



Brussels, 28/10/2015
SRB/Procurement

LETTER OF INVITATION TO TENDER

Dear Sir/Madam,

Subject: Open call for tenders SRB/OP/1/2015

PROVISION OF ACCOUNTING ADVICE, ECONOMIC & FINANCIAL VALUATION SERVICES AND LEGAL ADVICE

1. The Single Resolution Board (hereinafter referred to as "the Contracting Authority" or "the SRB") is planning to award the public contract referred to above. Please find enclosed the related tender specifications (listing all the documents that must be produced in order to submit a tender) and the draft Multiple Framework Service Contract with reopening of competition.
2. If you are interested in this contract, you are hereby invited to submit a tender in one original (containing **original signatures** where requested) and 2 copies in one of the official languages of the European Union. The original version must be clearly labelled "original" and the two copies "copy 1" and "copy 2". Your offer must include a cover letter signed by the person(s) empowered to represent the tenderer and entitled to sign the contract if your offer is successful.
3. In case of discrepancies, the paper copy marked original shall supersede. Tenderers shall submit tenders both on paper as well as electronically:
 - a) either by registered post or by courier not later than **15/12/2015 24:00 CET**, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the address indicated below. You are strongly advised to use registered mail or equivalent service guaranteeing the traceability of your dispatch. In case of doubt, a tenderer may be asked to provide proof of dispatch.
 - b) or delivered in person not later than **15/12/2015 17:00 CET** to the address indicated below. The offer must be deposited no later than the final date for submission of offers only during the normal opening hours. In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery.

The Commission's central mail department is open from 07.30 to 17.30 Monday to Friday. It is closed on Saturdays, Sundays and official holidays of the Commission.

<p><u>By registered post:</u> CALL FOR TENDERS SRB/OP/1/2015 Single Resolution Board SC27 Procurement Section, Avenue Bourget 1/Bourgetlaan1 B-1049 Brussels, Belgium</p>	<p><u>By courier or delivered in person:</u> CALL FOR TENDERS SRB/OP/1/2015 Single Resolution Board Procurement Section, Rue de la Science 27, Office 01/31 Brussels, Belgium</p>
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Tenders must be placed inside two sealed envelopes. Both the inner and outer envelope, addressed as indicated above, should be marked as follows: "**CALL FOR TENDERS SRB/OP/1/2015 - NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT**". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The inner envelope must also contain two sealed envelopes, one containing the technical tender and the other the financial tender. Each of these envelopes must clearly indicate the content ("Technical" and "Financial").

4. Tenders must:
 - be signed by a duly authorised representative of the tenderer;
 - be perfectly legible so that there can be no doubt as to words and figures;
 - be clear and concise;
 - be assembled in a coherent fashion (e.g. bound or stapled) with all the pages numbered;
 - be drawn up using the model reply forms in the tender specifications (Annexes 2 to 6).
5. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 9 months from the final date for submission.
6. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specifications and in the draft Multiple Framework Service Contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.
7. Tenders will be opened in public session on **22/12/2015 at 10:00 CET** at the SRB Offices at Rue de la Science 27. One person representing the tenderer may be present at the opening session. Companies wishing to attend are requested to notify their intention by sending an e-mail to SRB-PROCUREMENT@ec.europa.eu at least 48 hours in advance for security reasons. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf. The tenderer's representatives will be required to sign an attendance sheet but will not receive any minutes of the session.
8. All costs incurred during the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.
9. Contacts between the Contracting Authority and tenderers are prohibited throughout the procedure save **in exceptional circumstances** and under the following conditions only:
 - Before the final date for submission of tenders:
 - * Potential tenderers may request clarifications with regard to the tender documents and for the purpose of clarifying the nature of the contract.
 - * Any requests for additional information must be made in writing and sent to the following email address SRB-PROCUREMENT@ec.europa.eu.
 - * The Contracting Authority is not bound to reply to requests for additional information received less than five working days before the final date for submission of tenders.

- * The Contracting Authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
 - * Any additional information including that referred to above will be published by the Contracting Authority on the SRB website under the procurement section for this tender. The website will be updated regularly and it is the tenderer's responsibility to check for updates and modifications during the tendering period.
 - After the opening of tenders
 - * If clarification is required or if obvious clerical errors in the tender need to be corrected, the Contracting Authority may contact the tenderer provided the terms of the tender are not modified as a result.
10. This invitation to tender is in no way binding on the Contracting Authority. The Contracting Authority's contractual obligation commences only upon signature of the contract with the successful tenderer.
 11. Up to the point of signature, the Contracting Authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
 12. Once the Contracting Authority has opened the tender, the document shall become the property of the Contracting Authority and it shall be treated confidentially.
 13. You will be informed of the outcome of this procurement procedure. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check it regularly.
 14. If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the SRB. Details concerning the processing of your personal data are available on the privacy statement at: http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf
 15. Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation 1 . For more information, see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE)

¹ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298 of 26.10.2012, p. 1) as amended.



I look forward to receiving your tender in response to this call for tenders.

Yours sincerely,
(signed)

Elke König
Chair

Annexes: Tender specifications, draft Multiple Framework Service Contract and other annexes



CALL FOR TENDERS

SRB/OP/1/2015

PROVISION OF ACCOUNTING ADVICE,
ECONOMIC & FINANCIAL VALUATION
SERVICES AND LEGAL ADVICE

TENDER SPECIFICATIONS

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1. INFORMATION ON TENDERING

1.1 PARTICIPATION

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties.

1.2 VOLUME OF THE MARKET

The estimated maximum amount for the execution of all the assignments referred to in this call for tenders is EUR forty (40) million for the full duration of the contract (i.e. 24 months and the 2 optional renewals). This amount includes all charges and expenses, except the travel and accommodation expenses and daily subsistence allowances.

Please note that the above figures are given for estimation purposes and that the total value of the contract depends on the specific assignments.

The SRB reserves the right to use a negotiated procedure for increasing the ceiling of the Multiple Framework Service Contract based on Article 134(1)(f) of the Rules of Application of the Financial Regulation².

1.3 DURATION

The duration of the contract resulting from the present call for tenders will have an initial duration of 24 months from the date of signature of the Multiple Framework Service Contract by the last contracting party for each lot. This contract may only be renewed up to two (2) times in total, each time for an additional period of twelve months (12) months.

1.4 CONTRACTUAL CONDITIONS

The purpose of this tender procedure is the selection of up to a maximum of six (6) tenderers per Lot for the provision of accounting advice, economic and financial valuation services and legal advice.

The services specified in each lot will be the subject of Multiple Framework Service Contracts with **Reopening of Competition** drawn up between the SRB and the successful tenderers to whom the contract is awarded. The draft contract is annexed to the Invitation to Tender.

The purpose of this system is to put Contractors of the Multiple Framework Service Contracts into competition at later stages. The Multiple Framework Service Contracts, as the result of the present public procurement procedure – if successful – will be awarded without any declared or effective priority or ranking amongst them.

The terms of the Multiple Framework Service Contracts will be the same for each contractor. When preparing the offers, tenderers must take into consideration the conditions laid down

² Commission Delegated Regulation (ER) Nr 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom), No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (OJ L 362, 31.12.2012, p1)



in the draft Multiple Framework Service Contract and its annexes, submitting an offer means that the tenderers accept them.

Procedure for Specific Contracts applicable for the Multiple Framework Service Contracts:

The Multiple Framework Service Contracts will be implemented through Specific Contracts. The procedure for the Specific Contracts shall be as follows:

a) Verification of conflict of interest:

Prior to each task, the SRB shall contact, by email, all the contractors of the Multiple Framework Service Contract for the particular lot informing them about the specific elements of the assignment concerned in order to determine whether there is a conflict of interest. The contractors will, without undue delay, and in any event within two working days, provide a duly signed declaration that the execution of the assignment will not be vitiated by a conflict of interest. Reference is made to Annex IV of the draft Multiple Framework Service Contract.

It should be noted that the SRB reserves the right to shorten the deadline for submitting the declaration of absence of conflict of interest depending on the nature and urgency of the specific assignment.

A conflict of interest or failure of the contractor(s) to meet the applicable deadline for the submission of the declaration shall lead to the exclusion of the contractor from the reopening of competition for the particular assignment.

Please note that confidentiality should be a key element of this verification process and therefore all contractors need to have appropriate procedures in place to keep information secret prior to and whilst performing a conflict of interest check.

b) Request for services:

Following the assessment of the declaration on the conflict of interest by the SRB, a "Request for services with reopening of competition" shall be sent (via email) to the contractors who are not in any conflict of interest and the request for services shall specify the following:

- particular assignment and the services needed;
- the deadline for submitting a specific offer that is commensurate with the urgency and relevance of the task to be executed;
- deliverables and reporting to be provided (if applicable);
- the duration of the service and the performance deadlines (if applicable);
- the number of meetings between SRB and the contractor (if applicable);
- payment instalments (if applicable).

Within the deadline specified in the "Request for services with reopening of competition", the contractors will provide the SRB with a written specific offer (by email). **It should be noted that the deadline for receiving offers will depend on the nature and urgency of the specific tasks.**

In the event of failure to respect the particular deadline, the contractor shall be considered as unavailable and shall be rejected from the mini competition of the Specific Contract.

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

c) Assignment under Specific Contracts:

The SRB will examine the specific offers received and the Specific Contract shall be awarded in accordance with the award criteria stated in point 2.4.2 “Criteria for the award of the Specific Contracts for Lots 1, 2 & 3” of these Tender Specifications.

Within five working days of a Specific Contract being sent by the SRB to the Contractor, the SRB shall receive it back, duly signed and dated. **It should be noted that the deadline for receiving a Specific Contract will depend on the nature and urgency of the specific assignments.**

The period allowed for the execution of the assignments shall start to run on the date the contractor signs the Specific Contract, unless a different date is indicated.

1.5 LOTS

- The tender is divided into 3 lots, as specified in the technical specifications (see section 3).

Table 1 – Division into Lots

Lot	Subject
1	Analysis of Financial Statements and Accounting Advice
2	Advice and Assistance on Economic and Financial Valuation
3	Legal Advice

- Any tenderer may submit tenders for any number of lots. **The tenderer shall submit a separate tender for each lot for which it is tendering, including all the information required for the evaluation of the tender.**
- It may indicate any price reduction it is prepared to grant in the event of being awarded a contract either for all the lots or for a specified group of lots. It may also make its tender conditional on being awarded all lots or particular specified lots.
- Any tender submitted for a particular lot must cover all the work required for that lot. Tenders for only a part of a lot will not be accepted.
- The SRB reserves the right to award a contract for only some of the lots which are the subject of this tender.

1.6 COLLABORATING WITH OTHER COMPANIES

Companies can consider two ways of collaborating in an offer: either as joint partners in the offer or through subcontracting. Unless stated otherwise in the contract notice and/or the tendering specifications, both **joint offers** and **subcontracting** are allowed in response to a call for tenders issued by the SRB. Offers may even combine both approaches.

In any case, the bid must specify very clearly whether each company involved in the offer is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others).

The implications of these two modes of collaboration are radically different. So that you can understand them both fully, they are outlined below.

1.7 JOINT TENDERS

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

All economic operators in a joint tender assume **joint** and **several liability** towards the SRB for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the SRB.

Statements saying, for instance:

- that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest , or
- that more than one contract should be signed if the joint offer is successful,

are thus incompatible with the principle of joint and several liability. The SRB will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

1.7.1 JOINT OFFERS WILL BE ASSESSED AS FOLLOWS:

- The exclusion criteria (see point 2.2 “**Exclusion Criteria**” of the Tender Specifications) will be assessed in relation to each company individually.
- The selection criteria for economic, financial, technical and professional capacity (see point 2.3 “**Selection Criteria**” of the Tender Specifications) will be assessed in relation to the tendering group as a whole.
- The evaluation criteria (see point 2.4 “**Award Criteria**” of the Tender Specifications) will be assessed in relation to the tender.

1.7.2 SHOULD TENDERERS WISH TO TENDER WITH A PARTNER AND HAVE ALREADY SET UP A CONSORTIUM or similar entity to that end, this should be mentioned in the offer, together with any other relevant information in this respect.

Should tenderers intend to submit a joint offer, it should be noted that, if awarded the contract, the SRB will require the tenderer to give a formal status to the proposed association before the contract is signed. This can take the form of:

- an entity with legal personality recognised by a Member State; or
- an entity without legal personality but offering sufficient protection of the SRBs contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association); or
- **the signature by all the partners of a “power of attorney” based on the model laid down by the SRB, which provides for a form of cooperation.**

After the award, the Contracting Authority will sign the contract either with all members of the group or with the member duly authorised by the other members via a power of attorney (model provided under Annex 5 of the Tender Specifications).

1.8 SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Contracting Authority and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the work.



Subcontracting is permitted in the tender but **the main contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole**. The Contracting Authority has no direct legal commitment with the subcontractor(s).

Accordingly:

- The SRB will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor.
- Under no circumstances can the main contractor avoid liability towards the SRB on the grounds that the subcontractor is at fault.
- Subcontracting is permitted to subcontractors proposed in the offers submitted in reply to the call for tenders.
- One-person companies may be authorised as subcontractor and added to the list of subcontractors at any time during the execution of the contract.
- Additional subcontracting to other than one-person companies (or freelancers) during the execution of the contract will be accepted for specialised technical expertise required for the provision of the services.
- Furthermore, additional levels of subcontracting (e.g. subcontracting of subcontracts) are not allowed during the execution of the contract unless a prior written authorisation has been granted by the SRB.
- If your offer envisages subcontracting, your file must include:
 - (i) a document
 - mentioning the reasons why you are envisaging subcontracting;
 - stating clearly the roles, activities and responsibilities of subcontractor(s), and;
 - specifying the volume / proportion for each subcontractor.
 - (ii) a letter of intent by each subcontractor whose share of the contract is above 20% stating its intention to collaborate with you if you win the contract.

Offers involving subcontracting will be assessed as follows:

- The exclusion criteria (see point 2.2 "Exclusion Criteria" of the Tender Specifications) will be assessed in relation to the tenderer and each proposed subcontractor.
- The economic, financial, technical and professional selection criteria (see point 2.3 "Selection Criteria" of the Tender Specifications) will be assessed in relation to the tenderer and possible subcontractor(s) as a whole.
- The evaluation criteria (see point 2.5 "Technical Offer" & point 2.6 "Financial Offer" of the Tender Specifications) will be assessed in relation to the tender.

During execution of the contract, the contractor will need the SRB's express authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Full details of such subcontractors must also be provided in Annex 2 "Letter of submission of the Tender" of the Tender Specifications.



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

Freelancing, drawing on the activities or staff of any other entirely different legal entity than the contractor, independently of its exact legal form (and independently of the applicable national law), does qualify as subcontracting.

If your offer envisages subcontracting to freelancers, your file must include:

- list of all freelancers;
- a letter of intent by each freelancer stating its intention to collaborate with you if you win the contract.

1.9 CONTENT OF THE TENDER

The tenders must be presented as follows:

- Section 1: Identification of the tenderer (see point 1.10 of the Tender Specifications)
- Section 2: Evidence for exclusion criteria (see point 2.2 of the Tender Specifications)
- Section 3: Evidence for selection criteria (see point 2.3 of the Tender Specifications)
- Section 4: Technical offer (see point 2.5 of the Tender Specifications)
- Section 5: Financial offer (see point 2.6 of the Tender Specifications)

1.10 IDENTIFICATION OF THE TENDERER: LEGAL CAPACITY AND STATUS

To identify himself, the tenderer must include a duly signed letter of submission of tender (see Annex 2 "**Letter of submission of the Tender**" of the Tender Specifications) presenting the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single contact person in relation to this tender.

If applicable, the letter of submission of tender must indicate the proportion of the contract to be subcontracted.

In case of joint tender, the letter of submission of tender must be signed by a duly authorised representative for each tenderer, or by a single tenderer duly authorised by other tenderers with power of attorney (model provided under Annex 5 "**Model of Power of Attorney**" of the Tender Specifications).

Subcontractors whose share of the contract is above 20% must provide a duly signed letter of intent (model provided under Annex 6 "**Letter of Intent**" of the Tender Specifications) stating their willingness to provide the service foreseen in the offer and in line with the present tender specifications.

In order to prove their legal capacity and their status, all tenderers and identified subcontractors must provide a signed Legal Entity Form **with the supporting evidence** indicated in the form. This Legal Entity Form is to be signed by a representative of the tenderer authorised to sign contracts with third parties. The form is available for individuals, private entities and public entities on:

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



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

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

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

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for subcontractors and other joint tenderers). The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

2. EVALUATION AND AWARD

2.1. EVALUATION STEPS

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

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

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

2.2. EXCLUSION CRITERIA

The tenderers shall provide a declaration of honour (see Annex 3 "**Declaration of Honour**" of the Tender Specifications), **duly signed and dated** by an authorised representative, stating that they are not in one of the situations of exclusion listed in this Annex. In the case of a joint tender, the declaration on the honour shall be provided by each member of the group. The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 3 "**Declaration of Honour**" of the Tender Specifications before signature of the Contract and within a deadline given by the Contracting Authority. This requirement applies to all members of the consortium in case of joint tender (and to subcontractors whose intended share of the contract is above 20%).

The Contracting Authority reserves the right to check the information on the Declaration of Honour.

Contracts may not be awarded to tenderers who, during the procurement procedure:

(a) are subject to a conflict of interest. The candidates should note that a potential conflict of interest regarding one of the potential assignments under the contract does not as such exclude candidates from submitting a tender, since such a conflict of interest will be dealt with before placing orders for specific tasks. For example, if a candidate has already advised or is advising on the specific elements of the tasks in matters related to, inter alia, impaired asset relief measures and/or resolution mechanisms, this should not prevent him from presenting an offer. The potential existence of a conflict of interest regarding a particular legal entity will be dealt with when a specific assignment is to be contracted.

(b) are guilty of misrepresentation in supplying the information required by the SRB as a condition of participation in the contract procedure or fail to supply this information.

2.3. SELECTION CRITERIA

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender. The evidence requested should be provided by each member of the group in case of joint tender and subcontractor whose intended share of the contract is above 20%. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

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

The candidate who does not provide the documentation specified, or who is judged, on the basis of the documentation provided, not to have fulfilled the criteria specified below, will be excluded

2.3.1. ECONOMIC AND FINANCIAL CAPACITY CRITERIA AND EVIDENCE

Tenderers will provide sufficient information and proof to satisfy the Contracting Authority of their financial standing and that they and any subcontractors have the necessary resources and financial means to carry out the work that is subject of the tender. To be eligible, tenderers must have a yearly turnover for the last three years:

- of EUR five million (5,000,000) for Lots 1 & 2

- of EUR ten million (10,000,000) for Lot 3.

In order to prove that you have sufficient economic and financial capacity to perform the contract, you will be asked to present the following evidence:

- relevant **professional risk indemnity insurance** as reasonably required by standard practice in the industry;
- copy of the profit & loss accounts and balance sheets for the last three years for which accounts have been closed;
- a statement of overall turnover and turnover during the last 3 financial years.
- if you rely on the capacities of other entities (e.g. your parent company), **a written undertaking** on the part of those entities confirming that they will place the resources necessary for performance of the contract at your disposal.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority

considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Contracting Authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

The Contracting Authority shall analyse the adequacy of tenderers' financial standing. Where it considers this insufficient the Contracting Authority shall have the right either to reject any offer or to accept it subject to conditions or to any interim payments being deferred until the work has been completed. Submission of a tender implies acceptance that the Contracting Authority's decision will be final and that it will not enter into negotiations with tenderers on this subject.

2.3.2. TECHNICAL AND PROFESSIONAL CAPACITY CRITERIA AND EVIDENCE

2.3.2.a TECHNICAL AND PROFESSIONAL CAPACITY LOT 1 & 2

Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract as further described in the Technical Specifications (see point 3). To that end, you are requested to provide the supporting documentation. It is reminded that in case of a joint offer, information for each company needs to be submitted.

REQUIREMENTS:

I) Tenderer's Cross Border presence

- Indicate whether your company has locations or establishments in **at least four different Member States of the European Union** and list them;

II) Profiles and Mandatory Minimum Experience

Profiles	Mandatory Minimum Experience
Partner	Extensive experience in their specialist field of expertise, minimum <u>15 years</u> , leading major, complex and business critical projects, bringing genuine strategic insight and in-depth knowledge of the financial services and/or regulatory sector and of current policy and political issues affecting it. Previous experience in managing at least <u>7 major projects involving the coordination of a high profile team of at least 10 staff members</u> , preferably in the financial services and/or regulatory sector.
Managing Consultant	Substantial experience, minimum <u>12 years</u> , in their specialist field with a minimum of <u>6 years</u> in an investment banking, accountancy or consultancy role. In depth knowledge of the financial services and/or regulatory sector and of current policy and political issues affecting it. Previous experience in managing at least <u>5 major projects involving the coordination of a high profile team of at least 10 staff members</u> , preferably in the financial services and/or regulatory sector.
Principal Consultant	Substantial experience, minimum <u>10 years</u> , in their specialist field with a minimum of <u>4 years</u> in an investment banking, accountancy or consultancy role. Sound knowledge of the public sector and current policy and political issues affecting it. Previous experience in managing at least <u>3 major projects involving a high profile team of at least 10 staff members</u> , preferably in the financial services and/or regulatory sector.
Senior Consultant	Substantial experience, minimum <u>7 years</u> , in their specialist field with a minimum of <u>2 years</u> in an investment banking, accountancy or consultancy role. Familiarity of the issues and problems facing financial services and/or regulatory organisations.
Consultant	Substantial experience, minimum <u>5 years</u> , and an in-depth knowledge of



	their specialist field.
Junior Consultant	Experience, minimum <u>3 years</u> , within their specialist field.

The members of the teams should be key individuals within your organisation that will take responsibility for the consultancy or advice work covered in lots 1 & 2 who are able to work and communicate in excellent English.

The tenderer has to demonstrate that it has the technical capacity to provide the required services based on the CVs provided.

EVIDENCE:

- a.i) List the locations or establishments in at least four different Member States of the European Union.
- a.ii) Details of the **proposed key individuals** that you intend to use to lead the services for the lot you are bidding who are able to work and communicate in excellent English.
Your response should include a maximum of 5 CV's per location or establishment in at least four different Member States of the European Union (max 4 A4 side per CV), including the CV of the project manager. **The CV's should be for the key individuals** within your organisation that will take responsibility for the consultancy or advisory work covered by each lot.
- a.iii) The tenderer must demonstrate that he has previous experience, during the last six years, of successfully delivering services similar to the ones described in point 2.3.2.a for lots 1 & 2 for which you are bidding. This description must be a maximum of 4 A4 pages, minimum font size 11.

The SRB may reject tenderers at selection stage in case of a conflict of interest that may affect the performance of the contract.

2.3.2.b TECHNICAL AND PROFESSIONAL CAPACITY Lot 3

Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract as further described in the Technical Specifications (see point 3). To that end, you are requested to provide the supporting documentation. It is reminded that in case of a joint offer, information for each company needs to be submitted.

REQUIREMENTS:

I) Tenderer's Cross Border experience

- Demonstrate that your company has cross border experience in **four Member States of the European Union**;
- Demonstrate ability to advise on legal issues related to the assignments and responsibilities of the SRB under **relevant International laws** and applicable domestic laws in **all Eurozone Member States as well as the United Kingdom and the United States of America**.

II) Profiles and Mandatory Minimum Experience

Profile	Mandatory Minimum Experience
Partner	Partner position in the firm. Extensive experience, minimum of <u>8 years</u> of leading business critical legal projects and transactions, bringing genuine strategic insight. In-depth knowledge of the financial services and/or regulatory sector and of current policy and political issues affecting it.
Senior Associate	Substantial legal experience with a minimum of <u>5 years</u> . Familiarity with the issues and problems financial institutions and/or regulatory organisations may face. Experience of working in a wide range of relevant projects and in-depth knowledge of their specialist field.
Associate	Substantial legal experience, with a minimum of <u>3 years</u> , and an in-depth knowledge of their specialist field
Junior	Legal experience, minimum <u>1 year</u> , in a wide range of projects in their specialist field.

The members of the team should be key individuals within your organisation who will take responsibility for the consultancy or advice work covered in this lot and who are able to work and communicate in excellent English.

The tenderer has to demonstrate that it has the technical capacity to provide the required services based on the CVs provided.

EVIDENCE:

- b.i) Evidence of cross border experience in four Member States of the European Union (the evidence should be limited to 2 A4 pages).
- b.ii) List of offices, international cooperation, international networks or corresponding relations with firms covering **all Eurozone Member States as well as the United Kingdom and the United States of America** (the evidence should be limited to 2 A4 pages);
- b.iii) Details of the proposed key individuals that you intend to use to lead the services of this lot who are able to work and communicate in excellent English.
Your response should include a **maximum of 10 CV's** (max 4 A4 side per CV) including the CV of the lead partner who will act as a contact point with the SRB.
- b.iv) The tenderer must demonstrate that he has previous experience, during the last six years, of successfully delivering services similar to the ones described in point 2.3.2.b for lot 3 for which you are bidding. This description must be a maximum of 4 A4 pages, minimum font size 11.
- b.v) Certificates proving that the proposed team is composed of lawyers currently registered with a European Union bar association.

The SRB may reject tenderers at selection stage in case of a conflict of interest that may affect the performance of the contract.

2.4. AWARD CRITERIA

The tenderers are requested to submit the technical solutions to the respective Lots to which they are tendering. Please take special notice that the award criteria are explained in Appendices A, B & C.

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. Please note that if you are applying to more than one Lot and if the information is the same (eg. constitution of the team, methodology etc.), this fact needs to be clearly expressed in your bid.

The Multiple Framework Service Contract will be awarded to the tenderers who submit the most economically advantageous bid (those with the highest score) based on the quality criterion and their associated weightings:

2.4.1 CRITERIA FOR THE AWARD OF THE MULTIPLE FRAMEWORK SERVICE CONTRACT FOR LOTS 1, 2 AND 3 ARE AS FOLLOWS:

There are 3 quality criteria:

1. Quality criterion 1 (Q1): Approach and methodology ($W_1 = 40\%$)
2. Quality criterion 2 (Q2): Assignment Management ($W_2 = 20\%$)
3. Quality criterion 3 (Q3): Resource Management & Retention ($W_3 = 10\%$)

and the price criterion and associated weighting:

Price of the bid ($W_{Price} = 30\%$).

Please refer to Appendices A, B and C for further explanation of the award criteria.

For all bids evaluators will give marks between 0-10 (half points are possible) for each quality criterion.

The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion i is

$$Q_i = \frac{1}{\text{number of evaluators}} * \sum_{\text{evaluator}} \text{mark of the evaluator for quality criterion } i$$

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

$$SQ = \frac{Q}{Q \text{ of the bid with highest } Q} * 100 * \sum_i W_i$$

The score for price is

$$SP = \sum_i \frac{\text{lowest Price}_i \text{ of all bids}}{\text{Price}_i} * 100 * W_{Price_i}$$

Only bids that have reached a minimum of 60 % for Q_1 , a minimum of 60 % for Q_2 , etc. will be taken into consideration when calculating the score for quality SQ , score for price SP and score S .

Only bids that have reached a minimum of 60 % for the score S will be taken into consideration for awarding the contract.

2.4.2 CRITERIA FOR THE AWARD OF THE SPECIFIC CONTRACTS FOR LOTS 1, 2 & 3

The following criteria and procedure will be used in case of awarding the Specific Contract:

- **Admissibility**

Only admissible specific offers will be evaluated. The criteria for admissibility of the offers are the following:

- Deadline for submission of the declaration of absence of conflict of interest has been respected;
- Deadline for submission of offers has been respected.

- **Award Criteria**

Taking into account the use of the Multiple Framework Service Contracts with reopening of competition, the following award criteria are set up to determine the best offer to which the **Specific Contract will be awarded**:

There are 2 quality criteria:

1. Quality criterion 1 (Q1) **Quality and suitability of the specific methodology** for the tasks being requested. ($W_1 = 30\%$)
2. Quality criterion 2 (Q2) **Professional Merit of the proposed team** ($W_2 = 30\%$)

and the price criterion and associated weighting:

Price of the bid ($W_{price} = 40\%$).

For all bids evaluators will give marks between 0-10 (half points are possible) for each quality criterion.

The score is calculated as

$$S = SQ + SP$$

where:

The average quality for quality criterion i is

$$Q_i = \frac{1}{\text{number of evaluators}} * \sum_{\text{evaluator}} \text{mark of the evaluator for quality criterion } i$$

The overall weighted quality is

$$Q = \sum_i Q_i * W_i$$

The score for quality is

$$SQ = \frac{Q}{Q \text{ of the bid with highest } Q} * 100 * \sum_i W_i$$

The score for price is

$$SP = \sum_i \frac{\text{lowest Price}_i \text{ of all bids}}{\text{Price}_i} * 100 * W_{\text{Price}_i}$$

Only bids that have reached a minimum of 60 % for Q_1 , a minimum of 60 % for Q_2 , etc. will be taken into consideration when calculating the score for quality SQ , score for price SP and score S .

Only bids that have reached a minimum of 60 % for the score S will be taken into consideration for awarding the contract.

2.5. TECHNICAL OFFER

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

2.6. FINANCIAL OFFER

Tenderers must insert the hourly rates in the price table to be found in the Award Criteria per Lot.

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

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

The quoted price must be a fixed amount. That price should include all charges (fees, meetings, administrative expenses, overheads), **except for the travel, accommodation expenses and daily subsistence allowances**. No additional refund request in respect of the above mentioned charges will be accepted.

In addition to the estimated maximum amount specified in section 1.2. of the Tender Specifications, travel, accommodation expenses and daily subsistence allowances shall be reimbursed in accordance with Article I.5.3 of the draft Multiple Framework Service Contract up to a maximum amount of six (6) million euro.

Prices shall be fixed and not subject to revision during the first year of performance of the contract. At the beginning of the second and every following year of the contract, the amount may be revised upwards or downwards. This revision will be made according to Article I.5.2 of the draft Multiple Framework Service Contract.

Different price options will not be accepted and will entail the refusal of the offer.



3. TECHNICAL SPECIFICATIONS

3.1 GENERAL BACKGROUND AND PURPOSE OF THE CONTRACT

In response to the financial crisis of 2008, the European Commission pursued a number of initiatives to create a safer and sounder financial sector for the single market. The Single Resolution Mechanism (SRM) is one of them. It is the second pillar of the Banking Union. Its legal basis are the Bank Recovery and Resolution Directive (BRRD), Directive (EU) No 59/2014 and the SRM Regulation (SRMR), Regulation (EU) No 806/2014.

Together with the Single Supervisory Mechanism (SSM), for which the European Central Bank is responsible, the Single Resolution Board (SRB) is one of the corner stones of a new architecture in banking supervision and resolution within the Euro Area and beyond. Its creation represents a major step towards ending the toxic cycle of too-big-to-fail of the past and towards re-establishing the principles of the market economy in the banking sector.

The SRB is therefore the central decision-making body of the SRM and the European resolution authority as part of the European Banking Union. Its mission is to ensure an orderly resolution of failing banks with minimum impact on the real economy and public finances of the participating Member States and beyond. The SRB is a self-financed independent agency of the European Union, which has its seat in Brussels, Belgium. It works in close cooperation in particular with the national resolution authorities of participating Member States, the European Commission and the European Central Bank. The SRB is made up of 6 permanent Board Members and the SRB conveys decisions in its executive and plenary sessions. Any resolution decisions will be taken by the executive session.

The SRB is responsible for the preparation of resolution plans and, where required, will from 1 January 2016 carry out resolution activities for credit institutions under its remit. It is responsible for managing the Single Resolution Fund (SRF), which was established as a pool of money financed by the banking sector in order to ensure that medium-term funding support is available in case a credit institution is restructured. The SRF will be built up during the first eight years (2016-2023) to act as a buffer for the taxpayer in case of a bank failing or likely to fail. The target volume of the SRF is measured in proportion to client deposits held at all the banks in the Euro Area. The SRF shall reach at least 1 % of these so-called covered deposits (deposits of up to 100,000 for each client at any bank) which could lead to final size of the SRF of EUR 55bn. It will only be used as last resort once shareholders and creditors have fully contributed to the resolution measures.

The SRB is operational since 1st January 2015 and has started to work on developing resolution plans for credit institutions. It will be fully operational, with a complete set of resolution powers, as of 1 January 2016.

The recent financial crisis has shown the need for adequate tools at Union level to deal effectively with unsound or failing credit institutions and investment firms ('institutions'). The resolution framework should provide for timely entry into resolution before a financial institution is balance-sheet insolvent and before all equity has been fully wiped out.

According to the SRMR, resolution should be initiated when an institution is failing or likely to fail, no alternative measures (e.g. use of private funds) would prevent such a failure, and there is public interest in placing the institution under resolution and applying resolution tools rather than resorting to normal insolvency proceedings. When applying resolution tools and exercising resolution powers, the SRB may need assistance or/and advice relating the

tasks and powers conferred to it by the SRMR or/and the BRRD from external independent providers. For example: before taking resolution action or exercising the power to write down or convert relevant capital instruments, the resolution authorities have to ensure that a fair, prudent and realistic valuation of the assets and liabilities of the institution is carried out by a person independent from any public authority, including the resolution authority, and the institution or entity object of the valuation (Art. 36 of the BRRD). Besides, an independent valuer has to carry out a valuation for the purpose of assessing whether shareholders and creditors would have received better treatment if the institutions under resolution had entered into normal insolvency proceedings (Art. 74 of the BRRD). The Board could, finally, request legal advice and assistance when exercising the powers and duties conferred to it by the SRMR.

3.2. CONTRACT SPECIFICATIONS

3.2.1. GENERAL AND SPECIFIC OBJECTIVES OF THE LOTS

The call for tenders is divided into 3 lots described below in Table 1.

Table 1 – Division into Lots

Lot	Subject
1	Analysis of Financial Statements and Accounting Advice
2	Advice and Assistance on Economic and Financial Valuation
3	Legal Advice

A description of the domains for each lot is given hereafter. It should be noted that the descriptions are indicative and the definitions are non-exhaustive. Furthermore, the complexity of the tasks involved and the limited time available may require close to full-time involvement of the expert advisors.

3.2.2 LOT 1: ANALYSIS OF FINANCIAL STATEMENTS AND ACCOUNTING ADVICE

Description of the tasks

Consultation and advice to the Board in relation to accounting and valuation of financial instruments for the purpose of resolution, including, but not limited to independent valuation work, as required by articles 36 and 74 of the BRRD and article 20 of the SRMR, before taking resolution actions or ex post definitive valuation, including:

- The analysis and accounting valuation of portfolio of financial instruments and other assets and liabilities, including complex and problematic impaired assets and critical review of judgements used to approximate expected losses and provisioning policies.
- The preparation of an updated balance sheet, and a report on the financial position of an entity.
- The analysis and estimation of the current accounting value of the assets and liabilities as appearing in the accounting books and records of the entity.
- The drafting of the list of outstanding on-balance-sheet and off-balance-sheet liabilities shown in the books and records of the entity, with an indication of the respective credits and priority of claims.



Description of the profiles

The description of the profiles for this lot are generic. The description is presented in point 2.3.2.a of the Tender Specifications.

3.2.3 LOT 2: ADVICE AND ASSISTANCE ON ECONOMIC AND FINANCIAL VALUATION

Description of the tasks

Assistance to the Board in relation to economic valuation with the purpose of informing the decisions of the Board in relation to resolution matters including, but not limited, to the following:

- Assessment of the impact of the use of resolution tools considered by the Board, including any eventual write down or conversion of capital instruments. This would include a valuation that takes into consideration the hypothetical impact of actions that may be taken by the resolution authority when implementing the chosen resolution tool.
- An assessment of the economic value of financial instruments and balance sheet items, even if this means departure from accounting and prudential rules. The valuers shall apply their independent expert judgement in determining key characteristics of the assets or liabilities being measured.
- An overview of the models and quantitative approaches to derive the economic value of financial products. The valuer should explain and justify key assumptions, uncertainties and sensitivity of the valuation to such assumptions and uncertainties.
- When a resolution tool is applied, inform the Board of what constitutes commercial terms for the assets, the rights, the liabilities or other instruments of ownership.
- An assessment of the treatment that shareholders and creditors would have received if the institution under resolution had been wound up under normal insolvency proceedings (instead of resolution) and an assessment of the potential differences in treatment of shareholders and creditors under normal insolvency proceedings versus resolution.
- Any other type of assessment the SRB may require in relation to issues related to the economic valuation of firm, their assets, and liabilities, and off balance sheet positions.

Tenderers should demonstrate an understanding of valuations required to comply with articles 36 and 74 of the BRRD and article 20 of the SRMR and the European Banking Authority (EBA) Regulatory Technical Standards (RTS) on valuations in resolution.

Description of the profiles

The description of the profiles for this lot are generic. The description is presented in point 2.3.2.a of the Tender Specifications.

3.2.4 LOT 3: LEGAL ADVICE

Description of the tasks

Legal advice and assistance to the Board on inter alia:

- Corporate law (including 'merger and acquisition'-aspects),
- Contract law,



- Real estate law and other laws regarding the (*in rem*) transfer of assets (including movable assets, aviation, shipping, infrastructure and receivables), liabilities and legal relationships, to the extent not achieved via corporate action,
- Banking law, in particular, loan documentation,
- Capital markets law, including:
 - write down and cancellation of debt and shares or other instruments of ownership,
 - capital reductions and increases,
 - derivatives and underlying template documentation (e.g., ISDA documentation) and,
 - more generally, any type of debt (including sovereign debt) and equity capital markets law,
- Labour law (on a single contract and a collective basis),
- Intellectual property and trademarks,
- Insolvency law, including, in particular, an assessment of:
 - the treatment of shareholders and creditors had the institution under resolution been wound up under 'normal' insolvency proceedings (instead of resolution), and
 - the potential differences in treatment of shareholders and creditors ('normal' insolvency proceedings vs resolution),
- Tax law,
- Administrative law,
- National Competition law,
- International law,
- Conflicts of laws provisions,

in the light of the tasks and responsibilities of the SRB, **including but not limited to:**

- The planning process pursuant to Art. 8 and 9 of the SRMR, in particular, the development of resolution strategies
- The assessment of resolvability pursuant to Art. 10 of the SRMR; in particular, the process of addressing and removing impediments to resolvability.
- Applying simplified obligations pursuant to Art. 11 of the SRMR.
- Establishing minimum requirements for own funds and eligible liabilities pursuant to Art. 12 of the SRMR.
- Adopting a resolution scheme pursuant to Art. 18 of the SRMR.



Description of the profiles

The description of the profiles for this lot are generic. The description is presented in point 2.3.2.b of the Tender Specifications.

3.3. PLACE OF WORK

It is anticipated that a number of tasks under the Multiple Framework Service Contract will be based in and around Brussels. However, the services may be delivered in any other places depending on the specific tasks.

3.4. DELIVERABLES FOR LOTS 1 , 2 & 3

Deliverables will be requested depending on requirements of the specific assignments.

3.5. INDICATIVE TIMETABLE

The estimated date for signature of the contract is January 2016.



ANNEX 1 – DRAFT MULTIPLE FRAMEWORK SERVICE CONTRACT



ANNEX 2 - LETTER OF SUBMISSION OF TENDER

The purpose of this document is to facilitate the preparation of the tender by providing an overview of the information and documents requested.

Dear Sirs,

You will find enclosed the tender of [name of tenderer] in response to invitation to tender SRB/OP/1/2015 for the Provision of Accounting, Financial advice and Legal Advice and Valuation Services.

SECTION 1 - IDENTIFICATION	
Tenderer's identification	
NAME	
ADDRESS	
LEGAL FORM	

Tenderers will fill in the Legal Entity Form that can be attained from the following internet addresses:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm
and provide the supporting evidence.

Personal details	
1.2.1.- Person authorized to sign the contract on behalf of the tenderer	
TITLE	Mr/Ms/Dr/other..... (delete or complete as appropriate)
NAME	Surname (in capital letters) Forename:
FUNCTION	
CONTACT DETAILS	Direct telephone: E-mail address:
1.2.2. - Contact person (if different from 1.2.1)	
TITLE	Mr/Ms/Dr/other..... (delete or complete as appropriate)
NAME	Surname (in capital letters): Forename:
FUNCTION	
MAILING ADDRESS	
CONTACT DETAILS	Direct telephone: E-mail address:

1.2.3 – Consortium details³

NAME	
ADDRESS	
CONTACT DETAILS	Contact person: Telephone: E-mail address:
LEGAL FORM	

³ This section must be completed in case tenderer presents a joint offer by a group of tenderers in consortium and must be completed for each member of the consortium. Power of Attorney (Annex 5) should be signed by each member of the group.

1.2.4 Sub-contractor's details⁴

NAME	
ADDRESS	
CONTACT DETAILS	Contact person: Telephone: E-mail address:
LEGAL FORM	
COMMERCIAL REGISTER, ETC. – REGISTRATION DETAILS	Denomination of register: Date of registration: Country of registration: Registration number:
FOR NATURAL PERSONS	Identity Card [No + expiry date]..... Or Passport or other [No + expiry date]
VAT	Registration number: or Statement of exemption issued by the national VAT authority dated enclosed under reference..... Issued by
SHORT DESCRIPTION OF THE PORTION OF WORK SUB-CONTRACTED	

⁴ This section must be completed for each sub-contractor whose share of the contract is above 20%. Letter of intent (Annex 6) should be signed by each of the mentioned sub-contractors.



ANNEX 3 - DECLARATION OF HONOUR EXCLUSION CRITERIA AND SELECTION CRITERIA

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

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

(1) declares whether the above-mentioned person is in one of the following situations or not:		
SITUATION OF EXCLUSION CONCERNING THE PERSON	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		

(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed	<input type="checkbox"/>	<input type="checkbox"/>

by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;		
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>

[Only for legal persons, otherwise delete this table]

(2) declares whether a natural person with power of representation, decision-making or control (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) over the above-mentioned legal person is in one of the following situations or not:

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

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

SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(4) declares that the above-mentioned person:		
 GROUNDS FOR REJECTION FROM THIS PROCEDURE 	YES	NO
g) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
h) has provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(5) acknowledges that the above-mentioned person may be subject to rejection from this procedure and to administrative sanctions if any of the declarations or information provided prove to be false.		

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration.

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

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

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

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

(6) declares whether the above-mentioned person complies with the selection criteria as provided in the tender specifications:		
SELECTION CRITERIA	YES	NO
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [<i>insert</i>] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [<i>insert</i>] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [<i>insert</i>] of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>
(7) declares that the above-mentioned person will be able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.		

Full name

Date

Signature



ANNEX 4 – FINANCIAL OFFER

Financial Offer Lot 1 & 2:

Profile	Price per hour in EUR (including all expenses but excluding travel)
Partner	
Managing Consultant	
Principal Consultant	
Senior Consultant	
Consultant	
Junior Consultant	

Financial Offer Lot 3:

Profile	Price per hour in EUR (including all expenses but excluding travel)
Partner	
Senior Associate	
Associate	
Junior	



ANNEX 5 - MODEL OF POWER OF ATTORNEY

MODEL 1 OF POWER OF ATTORNEY

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

Agreement / Power of Attorney

We the undersigned:

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

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

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

- (1) As co-signatories of the Contract, all the Group Members:
 - (a) Shall be jointly and severally liable towards the SRB for the performance of the Contract.
 - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
- (2) To this effect, the Group Members designate Company X as **Group Leader**. [N.B.: **The Group Leader has to be one of the Group Members**]
- (3) Payments by the SRB related to the Supplies or the Services shall be made **through the Group Leader's bank account**. [Provide details on bank, address, account number, etc.].
- (4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:
 - (a) The Group Leader shall sign any contractual documents - including the [Framework] Contract, [Specific Agreements] and Amendments thereto - and issue any invoices related to the Supplies or the Services on behalf of the Group Members.



- (b) The Group Leader shall act as single point of contact for the SRB in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the SRB, and shall see to a proper administration of the Contract.

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

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

Signed in **on**

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company



MODEL 2 OF POWER OF ATTORNEY

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

Agreement / Power of Attorney

We the undersigned:

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

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

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

- (1) As co-signatories of the Contract, all the Group Members:
 - (a) Shall be jointly and severally liable towards the SRB for the performance of the Contract.
 - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
- (2) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a..... [Provide details on registration of the Group: VAT Number, Trade Register, etc.].
- (3) Payments by the SRB related to the Supplies or the Services shall be made through the Group's bank account. [Provide details on bank, address, account number, etc.].
- (4) The Group Members appoint Mr/Ms as **Group Manager**.
- (5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :
 - (a) The Group Manager shall sign any contractual documents - including the Multiple Framework Service Contract, [Specific Agreements] and amendments thereto - and issue any invoices related to the Supplies or the Services on behalf of the Group Members.



- (b) The Group Manager shall act as single point of contact for the SRB in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the SRB, and shall see to a proper administration of the Contract.

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

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

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company



ANNEX 6 – MODEL OF LETTER OF INTENT FOR SUBCONTRACTOR

Letter of Intent

Insert title of this call

The undersigned:

Name of the company/organisation:

Address:

.....

.....

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

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender.

Full name

Date

Signature