investment), concerns about the cost of disruptions to production and divergent (split) incentives across business units.

Another often-cited problem is the lack of focus and attention by senior managers (i.e. CEO and board level) to energy management. Despite the proven and quick return on investment for many energy efficiency solutions, often even the 'low hanging fruit' improvements are not taken up because of the low level of interest by company managers in what is frequently perceived as 'technical' details.

With a view to address this specific barrier, the objective of this tender is to provide the Commission with assistance in developing a specific communication tool targeted at senior company managers to promote the benefits of energy efficiency in their businesses.

### **3.2. Tasks**

The tender consists of the following tasks:

#### ***Task 1: Establish a project plan***

Based on its proposal and the kick-off meeting with the Commission services, the contractor will establish a detailed project plan, outlining the different steps of the process to develop a communication tool aimed at senior company managers.

This project plan shall *inter alia* cover a detailed time table, an overview of tasks to be undertaken, a list of sectors to be targeted (if appropriate) and the foreseen interaction with stakeholders. The Contractor is expected to cooperate closely with the Commission services throughout the project and the tender shall provide details on how the Contractor intends to ensure this.

#### ***Task 2: Research and stakeholder engagement***

The Contractor shall identify, analyse and process relevant information sources related to the industrial energy efficiency, covering different industrial sectors, in particular focusing on elements that clearly show the benefits of energy efficiency measures (e.g. return on investment data, case studies, etc.).

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<sup>6</sup> Directive 2003/87/EC, OJ L 275, 25.10.2003

As a source of information regarding concrete examples of energy efficiency solutions and their energy saving potential in specific sectors, the Contractor shall conduct interviews with experts (maximum 20), as agreed with the Commission.

A relevant set of stakeholders (e.g. industrial and business associations, think-tanks) should be identified and surveyed to collect information about their experiences and already existing energy efficiency projects or cases. A specific template to analyse potential energy efficiency solutions and their potentials should be developed and submitted to stakeholders.

The analysis of the data and information collected from the various sources should be aimed at identifying a series of measures and energy efficiency solutions with a significant potential to reduce energy consumption which are cost-effective under current market conditions. The industrial sectors with the highest untapped potential for each of the measure should be identified. For each of the measure concrete and quantified examples and real cases should be described, together with a reference to already existing assessments.

For each measure or solution, the following elements should be highlighted:

- Payback times, financial benefits and cost-effectiveness (described with appropriate indicator);
- Steps to tap the potential: short description of the steps needed to verify the potential and deploy the solution cost-effectively;
- Energy efficiency gains expressed with appropriate indicators;
- Additional financial (e.g. maintenance costs) and non-financial benefits (e. g. CO<sub>2</sub> reductions, atmospheric pollution, welfare at workplace, resilience) expressed with appropriate indicators;
- An estimate of the potential of applications (e.g. number of plants, installations) and the potential cumulative efficiency gains.

The tender should demonstrate relevant experience and track-record in survey techniques, data analysis and processing, and propose a sound methodology to ensure timely and high-quality service.

### ***Task 3: Development of the communication tool***

Based on the results of task 2, the Contractor shall develop a communication tool targeted at senior managers (i.e. CEO and board level, leaders of the functional areas in the company with responsibility for energy efficiency) showing the benefits of energy efficiency measures in industry. It should promote the uptake of energy efficiency solutions by providing relevant and real-world examples demonstrating their technical and financial feasibility, from a business point of view. The cases and examples provided should differentiate where relevant, per industrial sector or process.

The tender should demonstrate relevant experience of developing such communication tools.

This task shall also include the development of a dissemination strategy for this tool, including a launch event (see next task). The dissemination strategy shall comprise the identification of events (e.g. conferences, workshops, round table discussions), as well as publications where the tool could be presented and should in each case briefly describe the relevance and scope (e.g. which sector, type of participants, etc.) of the event or publication.

***Task 4: Organisation of a public event to launch the communication tool***

The Contractor shall plan and organise a public event for the launch of the communication tool in close cooperation with the Commission services, tailored to the same key audience of the communication tool (Task 3). The event should take place in Brussels, unless another opportunity is identified that would be better suited for this purpose (e.g. an international fair/conference on industrial energy efficiency).

The Contractor shall provide support to the Commission services, as regards management of invitations for participants and their feedback, development of the programme of the event, dissemination of the event-related information before and after the event (including the proceedings/minutes), provision of an info-service to participants (e.g. practical information related to the venue, transport, accommodation, etc.), organisation of presentations and registration of participants and speakers. The event costs (e.g. conference facilities, refreshments, etc.) will not have to be borne by the Contractor.

The tender should demonstrate experience with similar tasks and should propose a relevant contact list of potential invitees for the event, as part of the proposed methodology.

**3.3. Meetings**

Within 10 days after the signing of the contract, a **kick-off meeting** shall take place at the Commission premises in Brussels to discuss the draft project plan.

An **interim meeting** shall take place after 3 months to discuss progress.

A **final meeting** shall take place after 6 months to discuss the final results.

Between meetings the Contractor shall be in **regular contact** with the Commission services to ensure a coordinated approach to stakeholder engagement and

**3.4. Outputs and deliverables**

**Intermediate**

A **progress report** showing progress of the work shall be submitted to the Commission at the latest 3 months after the date of signature of the contract. The report should summarize all the deliverables and results to date and outline the roadmap towards the completion of the contract.

The Commission will have 15 days to provide the Contractor with its comments.

**Final**

A **draft final report** shall be submitted to the Commission at the latest 5 months after the contract was signed. The report should summarize all the deliverables and results produced in the framework of the implementation of the contract.

The Commission will have 15 days to provide the Contractor with its comments.

The **final report** shall be submitted to the Commission at the latest 6 months after the date of signature of the contract. The final report shall be accompanied by the final communication tool, including documents supporting the dissemination strategy and by the invoice as specified in the draft Contract attached in Annex 4.

The payment will be made according to the conditions specified in the draft Contract attached in Annex 4.

The duration of the tasks shall not exceed 6 months. This period is calculated in calendar days.

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

In principle, the deadlines set out above 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 outlined in the tender.

**4. ANNEXES**

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

# ANNEX 1

## IDENTIFICATION OF THE TENDERER

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

### Call for tender ENER /C3/2015-496/02

<b>Identity</b>	
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) <sup>7</sup>	
<b>Address</b>	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
<b>Contact Person</b>	
Surname:	
First name:	
Title (e.g. Dr, Mr, Ms) :	
Position (e.g. manager):	
Telephone number:	
Fax number:	
E-mail address:	

<sup>7</sup> For natural persons

<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>8</sup></b>	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

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<sup>8</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.





## ANNEX 2

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

*(Complete or delete the parts in grey italics in parentheses)*  
 [Choose options for parts in grey between square brackets]

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

- in [his][her] own name (*for a natural person*)
- or
- representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

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

making or control<sup>9</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

- declares that [the above-mentioned legal person][he][she]:
  - g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
  - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
  - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
  - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>10</sup> if any of the declarations or information provided prove to be false.

Full name

Date  
Signature

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<sup>9</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

<sup>10</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

## ANNEX 3

### POWER OF ATTORNEY

#### Mandating one of the partners in a joint tender as lead partner and lead contractor

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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:

<sup>11</sup> To be filled in and signed by each of the partners in a joint tender, except the lead partner;



**ANNEX 4**  
**DRAFT CONTRACT**