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| **TENDER DOSSIER** |
| **EUMM-21-7655** |

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| **PART A** |

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| **INSTRUCTIONS TO TENDERERS** |

# A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EUMM-21-7655

**By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.**

**These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at:** [**http://ec.europa.eu/europeaid/prag/document.do**](http://ec.europa.eu/europeaid/prag/document.do)**).**

**1. Supplies to be provided**

1.1 The subject of the contract is the supply and delivery, of the following supplies:

Lot 1 - Binoculars. Total Qty: 14

Lot 2 - Thermal Imaging Binocular. Total Qty: 1

Lot 3 - Laser Rangefinder. Total Qty: 1

Lot 4 - Photo Cameras. Total Qty: 25

Lot 5 - Lenses. Total Qty: 45

Lot 6 - Night Vision Adapter Lenses. Total Qty: 2

Lot 7 - Tablets. Total Qty: 24

The place where supplies are to be delivered is the EUMM Headquarters Warehouse (49 Krtsanisi Street – 0114 Tbilisi – Georgia) DDP[[1]](#footnote-1), and in accordance with the additional information about the contract notice:

* For **Lots 1, 4, 5, 6 and 7**, the delivery period is **maximum 60 calendar days** from the date of signature of the contract by the second of the two parties. The applicable Incoterm is DDP-EUMM Headquarters Warehouse (49 Krtsanisi Street – 0114 Tbilisi – Georgia).
* For **Lots 2 and 3**, the delivery period is **maximum 90 calendar days** from the date of signature of the contract by the second of the two parties. The applicable Incoterm is DDP-EUMM Headquarters Warehouse (49 Krtsanisi Street – 0114 Tbilisi – Georgia).

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

**2. Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME** |
| **Clarification meeting / site visit (if any)** | Not applicable | Not applicable |
| **Deadline for requesting clarifications from the contracting authority** | 21 calendar days before deadline for tenders indicated in the Contract notice  | -  |
| **Last date on which clarifications are issued by the contracting authority** | 8 days before deadline for submission of tenders indicated in the Contract notice  | - |
| **Deadline for submission of tenders** | **14 March 2022** | 15:00 hrs (Georgia Standard Time) |
| **Tender opening session** | **17 March 2022** | 14:00 hrs (Georgia Standard Time) |
|  |  |  |
| **Notification of award to the successful tenderer** | April**\*** | - |
| **Signature of the contract** | April**\*** | - |

**\* Provisional date**

**3. Participation**

3.1. The eligibility requirements detailed in the Additional information about the contract notice (Annex A5f) or, if applicable, in the Contract Notice (C2), apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10 % of the total value of the contract inaccordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour[[2]](#footnote-2) that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.

3.3. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.4. Subcontracting is allowed. The tenderer and, where applicable, entities on whose capacities it has relied with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract.

**4. Origin**

4.1 All supplies under this contract may originate in any country.

**5. Type of contract**

Unit-price

**6. Currency**

Tenders must be presented in Euro.

**7. Lots**

7.1 The tenderer may submit a tender for one lot, several or all of the lots.

7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.

7.4 Contracts will be awarded lot by lot, but the contracting authority may select the most favourable overall solution after taking account of any discounts offered.

**8. Period of validity**

8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.

8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

**9. Language of tenders**

9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

**10. Submission of tenders**

10.1 **Tenders must be sent to the contracting authority before the deadline specified in the Contract Notice.** They must include all the documents specified in point 11 of these Instructions and be sent in electronic form to the following e-mail address: **tenders@EUMM.EU.**

The **contract title** and the **publication reference** (EUMM-21-7655) must be clearly marked in the email(s) and on **the zipped folder / file (with password)** containing the tender and must always be mentioned in all subsequent correspondence with the contracting authority.

Important Requirement: the electronic form is meant to be zipped folder / file containing all the documents as requested; the zipped folder / file MUST have password which shall be known only to the company (person) submitting the tender. After tender submission deadline, the Chairperson and/or the Secretary of the Evaluation Committee will contact the company (person) via email and request password to open the submitted tender in the zipped folder / file. Tenderers MUST NOT provide the password to the contracting authority before the submission deadline.

**Tenders submitted by any other means will not be considered.**

**Tenders must comply with the following conditions:**

## 10.2 N/A

## 10.3 The tenders must be submitted to the European Union Monitoring Mission in Georgia (EUMM), **in electronic form, at the e-mail address: tenders@EUMM.EU** before the submission deadline set on **14 March 2022** at 15:00 hrs (Georgia Standard Time),

**Any tender sent to the contracting authority after this deadline will not be considered.**

10.4 All tenders, including annexes and all supporting documents, must be submitted **in electronic form** bearing only:

a) the reference code of this tender procedure, (i.e. **EUMM-21-7655**);

b) the number of the lot(s) tendered for;

c) the name of the tenderer.

**11. Content of tenders**

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

**Part 1: Technical offer:**

* a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including:
	+ For every item, tenderers must provide information/recommendations where it can be serviced/repaired during and after the warranty period (preferably in Georgia) should it be required.

The technical offer should be presented as per template (Annex II+III\*, Contractor’s technical offer) adding separate sheets for details if necessary.

**Part 2: Financial offer:**

* A financial offer calculated on a DDP[[3]](#footnote-3) basis for the supplies tendered.

This financial offer should be presented as per template (Annex IV\*, Budget breakdown), adding separate sheets for details if necessary.

**Part 3: Documentation:**

To be supplied using the templates attached\*:

* The "Tender form for a supply contract", together with Annex 1 **"Declaration on honour on exclusion criteria and selection criteria"**, both duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium). A copy of the signed original Declaration shall be submitted. **Signed originals of the Declaration on honour shall be kept by the tenderer and shall be submitted** **upon the request of the Contracting Authority.**
* The details of the bank account into which payments should be made (financial identification form – document c4o1\_fif\_en) (tenderers that have already signed another contract with the EUMM, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
* The legal entity file (document c4o2\_lefind\_en) and the supporting documents (tenderers that have already signed another contract with the EUMM, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

* A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions (an example of a model is available in Annex V.d).
* For every item, tenderers must provide information/recommendations where it can be serviced/repaired during and after the warranty period (preferably in Georgia) should it be required.
* Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex\* refers to templates attached to the tender dossier. These templates are also available on: <http://ec.europa.eu/europeaid/prag/annexes.do?group=C>

**12. Taxes and other charges**

The applicable tax and customs arrangements are the following:

The European Union and Georgia have agreed in as per Agreement between the European Union and Georgia on The Status of The European Union Monitoring Mission in Georgia (SOMA) 3 November 2008: “EUMM Georgia, shall be exempt from all national, regional and communal dues, taxes and charges of a similar nature in respect of purchased and imported goods, services provided and facilities used by it for the purposes of the Mission”.

EUMM is exempt from all taxes (including VAT), customs or import duties and other fiscal charges having equivalent effect, in respect of any goods to be supplied under this contract. All such goods must be delivered according to the DDP Incoterms regime.

**13. Additional information before the deadline for submission of tenders**

The tender dossier should be clear enough so that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders, specifying the publication reference (EUMM-21-7655) and the contract title, to the following address:

tenders@eumm.eu

The contracting authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on **EUMM Georgia website** (<https://www.eumm.eu/en/about_eumm/tenders>) at the latest 8 days before the deadline for submitting tenders. The website will be updated regularly, and it is the tenderers responsibility to check for updates and modifications during the submission period.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority and/or the European Commission during the tender period may be excluded from the tender procedure.

**14. Clarification meeting / site visit**

14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

1. **Alteration or withdrawal of tenders**

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 10. The e-mail must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

15.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

**16. Costs of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

**17. Ownership of tenders**

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

**18. Joint venture or consortium**

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.

18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.2 as if it, itself, were the tenderer.

**19. Opening of tenders**

19.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.

19.2 The date and venue of the tender opening session is indicated in Section IV.2.7 of the Contract Notice.

The committee will draw up minutes of the meeting, which will be available on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

19.3 At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.

19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

**20. Evaluation of tenders**

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in the additional information about the contract notice) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

* 1. Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria set out in these instructions.

No documentary evidence of the selection criteria shall be submitted but no pre-financing will be granted*.*

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion criteria and selection criteria (financial, economic, technical and professional capacity) set out in these instructions. Please note that a request for evidence in no way implies that the tenderer has been successful. **All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline**. In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence at short notice.

When requested, regarding the exclusion criteria, the tenderers should be able to provide the documentary proof or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in Section 2.6.10.1. of the practical guide.

This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender.

The above-mentioned documents must be submitted for every member of a joint venture/consortium, all subcontractors and every capacity providing entity.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents.

Failure to provide valid documentary evidence at the request and within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

If the successful tenderer fails to provide this documentary proof or statement or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

**21. Notification of award**

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

**22. Signature of the contract and performance guarantee**

22.1 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

22.2 **Within 30 days** of receipt of the contract signed by the contracting authority, the selected tenderer must **sign and date the contract and return it**, **with the performance guarantee** (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

22.3 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

22.4 The performance guarantee referred to in the general conditions is set at 5% of the total amount of the contract. The performance guarantee must be presented in the form specified in the annex to the tender dossier. It will be released within 60 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service. For contracts of EUR 150 000 or below, on the basis of objective criteria such as the type and value of the contract, the contracting authority may decide not to require such a guarantee.

**23. Tender guarantee**

No tender guarantee is required.

**24. Ethics clauses and code of conduct**

24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

**25. Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session, the tenders will not be opened.

Cancellation may occur, for example, if:

* the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
* the economic or technical parameters of the project have changed fundamentally;
* exceptional circumstances or *force majeure* render normal implementation of the project impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

**26. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

 **27. Data Protection**

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is Mr. SZCZYGIEL Marek, Head of Mission of the EUMM Georgia.

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above mentioned privacy statement to them.

**28. Early detection and exclusion system**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

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| **TENDER DOSSIER** |
| **EUMM-21-7655** |

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| **PART B** |

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| **DRAFT CONTRACT &** **SPECIAL CONDITIONS** |

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| --- |
| **GENERAL CONDITIONS** |

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| --- |
| **TECHNICAL SPECIFICATIONS + TECHNICAL OFFER** |

|  |
| --- |
| **BUDGET BREAKDOWN** |

|  |
| --- |
| **LEGAL ENTITY FILE & FINANCIAL IDENTIFICATION FORM** |



# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No: EUMM-21-7655

**FINANCED FROM THE GENERAL BUDGET OF THE UNION**

The European Union Monitoring Mission in Georgia (EUMM)

49 Krtsanisi Street

0114 Tbilisi

Georgia

 (‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[4]](#footnote-4)

[<Official registration number>][[5]](#footnote-5)

<Full official address>

[<VAT number>][[6]](#footnote-6), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT: CFSP/2020/40/EUMM Georgia**

**CONTRACT TITLE: Supply of observation and patrolling equipment & accessories to the EUMM Georgia, in 7 lots**

**Identification number: EUMM-21-7655**

**Article 1 Subject**

* 1. The subject of the contract shall be the supply and delivery of the following observation and patrolling equipment & accessories for the EUMM Georgia, in 7 lots**:**

Lot 1 - Binoculars. Total Qty: 14

Lot 2 - Thermal Imaging Binocular. Total Qty: 1

Lot 3 - Laser Rangefinder. Total Qty: 1

Lot 4 - Photo Cameras. Total Qty: 25

Lot 5 - Lenses. Total Qty: 45

Lot 6 - Night Vision Adapter Lenses. Total Qty: 2

Lot 7 - Tablets. Total Qty: 24

The place of delivery, inspection and acceptance of the supplies shall be the EUMM Headquarters Warehouse (49 Krtsanisi Street – 0114 Tbilisi – Georgia), the time limits for delivery shall be maximum 60 calendar days for Lots 1, 4, 5, 6, 7 and maximum 90 calendar days for Lots 2, 3 from the date of signature of the contract by the second of the two parties and the Incoterm applicable shall be DDP[[7]](#footnote-7). The implementation period of tasks shall run from the day the contract is signed by the second of the two parties.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annexes.

**Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the special conditions.

**Article 3 Price**

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be …. EUR.

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

EUMM is exempt from all taxes (including VAT), customs or import duties and other fiscal charges having equivalent effect, in respect of any goods to be supplied under this contract. All such goods must be delivered according to the DDP Incoterms regime.

**Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit]);
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* Legal Entities; Financial Identification; specified forms and other relevant documents (Annex V);
* C 11 – Provisional acceptance form.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

**Article 5 Other specific conditions applying to the contract**

For the purpose of Article 44 of the General Conditions, the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

Done in English in too originals: one originals being for the Contracting Authority one original being for the Contractor.

|  |  |
| --- | --- |
| **For the contractor** | **For the contracting authority** |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

# *SPECIAL CONDITIONS*

**CONTENTS**

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communications**

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand delivery.

Contact persons:

For the Contracting Authority:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Address: | 49, Krtsanisi street, Tbilisi, Georgia  |
| Telephone: |  |
| E-mail: |  |

For the Contractor:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Telephone: |  |
| E-mail: |  |

**Article 10 Origin**

## 10.1 All supplies under this contract may originate from any country.

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 5 % of the total contract price, including any amounts stipulated in addenda to the contract and must be presented in the form specified in the annex to the tender dossier.

The performance guarantee is required only for the successful tenderers of one or more lots with a cumulated value of more than EUR 150,000.00.

**Article 12 Liabilities and insurance**

Without limitations to the General Conditions’ Article 12, the Contractor shall bear all costs and risks of loss of or damage to the supplies until such time as they are delivered on DDP basis.

**Article 16 Tax and customs arrangements**

The European Union and Georgia have agreed in as per Agreement between the European Union and Georgia on The Status of The European Union Monitoring Mission in Georgia (SOMA) 3 November 2008: “EUMM Georgia, shall be exempt from all national, regional and communal dues, taxes and charges of a similar nature in respect of purchased and imported goods, services provided and facilities used by it for the purposes of the Mission”.

EUMM is exempt from all taxes (including VAT), customs or import duties and other fiscal charges having equivalent effect, in respect of any goods to be supplied under this contract. All such goods must be delivered according to the DDP Incoterms regime.

**Article 18 Commencement order**

The implementation of the tasks commences on the date of signature of the contract by the second of the two parties.

**Article 19 Period of implementation of the tasks**

For the Lots 1, 4, 5, 6, 7, the Contractor has a maximum of 60 calendar days to deliver the supplies after the signature of the contract by the second of the two parties.

For the Lots 2, 3, the Contractor has a maximum of 90 calendar days to deliver the supplies after the signature of the contract by the second of the two parties.

**Article 25 Inspection and testing**

Inspection activities shall take place upon delivery of the supplies in accordance with the Article 25 of General Conditions and shall be completed within 30 days thereafter.

**Article 26 General principles for payments**

26.1 Payments shall be made in euros [EUR] for foreign companies.

## Payments for Georgian companies that will be made in GEL (Georgian Lari) shall be converted from Euro to GEL using the EUR/GEL selling rate of the commercial bank serving EUMM Georgia applicable on the date of the transaction.

Payments shall be authorized and made by the Finance Department of EUMM Georgia, 49 Krtsanisi Street, 0114 Tbilisi.

Pre-financing is not applicable to this contract.

Payment will be made in accordance with Article 26 of the General Conditions into the bank account notified by the Contractor to the Contracting.

The payments will be made after the delivery of goods based on the invoice and certificate of provisional acceptance. Actual payment will be made within 30 days after providing by the Contractor to the Contracting Authority of a payment request/invoice in conformity with the article 26 of the General conditions.

 26.9 The price will be firm and not subject to revision.

**Article 29 Delivery**

29.3The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided by the manufacturer of the supplies. The packaging shall become the property of the recipient subject to environmental considerations.

**Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance C11 for supplies included in this contract must be issued using the template in Annex C11, upon the delivery of goods in compliance with Annex II/III (Technical Specifications and Technical Offer).

**Article 32 Warranty obligations**

32.7 The warranty must remain valid for one year after provisional acceptance or as per manufacturer’s standard warranty, whichever is longer.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

**Article 44 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[8]](#footnote-8) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

|  |
| --- |
| ANNEX I:GENERAL CONDITIONS 2021for Supply Contract**(SEE ATTACHED AS PDF FILE)** |
| ANNEX II + III:TECHNICAL SPECIFICATIONS + TECHNICAL OFFER**(SEE ATTACHED AS WORD FILE)** |
| ANNEX IV:BUDGET BREAKDOWN (MODEL FINANCIAL OFFER)**(SEE ATTACHED AS EXCEL FILE)** |
| ANNEX C:LEGAL ENTITY AND FINANCIAL IDENTIFICATION FORMS**(SEE ATTACHED AS PDF FILES)** |
| **TENDER DOSSIER** |
| **EUMM-21-7655** |

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| **PART C** |

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| **ADMINISTRATIVE** **COMPLIANCE GRID** |

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| --- |
| **EVALUATION GRID** |

# ADMINISTRATIVE COMPLIANCE GRID

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | Supply of observation and patrolling equipment & accessories to the EUMM Georgia, in 7 lots | **Publication reference :** | EUMM-21-7655 |

| Tender number  | Name of tenderer | Is tenderer (consortium) nationality[[9]](#footnote-9) eligible?(Y/N) | Is documentation complete?(Y/N) | Is language as required? (Y/N) | Is tender submission form complete?(Y/N) | Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable) | Declaration(s) of honour included? (Yes/No) | Other administrative requirements of the tender dossier?(Yes/No/Not applicable) | Overall decision?(Accept / Reject) |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **Chairperson's name** |  |
| **Chairperson's signature** |  |
| **Date** |  |

# *EVALUATION GRID*

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | Supply of observation and patrolling equipment & accessories to the EUMM Georgia, in 7 lots | **Publication reference:** | EUMM-21-7655 |

| Tender envelope No | Name of tenderer | Rules of origin respected?(Y/N) | Economic & financial capacity? (OK/a/b/…) | Professional capacity? (OK/a/b/…) | Technical capacity? (OK/a/b/…) | Compliance with [[10]](#footnote-10)technical specifications? (OK/a/b/…) | Ancillary services as required? (OK/a/b/…/NA) | Subcontracting statement in accordance with art. 6 of the general conditions?(Y/N) | Other technical requirements in tender dossier?(Yes/No/Not applicable) | Technically compliant? Y/N) | Justification/notes: |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  | N/A |  |  |  |  | N/A |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **Evaluator's name & signature** |  |
| **Evaluator's name & signature** |  |
| **Evaluator's name & signature** |  |
| **Date** |  |

|  |
| --- |
| **TENDER DOSSIER** |
| **EUMM-21-7655** |

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| **PART D** |

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| **TENDER SUBMISSION FORM**  |

#  *TENDER FORM FOR A SUPPLY CONTRACT*

Publication reference: EUMM-21-7655

Title of contract: Supply of observation and patrolling equipment & accessories to the EUMM Georgia, in 7 lots

**<Place and date>**

**A: The European Union Monitoring Mission in Georgia (EUMM), 49 Krtsanisi Street, 0114 Tbilisi, Georgia**

***[How to complete this tender submission form***

***Tenders submitted by consortia*** *(i.e. either a permanent, legally-established grouping or a grouping constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. In case of consortia, the tenderer’s declaration (point 7) should be submitted by the leader* ***and*** *by all members of the consortium.*

*The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy.* ***The only exception is the Declaration on Honour on exclusion and selection criteria for which a copy of the signed original Declaration shall be submitted, but the******signed originals of the Declaration on honour shall be kept by the tenderer and shall be submitted upon the request of the Contracting Authority*** *(see**section 11 of the instructions to tenderers). For economical and ecological reasons, it is recommend that paper files are used and that plastic folders or dividers are avoided. It is also recommended to use double-sided printing as much as possible.*

***Originals documents that have not been submitted must be kept by the tenderer. If requested, these originals documents must be dispatched to the contracting authority.***

***Delete this section highlighted in yellow after having completed all instructions.]***

**One signed** form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the instructions to tenderers**.** The form must include a signed declaration using the annexed format (point 7) from each legal entity submitting this tender. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration.Tenders being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

Capacity-providing entities

An economic operator (i.e. tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the economic operator relies on other entities it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing with the tender documents a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. **For the purpose of the present tender, the data for this third entity for the relevant selection criterion has to be included in a separate document**. Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

**1 SUBMITTED BY**

|  |  |  |
| --- | --- | --- |
|  | **Name(s) of tenderer(s)** | **Nationality[[11]](#footnote-11)** |
| **Leader[[12]](#footnote-12)** |  |  |
| **Member**  |  |  |
| **Etc …**  |  |  |

**2 CONTACT PERSON (for this tender)**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **E-mail** |  |

**3 ECONOMIC AND FINANCIAL CAPACITY[[13]](#footnote-13)**

Please complete the following table of financial data[[14]](#footnote-14) based on your annual accounts and your latest projections. If annual closed accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with \*\*. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial data**Data requested in this table must be consistent with the selection criteria set in the additional information about the contract notice document | **2 years before last year[[15]](#footnote-15)****2019****€** | **Year before last year2020****€** | **Last year2021****€** | **Average[[16]](#footnote-16) 2021-2020-2019****€** | **[Past year****€ ]\*\*** | **[Current year****€]\*\*** |
| Annual turnover[[17]](#footnote-17), excluding this contract |  |  |  |  |  |  |
| Current assets[[18]](#footnote-18)  |  |  |  |  |  |  |
| Current liabilities[[19]](#footnote-19)  |  |  |  |  |  |  |
| [Current ratio (current assets/current liabilities) | Not applicable | Not applicable |  | Not applicable | Not applicable | Not applicable] |

**4 PERSONNEL**

Please provide the following personnel statistics for the current year and the two previous years[[20]](#footnote-20).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Annual manpower** | **Year before past year** | **Past year** | **Current year** | **Period average** |
|  | **Overall** | **Relevant fields[[21]](#footnote-21)** | **Overall** | **Relevant fields 11** | **Overall** | **Relevant fields11** | **Overall** | **Relevant fields11** |
| Permanent personnel[[22]](#footnote-22) |  |  |  |  |  |  |  |
| Other personnel [[23]](#footnote-23) |  |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |  |
| Permanent personnel as a proportion of total personnel (%) | % | % | % | % | % | % | % % |
|  |  |  |  |  |  |  |  |

**5 FIELDS OF SPECIALISATION**

Please use the table below to indicate the **specialisms relevant to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. [**Maximum 10 specialisms**]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Leader | Member 2 | Member 3 | Etc … |
| Relevant specialism 1 |  |  |  |  |
| Relevant specialism 2 |  |  |  |  |
| Etc …[[24]](#footnote-24) |  |  |  |  |

**6 EXPERIENCE**

Please complete a table using the format below to summarise the **major** **relevant supplies** carried out over the past 3 years[[25]](#footnote-25) by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender

|  |  |  |
| --- | --- | --- |
| **Ref #** (maximum 15) | **Project title** | … |
| **Name of legal entity** | **Country** | **Overall supply value (EUR)[[26]](#footnote-26)** | **Proportion supplied by legal entity (%)** | **No of personnel provided** | **Name of client** | **Origin of funding** | **Dates**  | **Name of members if any** |
| … | … | … | … | … | … | … | … | … |
| **Detailed description of supply** | **Related services provided** |
| … | … |
|  |  |

**7 TENDERER’S DECLARATION(S)**

**As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity-providing entity and each subcontractor, must submit a signed declaration using this format, together with the declaration on honour on exclusion and selection criteria (Annex 1).**

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

**1** We have examined and accept in full the content of the dossier for invitation to tender No <……………………………….> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.

**2** We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot 1: Binoculars. Total Qty: 14

Lot 2: Thermal Imaging Binocular. Total Qty: 1

Lot 3: Laser Rangefinder. Total Qty: 1

Lot 4: Photo Cameras. Total Qty: 25

Lot 5: Lenses. Total Qty: 45

Lot 6: Night Vision Adapter Lenses. Total Qty: 2

Lot 7: Tablets. Total Qty: 24

**3** The price of our tender **excluding** spare parts and consumables, if applicable (excluding the discounts described under point 4) is:

Lot 1: <insert price and currency>

Lot 2: <insert price and currency>

Lot 3: <insert price and currency>

Lot 4: <insert price and currency>

Lot 5: <insert price and currency>

Lot 6: <insert price and currency>

Lot 7: <insert price and currency>

**4** We will grant a discount of [<…>%], or [<…………..>] [in the event of our being awarded lot … and lot … ………].

**5** This tender is valid for a period of 90 days from the final date for submission of tenders.

**6** If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the special conditions.

**7** Our firm/company [and our subcontractors] has/have the following nationality:

**<**……………………………………………………………………**>**

**8** We are making this tender in our own right [as member in the consortium led by [< name of the leader >] [ourselves]\*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s execution]. [We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]

**9** We undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the additional information about the contract notice. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

**10** We agree to abide by the ethics clauses in Clause 24 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this form.

We confirm that we, including all consortium members, if any, and subcontractors are not in the lists of EU restrictive measures ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) and we understand that our tender may be rejected, if proved the contrary.

**11** We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts funded by the EU/EDF.

**12** We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

**13** We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.

**14** We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel, to the European Anti-Fraud Office or to the European Public Prosecutor’s Office.

[\* Delete as applicable]

[If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium’s tender form. These data are based on our annual closed accounts and our latest projections. Estimated figures (i.e. those not included in annual closed accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial data**Data requested in this table must be consistent with the selection criteria set in the additional information about the contract notice document | **2 years before last5****2019****EUR** | **Year before last year****2020****EUR** | **Last year****2021****EUR** | **Average6 2021-2020-2019****EUR** | **Past year****EUR]** | **[Current year****EUR]** |
| Annual turnover 7, excluding this contract |  |  |  |  |  |  |
| Current assets8  |  |  |  |  |  |  |
| Current liabilities9  |  |  |  |  |  |  |
| [Current ratio (current assets/current liabilities) | Not applicable | Not applicable |  | Not applicable | Not applicable | Not applicable] |

The following table contains our personnel statistics as included in the consortium’s tender form:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Annual manpower** | **Year before past year** | **Past year** | **Current year** | **Period average** |
|  | **Overall** | **Relevant fields**11 | **Overall** | **Relevant fields11** | **Overall** | **Relevant fields** 11 | **Overall** | **Relevant fields** 11 |
| Permanent personnel 12 |  |  |  |  |  |  |  |  |
| Other personnel 13 |  |  |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |  |  |
| Permanent personnel as a proportion of total personnel (%) | % | % | % | % | % | % | % | % |

Yours faithfully

Name and first name: <…………………………………………………………………>

Duly authorised to sign this tender on behalf of:

**<**……………………………………………………………………………………**>**

Place and date: <…………………………………………………………….………….>

Stamp of the firm/company:

This tender includes the following annexes:

<Numbered list of annexes with titles>

**ANNEX 1
DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA**

**[How to submit the Declaration on Honour:**

* each legal entity identified under point 1, including every consortium member, and capacity-providing entities (if any) signs and dates the declaration on honour
* when submitting the tender, copies of the declaration on honour are provided
* the leader of the consortium keeps the original declarations on honour, including the declarations on honour of every consortium member, and capacity-providing entities (if any)
* during the evaluation, the evaluation committee might request the submission of the original declarations on honour, including the declarations on honour of every consortium member, and capacity-providing entities (if any)

**Delete this section highlighted in yellow after having completed all instructions.]**

**Declaration on honour on
exclusion criteria and selection criteria**

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

|  |  |
| --- | --- |
| (*only for natural persons*) himself or herself | (*only for legal persons*) 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’) |

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Date of the declaration** | **Full reference to previous procedure** |
|  |  |

**I – Situations of exclusion concerning the person**

|  |  |  |
| --- | --- | --- |
| 1. declares that the 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 Union or national law;
 | [ ]  | [ ]  |
| 1. 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 applicable law;
 | [ ]  | [ ]  |
| 1. 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 credibity 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 eligibility or selection criteria or in the performance of a contract or an agreement; | [ ]  | [ ]  |
| (ii) entering into agreement with other persons with the aim of distorting competition; | [ ]  | [ ]  |
| (iii) violating intellectual property rights; | [ ]  | [ ]  |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; | [ ]  | [ ]  |
| (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;***  | [ ]  | [ ]  |
| 1. 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 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995; | [ ]  | [ ]  |
| (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws; | [ ]  | [ ]  |
| (iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA; | [ ]  | [ ]  |
| (iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council; | [ ]  | [ ]  |
| (v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism; | [ ]  | [ ]  |
| (vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council; | [ ]  | [ ]  |
| 1. it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement 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 a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;
 | [ ]  | [ ]  |
| 1. 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;
 | [ ]  | [ ]  |
| 1. it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.
 | [ ]  | [ ]  |
| 1. (*only for legal persons*) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).
 | [ ]  | [ ]  |
| 1. declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is[[27]](#footnote-27):
 | YES | NO |
| 1. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, 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;
 | [ ]  | [ ]  |
| 1. subject to non-final judgments or 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;
 | [ ]  | [ ]  |
| 1. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;
 | [ ]  | [ ]  |
| 1. subject to information transmitted by Member States implementing Union funds;
 | [ ]  | [ ]  |
| 1. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;
 | [ ]  | [ ]  |
| 1. informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.
 | [ ]  | [ ]  |

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

***Not applicable to natural persons, Member States and local authorities***

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that a natural or legal 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 e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:
 | YES | NO | N/A |
| Situation (1)(c) above (grave professional misconduct) | [ ]  | [ ]  | [ ]  |
| Situation (1)(d) above (fraud, corruption or other criminal offence) | [ ]  | [ ]  | [ ]  |
| Situation (1)(e) above (significant deficiencies in performance of a contract ) | [ ]  | [ ]  | [ ]  |
| Situation (1)(f) above (irregularity) | [ ]  | [ ]  | [ ]  |
| Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations) | [ ]  | [ ]  | [ ]  |
| Situation (1)(h) above (person created with the intent to circumvent legal obligations) | [ ]  | [ ]  | [ ]  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| 1. 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 [***If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation***]:
 | YES | NO | N/A |
| Situation (a) above (bankruptcy) | [ ]  | [ ]  | [ ]  |
| Situation (b) above (breach in payment of taxes or social security contributions) | [ ]  | [ ]  | [ ]  |

**IV –** **Other Grounds for rejection from this procedure**

|  |  |  |
| --- | --- | --- |
| 1. declares that the above-mentioned person:
 | YES | NO |
| Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.  | [ ]  | [ ]  |

**V – Remedial measures**

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. 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 (1)(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 natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (1): (a), (c), (d), (f), (g) and (h) above, 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 (1) (a), (b), production of recent certificates issued by the competent authorities of the country of establishment. 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 award procedure of the same contracting authority. 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** |
| *Insert as many lines as necessary.* |  |

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

|  |  |
| --- | --- |
| Internet address of the database | Identification data of the document  |
| *Insert as many lines as necessary.* |  |

**VII – Selection criteria**

**Selection criteria applicable toall consortium members/subcontractors/capacity providing entities**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:
 | YES | NO | N/A |
| 1. It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 3 of the Instructions to tenderers;
 | [ ]  | [ ]  | [ ]  |
| 1. It fulfills the applicable economic and financial criteria indicated in section 10.1 of the additional information about the contract notice;
 | [ ]  | [ ]  | [ ]  |
| 1. It fulfills the applicable technical criteria indicated in section 10.3 of the additional information about the contract notice;
 | [ ]  | [ ]  | [ ]  |
| 1. It fulfills the applicable professional criteria indicated in section 10.2 of the additional information about the contract notice.
 | [ ]  | [ ]  | [ ]  |
| 1. is not subject to conflicting interests which may negatively affect the contract performance.
 | [ ]  | [ ]  | [ ]  |

**Selection criteria applicable to the tenderer as a whole-consolidated assessment**

***(to be filled ONLY by the sole tenderer or the leader in case of consortium)***

|  |  |  |  |
| --- | --- | --- | --- |
| 1. if the above-mentioned person is the **sole tenderer** or the **leader in case of consortium**, declares that:
 | YES | NO | N/A |
| 1. the tenderer, including all members of the group in case of consortium and including subcontractors and entities on whose capacity the tenderer intends to rely if applicable, fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.
 | [ ]  | [ ]  | [ ]  |
| 1. is not subject to conflicting interests which may negatively affect the contract performance.
 | [ ]  | [ ]  | [ ]  |

In case of a procedure with lots the above statements apply to the lot(s) for which the tender is submitted.

**VIII – 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 documents and which are not available electronically upon request and without delay.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. 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** |
| *Insert as many lines as necessary.* |  |

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

|  |  |
| --- | --- |
| Internet address of the database | Identification data of the document  |
| *Insert as many lines as necessary.* |  |

**IX - Declaration on honour on established debt to the union**

***(to be filled ONLY by the sole tenderer or the leader in case of consortium)***

The person, being a sole tenderer/the leader in case of consortium, submitting a request to participate/tender for the above procedure, declares that:

|  |  |  |
| --- | --- | --- |
| the tenderer, including each member of the group in case of consortium, subcontractors, | YES | NO |
| does not have an established debt to the Union. | [ ]  | [ ]  |

***The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.***

***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[[28]](#footnote-28)

\*\*\*

1. DDP (Delivered Duty Paid)— Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-1)
2. See PRAG Section 2.6.10.1.3 A) [↑](#footnote-ref-2)
3. DDP (Delivered Duty Paid) — Incoterms 2020 International Chamber of Commerce <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-3)
4. Where the contracting party is an individual. [↑](#footnote-ref-4)
5. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-5)
6. Except where the contracting party is not VAT registered. [↑](#footnote-ref-6)
7. DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-7)
8. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-8)
9. If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible. [↑](#footnote-ref-9)
10. The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed. [↑](#footnote-ref-10)
11. Country in which the legal entity is registered. [↑](#footnote-ref-11)
12. Add/delete additional lines for members as appropriate. Note that a capacity providing entity/ subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data on capacity providing entities/ subcontractor must not appear in the data related to the economic, financial and professional capacity but on a separate document. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as ‘**leader**’ (and all other lines should be deleted). [↑](#footnote-ref-12)
13. Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means. [↑](#footnote-ref-13)
14. If this tender form is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios. [↑](#footnote-ref-14)
15. Last year=last accounting year for which the entity's accounts have been closed. [↑](#footnote-ref-15)
16. Amounts entered in the ‘Average’ column must be the mathematical average of the amounts entered in the three preceding columns of the same row. [↑](#footnote-ref-16)
17. The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year. [↑](#footnote-ref-17)
18. A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.   [↑](#footnote-ref-18)
19. A company's debts or obligations that are due within one year. Current liabilitis on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts. [↑](#footnote-ref-19)
20. If this tender is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios. [↑](#footnote-ref-20)
21. Corresponding to the relevant specialisms identified in point 5 below. [↑](#footnote-ref-21)
22. Personnel directlyemployed or contracted by the tenderer on a permanent basis (i.e. under indefinite contracts). [↑](#footnote-ref-22)
23. Other personnel directlyemployed or contracted by the tenderer on a non-permanent basis (i.e. under fixed-term contracts). [↑](#footnote-ref-23)
24. add/delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as ‘Leader’ (and all other columns should be deleted). [↑](#footnote-ref-24)
25. References must be contracts implemented by the legal entity (or legal entities) submitting the-tender form (with the exception of documented cases of company buyout or universal succession). In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered. [↑](#footnote-ref-25)
26. Amounts actually paid, without the effect of inflation. [↑](#footnote-ref-26)
27. The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met. [↑](#footnote-ref-27)
28. *The declaration is to be signed with:*

	1. *Electronic signature (recommended option):**In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.*

*Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:*

	* *DSS Demonstration validation tool available at* <https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation>*can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.*
	* *EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List:* [https://webgate.ec.europa.eu/tl-browser/#](https://webgate.ec.europa.eu/tl-browser/#/)*To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.*

	1. *Handwritten signature:**In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.* [↑](#footnote-ref-28)