



TENDER SPECIFICATIONS

NEGOTIATED PROCEDURE WITH MINIMUM 3 COMPANIES

AN ASSESSMENT OF THE BBI JU PROJECTS PORTFOLIO CONTRIBUTION TO THE BBI JU OBJECTIVES AND VALIDATION OF BBI JU KPIs AND IMPACTS

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1. INTRODUCTION: THE CONTRACTOR AND THE CONTRACT

1.1. Overview of the assignment

The **Bio-based Industries Joint Undertaking (BBI JU)** was established on 6 May 2014 by the Council Regulation No 560/2014. The BBI JU is the body entrusted with the implementation of the **public-private partnership** established between the European Union, represented by the European Commission (EC), and the Bio-based Industries Consortium (BIC). BIC is the non-profit organisation that was created to represent the industry group that supports the BBI JU initiative. BBI JU aims to establish sustainable and competitive bio-based industries in Europe. The expected contributions from both partners amounts to € 3.705 billion, of which almost 75% will be contributed by the industry.

The mission of BBI JU is to implement the Strategic Innovation and Research Agenda (SIRA)¹ developed by BIC and endorsed by the EC. In the framework of SIRA, every year an annual work plan is published setting out the basis for the publication of open, transparent and competitive call for proposals. The best proposals are selected and receive funding. BBI JU funds three type of actions: Research and Innovation Actions, Innovation Actions (Demonstration and Flagships projects) and Coordination and Support Actions. Through these actions, BBI JU supports the establishment of sustainable and competitive bio-based value chains in Europe.

The SIRA 2017 establishes **8 BBI JU Key Performance Indicators (KPIs)** to monitor the performance of BBI JU project portfolio selected under the calls of years 2014 to 2020. BBI JU monitors the expected projects contributions of ongoing projects to these KPIs, as well as their environmental and socio-economic impacts, through a yearly survey sent to coordinators. BBI JU publishes annually an analysis of the reported expected contributions of the project portfolio to BBI JU KPIs and the environmental and socio-economic impacts in the Annual Activity Report.

BBI JU KPIs are defined in the SIRA and aim at monitoring different R&I aspects of the project portfolio, which relate to the transformation of the bio-based sector in Europe (i.e.

¹ <https://www.bbi-europe.eu/sites/default/files/sira-2017.pdf>

number of new bio-based cross-sector interconnections and new bio-based value chains), the development of new bio-based products (i.e. number of new bio-based building blocks, materials and consumer products), and the upscaling and deployment of innovative technologies (i.e. number of technologies advancing in the TRL level, number of BBI JU first of the kind biorefineries).

The monitoring, analysis and validation of BBI JU project results constitute a key element for the assessment of the progress of the BBI JU programme towards the achievement of its objectives. The BBI JU Governing Board took the decision to launch a study for the assessment the BBI JU project portfolio contribution to the BBI JU objectives and expected environmental and socio-economic impacts, as well as for the validation of BBI JU KPIs results and impacts reported by finalized projects. The BBI JU GB decided to establish a Task Force (TF) to overview the implementation of the study (from design to final outcomes), and accordingly the TF was created in September 2019 and agreed on the objectives and scope of the study. The TF members are representatives of EC, BIC and BBI JU.

The study has two main objectives:

- 1) **Overall assessment of the contributions of a representative sample of projects of the BBI JU portfolio to the BBI JU objectives and impacts.** This assessment will consider several aspects such as the transformation of the bio-based industries in Europe, the key achievements and the main trends (in terms of novel technologies and materials, new products and market applications, efficient use of biomass and valorization of organic residues, among others) as well as the contribution to address societal challenges, EU key policies and the UN Sustainable Development Goals.
- 2) **Validation of the BBI JU KPIs results and environmental and socio-economic impacts reported by BBI JU projects finalized by the end of April 2020.**

The methodology for the analysis of the above mentioned aspects will include the assessment of projects reports, interviews with project beneficiaries and the creation of an **Advisory group of independent experts** (including representatives from the BBI JU

Scientific Committee) in agreement with the BBI JU to support the analysis of the data and assessment of the project results and in the implementation of the study. The TF has prepared the present terms of reference and it will follow up the work performed by the contractor, under the lead of the BBI JU.

The aim of this tender is to assess the overall contribution of a sample of BBI JU project portfolio to the objectives of the BBI JU programme², to the strategic orientations and expected impacts outlined in the SIRA³ and to the structuring and mobilization of the bio-based sector and actors in Europe, and to perform the validation of BBI JU KPIs results and environmental and socio-economic impacts of the BBI JU projects finalized by April 2020.

1.2. Duration of the contract

Activities should start as soon as the contract is concluded, and no later than end of March 2020. The activities should be concluded by mid December 2020.

1.3. Volume of the contract

The maximum cost of the services including all renewals shall not exceed 140.000,00 EURO. Please refer to [Chapter 1.2.](#) above for the details of the contract duration and to [Chapter 3.](#) below for the details of the deliverables.

1.4. Timetable and clarification requests

The deadline for the submission of the offers is **05 March 2020 (17:00 – Brussels time)**. See 1.7 below on how to submit a bid.

The deadline for request of clarifications from BBI JU is 24 February 2020 (17:00 – Brussels time). Written requests for clarifications shall be sent to the e-mail address procurement@bbi.europa.eu. Last date for BBI JU to issue responses to clarification requests is 28 February 2019.

² <https://www.bbi-europe.eu/about/objectives>

³ <https://www.bbi-europe.eu/sites/default/files/sira-2017.pdf>

1.5. Subcontracting

Subcontracting is allowed. Where a sub-contractor's part of the work is expected to account for more than 25% of the contract amount, it must also provide the documentation required for the exclusion and selection criteria (see chapters 7 and 8 below).

If the identity of the sub-contractor(s) is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek the BBI JU's prior written authorisation before entering into a sub-contract. Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the bidder.

1.6. Joint tenders (consortia)

Partners in a joint tender assume joint and several liabilities towards the BBI JU for the performance of the contract as a whole.

Statements saying, for instance:

- that one of the partners of the joint tender 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 liabilities. The BBI JU will disregard any such statement contained in a joint tender and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tender specifications.

If a joint tender is proposed with one or several partners and the organisation has already set up a consortium or similar entity to that end, this fact should be mentioned in the tender, together with any other relevant information in this connection. If this step is not yet taken, the entity should be aware that, if the contract is awarded to this entity, the BBI JU will require giving a formal status to its collaboration before the contract is signed. This can take the form of:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the BBI JU's financial 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" (see Annex 3).

1.7. Presentation and delivery of tenders

If you are interested in this contract, **you should submit a tender in English.**

The candidate shall submit the tender by electronic mail not later than 05/03/2020 (17:00 - Brussels time) to procurement@bbi.europa.eu.

Tender must be:

- signed by a duly authorised representative of the candidate;
- perfectly legible so that there can be no doubt as to words and figures.

The tenders must contain the following elements:

Part A – Administrative documents (see also sections 7, 8 and 9)

- All information and documents required by the contracting authority for the assessment of the tender on the basis of the exclusion criteria set out at

section 7 , the selection criteria set out at section 8, and the award criteria set out at section 9 of the tender specifications.

- A **Legal Entity Form**. The form is available on:

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

- A **Financial Identification Form**. The form is available at:

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

The above forms must be accompanied by supporting documents as indicated at the bottom of each form. Tenderers already registered as a legal entity in the BBI JU procedures (i.e. they have already been BBI JU contractors) are not obliged to provide the supporting documents requested in the form, provided they indicate in their tender the references of the procedure for which these documents have been provided.

Part B – Technical proposal (see also section 9.2)

- A detailed explanation of the work plan, proposed methodology, management, risks assessment, resources and timing. The proposal should explain in detail how the tenderer proposes to provide the services as outlined in the Tasks to be Completed (section 2);
- Curriculum vitae of the contractor(s) and of the team so that competence, experience and aptitude can be evaluated with regard to the Terms of Reference.

The technical proposal should be no longer than 15 pages, excluding the CVs.

Part C – Financial Proposal (see section 9.4)

The tender must be signed by a duly authorised representative of the tenderer. Variants are not allowed.

Expenditure incurred in preparing and submitting the tender is non-refundable.

Fulfilment of the conditions set out in the present negotiated procurement does not impose any obligation on the contracting authority to award the contract. Initiation of a tendering procedure does not impose any obligation on the contracting authority to award the contract.

The contracting authority is not liable for any compensation to tenderers whose tenders have not been accepted, nor contracting authority is the liable in case it decides not to award the contract.

All the documents submitted by the tenderer become the property of the contracting authority. These documents will be considered confidential.

1.8. Period during which the tenders are binding

The Period of validity of the tenders, during which tenderers may not modify the terms of their tenders in any respect is at least 60 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, BBI JU may ask

tenderers to extend the period for a specific number of days, which may not exceed 40 days.

1.9. Contacts between BBI JU and the tenderers

Contacts between BBI JU and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

A. Before the final date for submission of tenders:

- At the request of the tenderer, BBI JU may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for additional information must be made in writing by **e-mail** at procurement@bbi.europa.eu and should indicate the title of the tender.
- Requests for additional information received after the deadline for requests for clarifications from BBI JU as specified in the timetable under point 1.4 will not be processed.
- BBI JU 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 tender.

B. After the opening of tenders:

- If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the BBI JU may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.

1.10. Confidentiality and public access to documents

In the general implementation of its activities and for the processing of tendering procedures in particular, BBI JU observes the following rules:

- Regulation 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/;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

1.11. Contract provisions

In drawing up your tender, you should bear in mind the provisions of the draft contract (see attached the draft contract) to the present tender specifications. In particular, the draft contract indicates the method and the conditions for payments to the contractor.

2. TASKS TO BE COMPLETED

See below a description of the services (tasks) the contractor should provide.

You will be required to perform the following tasks under the supervision and in agreement with the Bio-based Industries Joint Undertaking for the duration of the contract:

2.1 Assessment of BBI JU project portfolio contribution to the BBI JU programme objectives and impacts.

The study will consider a representative sample of BBI JU projects to provide an overall assessment of their contribution to following aspects:

- a)** BBI JU's objectives, systemic transformation of the bio-based industry in Europe, BBI JU KPIs, and structuring and mobilising effects.
- b)** Key achievements and main trends⁴ by the end of the initiative in 2024 in terms of:
 - a. Efficient use of biomass, valorization of organic residues and circularity
 - b. Novel technologies and processes, biorefinery approaches incorporating cascading principles. New patents and licencing should also be included
 - c. New⁵ bio-based building blocks, materials and consumer products (development, functionalities, applications, commercialization) replacing the fossil-based ones
- c)** Impacts⁶
 - a. Environmental (e.g. CO2 emission reduction, resource efficiency, biodiversity and ecosystem services, and other aspects related to the climate change mitigation)
 - b. Socio-economic (e.g. creation and type of jobs⁷, rural and regional development, etc.)
- d)** Key EU⁸ and global related policies, including SDGs

⁴ Based on clear evidence to be outlined in the study.

⁵ Wherever the term 'new' or 'novel' is used in this context, the definitions from the BBI JU SIRA will apply. However, the contractor should consider and assess the degree of innovation and quantify the real improvement for all of the analysed categories.

⁶ Indication of further socio-economic and environmental aspects can be provided during the study implementation.

⁷ E.g. permanent – temporal - seasonal/skilled-non-skilled etc.

⁸ EU bioeconomy strategy, the European Green Deal, the renewed EU Industrial Policy Strategy. Further indications can be provided during the implementation of the study.

The study will also identify and develop relevant cases studies, including different types of actions, feedstock, technologies, end products and applications.

2.2 Undertake the validation of the reported contributions of projects finalized by the end of April 2020 to BBI JU KPIs, environmental and socio-economic impacts and Sustainable Development Goals.

Validate the reported contributions of finalized projects to BBI JU KPIs 1 to 8, as well as their environmental and socio-economic impacts and SDGs of the BBI JU projects finalized by April 2020. The analysis should target both quantitative and qualitative aspects and will be based on the assessment of project-related reports and documents, the annual BBI JU KPIs and Impact survey sent to project coordinators and the interviews with project representatives.

An **Advisory group of independent experts (4-6)** will be appointed in agreement with BBI JU to support the analysis of the data, the validation of results and the implementation of the study. The requirements for the selection of the experts, including BBI JU projects reviewers and BBI JU Scientific Committee members and necessary expertise, will be discussed at the beginning of the assignment. The costs related to the contracting of experts should be considered within the proposed maximum cost of this tender.

2.3 Interim and pre-final reports

An interim report will be delivered by the end of June 2020.

A pre-final report containing all the main conclusions and elements of the final report will be delivered by end of October 2020. A power point presentation including the most relevant findings, figures and graphs will be delivered by end of November 2020.

The final report will be delivered by mid December 2020.

2.4 Meetings

In total, three meetings in Brussels are foreseen.

The project will start with a kick-off meeting, where the contractor will explain the work that will be carried out and the timeline.

The second meeting will be organized shortly after the delivery of the interim report to present the results of the initial assessment and discuss on the progress of the study.

Finally, the third meeting will be organised shortly after the delivery of the pre-final report to discuss the main outcomes of the study.

This timing is indicative and can be adjusted according to the progress of the study and the discussions during the meetings.

All costs linked to the contractor's participation in the meetings must be borne by the contractor. This includes travelling costs, subsistence costs and any additional costs.

3. DELIVERABLES

- An interim report by the end of June 2020, explaining the progress of the study. This report will be discussed at a meeting organised shortly after its delivery.

- A pre-final report by the end of October 2020, which should have achieved a well-advanced stage and contain the most relevant conclusions and data of the final report. The progress will be discussed at a meeting organised shortly after its delivery.
- A presentation (pre-final report) with the main findings, figures and graphs by end of November 2020.
- A final report, including an executive summary and summary for publication, and main conclusions by mid December 2020.

4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENT OF THE DELIVERABLES

The Contractor must deliver the study and other deliverables as indicated below.

4.1. Reports

The Reports indicated in section 3 must include:

- A summary for publication of no more than 200 words and an executive summary of maximum 6 pages, in English;
- Specific identifiers which must be incorporated on the cover page provided by the leading Contracting Authority;
- The following disclaimer: “The information and views set out in this study are those of the authors and do not necessarily reflect the official opinion of the BBI JU. The BBI JU does not guarantee the accuracy of the data included in this study. Neither the BBI JU/ nor any person acting on the behalf of the BBI JU may be held responsible for the use which may be made of the information contained therein.”

4.2. Graphic requirements

The contractor must deliver the study and all the deliverables in full compliance with the corporate visual identity of the BBI JU.

The use of templates for studies is exclusive to the BBI JU contractors. No template will be provided to tenderers while preparing their tenders.

5. GENERAL

In their tender and during the execution of all services the contractor should show flexibility and should cooperate in a constructive way with BBI JU services providing BBI JU with assistance, guidance and advice. To this aim, it is paramount to conduct the process in a participatory manner to ensure full ownership and understanding by involved staff members at all levels.

6. CONDITIONS OF PAYMENT

- The payments will be made in two instalments. Pre-financing is not-applicable.
- 30% after the presentation and acceptance of the interim report
- Payment of the balance after presentation and acceptance of the final report.

See also Draft Service Contract in Annex 2 for the payment conditions.

7. EXCLUSION CRITERIA

The tenderer must provide a declaration on their honour (Annex 2-sections I to VI), dated and signed by a duly authorised legal representative, stating that they are not in one of the situations referred to in Article 136 and 141 of the Financial Regulation.

The tenderer is also aware of the possible consequences that may arise from any false declaration and of his obligation to provide the awarding authority with the information required in order to take part in the call for tenders.

No evidence should be provided with the tender. Nevertheless, the contracting authority has the right to verify, at a later stage of the procedure, whether a tenderer is in any of the situations mentioned in the above-mentioned articles by requesting all the evidence specified in the Financial Regulation.

8. SELECTION CRITERIA

Economic and Financial Capacity

- A statement of overall turnover and turnover concerning the services covered by the contract during the past two years.

The threshold applied to the latter criterion is a minimum of 40,000.00 EUR of overall turnover annually and a minimum of 10.000,00 EUR on average per year in services similar to the current contract.

Technical and Professional Capacity

- A list of the principal services provided in the past two years similar to the current tender topic.

The measure applied to the latter criterion is at least one assignment comparable to the current contract in the past two years.

9. AWARD OF THE CONTRACT

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

The contract shall be awarded to the tenderer submitting the tender offering the best-value-for-money (best quality-price ratio) according to the criteria set out below.

9.1. Technical evaluation

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below.

N°	Criteria	Max. points
1	Quality and effectiveness of the proposed work plan and methodology to carry out Task 1, as defined in point 2.1	40

2	Quality and effectiveness of the proposed work plan and methodology to carry out Task 2, as defined in point 2.2	20
3	Overall management of activities, composition of the team, (incl. the assignment of resources and responsibilities, and overall Gantt) and costs breakdown.	10
4	Risks assessment and control and mitigation measures, specific to the tasks and to the project management.	10
5	Curricula vitae of the contractor(s).	20

9.2. Technical proposal

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the terms of reference. To this end, the technical proposal shall contain, in separate chapters and clearly indicated in the table of contents, the following information to allow the evaluation of the tender according to the technical criteria mentioned above:

- A detailed explanation of the work plan, proposed methodology, management, risks assessment and resources as detailed in the table above (see points N. 1, 2, 3 and 4 of the technical evaluation criteria above);
- Curriculum vitae of the contractor and of the personnel who are to be deployed to carry out the study.

The technical proposal should be no longer than **15** pages, excluding the CVs.

9.3. Financial evaluation

Only tenders scoring 60 points or more (of a maximum of 100) total points against the technical evaluation criteria (see table under 9.1 above) will have their financial proposal evaluated.

The financial offers will be first 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 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.

The financial evaluation will be made on the basis of the total price offered.

9.4. Financial Proposal

The financial proposal shall consist of the total price of the deliverables described in [Chapter 3](#) above.

When preparing their financial proposal, tenderers must observe the following:

- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- The total price shall include all related costs including expenses related to meeting organisation etc.

- Prices shall be fixed and not subject to revision for the first year of performance of the Contract. In case of renewal, from the beginning of the second year of performance of the Contract, prices may be subject to revision. The revision shall be done as stipulated in the annexed draft contract.
- Prices must be quoted free of all duties, taxes and other charges (including VAT) as BBI JU is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

9.5. Selection of the successful contractor

The most economically advantageous tender is established by weighing technical quality against price on 70 / 30 basis.

The final note to tenderers will be attributed according to the following formulae:

$$\frac{FP_{best}}{FP_{tender}} \times 30\% + \frac{Q_{tender}}{Q_{best}} \times 70\%$$

Where:

FP_{best} = the cheapest Final Price of the received tenders

FP_{tender} = the Final price for the tender in question

Q_{tender} = the quality score for the tender in question

Q_{best} = the best quality score obtained from the technical evaluation criteria

The contract will be attributed to the tender having received the highest score.

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

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

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

	('the person')
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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 authority⁹, 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 – Situation of exclusion concerning the person

(1) declares that the above-mentioned person is in one of the following situations:	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 Union or national law;	<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 applicable law;	<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 eligibility or	<input type="checkbox"/>	<input type="checkbox"/>

⁹ The same EU institution, agency, body or office.

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;	<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 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;	<input type="checkbox"/>	<input type="checkbox"/>
(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, as well as corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist 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 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;	<input type="checkbox"/>	<input type="checkbox"/>
(e) 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;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) 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.	<input type="checkbox"/>	<input type="checkbox"/>
(h) (<i>only for legal persons</i>) 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).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations referred to in points (c) to (h) above the person is subject to: i. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an	<input type="checkbox"/>	<input type="checkbox"/>

<p>EU institution, of a European office or of an EU agency or body;</p> <p>ii. 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;</p> <p>iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;</p> <p>iv. information transmitted by Member States implementing Union funds;</p> <p>v. 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; or</p> <p>vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>		
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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

(2) 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 (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (i) above	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – Grounds for rejection from this procedure

(4) declares that the above-mentioned person:	YES	NO
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.	<input type="checkbox"/>	<input type="checkbox"/>

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines 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 (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.

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

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority¹⁰. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

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

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

VII – Selection criteria

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It fulfills the applicable economic and financial criteria indicated in section 8 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable technical and professional criteria indicated in section 8 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹⁰ The same institution or agency.

(2) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that:	YES	NO	N/A
(c) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority¹¹. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

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

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

The above-mentioned person 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.

¹¹ The same institution of agency.

Full name

Date
Signature

ANNEX 2 – POWER OF ATTORNEY (ONLY IN CASE OF CONSORTIUM)

Agreement / Power of Attorney

We the undersigned :

Mr/Ms XXX, function, company name, address, VAT number

Mr/Ms XXX, function, company name, address, VAT number

Mr/Ms XXX, function, company name, address, VAT number

....

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

HEREBY AGREE AS FOLLOWS:

The BBI JU has awarded the service Contract.... (« **the Contract** ») to *Company names* (« **the Group Members** »), based on the joint offer submitted by them on XX/XX/XXXX for the provision of services for («**the Services** »).

As participants of the Contract, all the Group Members :

Shall be jointly and severally liable towards the BBI JU for the performance of the Contract, even when subcontractors, mentioned in the tender, are performing the work.

Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.

To this effect, the Group Members designate, *Company Name* and address as **Group Leader**.

The Group Members shall bear exclusive liability for proper performance of the Contract when subcontractors, mentioned in the tender, are acting.

Payments by the BBI JU related to the Services shall be made through the Group Leader's bank account (*name of the bank, address and account number*).

The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks.

The Group Leader shall sign any contractual documents—including the Framework Contract, Specific Contracts and Amendments thereto—and issue any invoices related to the Services on behalf of the Group Members.

The Group Leader shall act as single point of contact for the BBI JU in connection with the Services to be provided under the Contract. It shall co-ordinate the provision of the Services by the Group Members to the BBI JU, and shall see to a proper administration of the Contract.

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

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

Signed in _____ on _____

Name Function Company

Name Function Company

Name Function Company

Name Function Company