



Specifications attached to the Invitation to Tender

**14.CSD.OP.031**

**“Banking services for EDA”**

## CONTENTS

<b>INTRODUCTION TO EDA</b>	<b>3</b>
<b>1 OVERVIEW OF THIS TENDER</b>	<b>4</b>
1.1 DESCRIPTION OF THE CONTRACT	4
1.2 TIMETABLE	4
1.3 PARTICIPATION IN THE TENDER PROCEDURE	4
1.4 PARTICIPATION OF CONSORTIA	4
1.5 SUB-CONTRACTING	5
1.6 PRESENTATION OF THE TENDERS	5
1.6.1 <i>Tenders must be submitted in accordance with the double envelope system:</i>	5
ENVELOPE A – ADMINISTRATIVE DOCUMENTS	6
ENVELOPE B – TECHNICAL PROPOSAL	6
ENVELOPE C – FINANCIAL PROPOSAL	6
1.7 PERIOD DURING WHICH THE TENDERS ARE BINDING	7
1.8 CONTACTS BETWEEN THE EDA AND TENDERERS	7
1.9 VISITS TO EDA PREMISES	7
1.10 DIVISION INTO LOTS	7
1.11 VARIANTS	7
1.12 NEW SERVICES	8
1.13 SECURITY STANDARDS	8
1.14 CONTRACT PROVISIONS	8
<b>2 TERMS OF REFERENCE</b>	<b>9</b>
2.1 INTRODUCTION: BACKGROUND OF THE INVITATION TO TENDER	9
2.2 DESCRIPTION OF THE SUBJECT AND SCOPE OF THE CONTRACT	9
2.3 OUTLINE OF THE SERVICES REQUIRED	9
2.4 VOLUME OF THE CONTRACT	13
2.5 DURATION OF THE CONTRACT	13
2.6 PLACE OF DELIVERY/EXECUTION	13
2.7 VARIANT SOLUTIONS	13
<b>3 EXCLUSION AND SELECTION CRITERIA</b>	<b>14</b>
3.1 EXCLUSION CRITERIA	14
3.2 SELECTION CRITERIA	15
3.2.1 <i>Legal capacity</i>	15
3.2.2 <i>Economic &amp; Financial capacity</i>	15
3.2.3 <i>Technical and professional capacity</i>	15
<b>4 AWARD OF THE CONTRACT</b>	<b>16</b>
4.1 TECHNICAL EVALUATION	16
4.2 TECHNICAL PROPOSAL	16
4.3 TECHNICAL QUALITY THRESHOLD	17
4.4 FINANCIAL EVALUATION	17
4.5 FINANCIAL PROPOSAL	18
<b>ANNEX I - DRAFT CONTRACT</b>	<b>20</b>
<b>ANNEX II - MODEL FINANCIAL OFFER</b>	<b>21</b>
<b>ANNEX III - CURRICULUM VITAE</b>	<b>23</b>
<b>ANNEX IV - DECLARATION ON EXCLUSION CRITERIA</b>	<b>24</b>
<b>ANNEX V - LEGAL ENTITY FORM</b>	<b>25</b>
<b>ANNEX VI - FINANCIAL IDENTIFICATION FORM</b>	<b>26</b>
<b>ANNEX VII - TENDER SUBMISSION FORM</b>	<b>27</b>

## Introduction to EDA

Pursuant to Council Decision 2011/411/CFSP of 12 July 2011 defining the statute, seat and operational rules of the European Defence Agency and repealing Joint Action 2004/551/CFSP, the mission of the European Defence Agency (hereinafter “EDA” or “the Agency”) is "to support the Council and the Member States in their effort to improve the EU's defence capabilities in the field of crisis management and to sustain the CSDP as it stands now and develops in the future. The Agency has its headquarters in Brussels.

### Functions and tasks

The European Defence Agency, within the overall mission set out in the Agency's constituent act, is ascribed four functions, covering:

- developing defence capabilities;
- promoting Defence Research and Technology (R&T);
- promoting armaments co-operation;
- creating a competitive European Defence Equipment Market and strengthening the European Defence, Technological and Industrial Base.

All these functions relate to improving Europe's defence performance, by promoting coherence. A more integrated approach to capability development will contribute to better-defined future requirements on which collaborations - in armaments or R&T or the operational domain - can be built. More collaboration will, in turn, provide opportunities for industrial restructuring and progress towards the continental-scale demand and market, which industry needs.

Since the 1 January 2014 the Agency has a new structure. In order to be better equipped to anticipate and react to developments in the rapidly evolving defence and security environment, EDA has been restructured into three operational directorates: Cooperation Planning & Support; Capability, Armaments & Technology; and European Synergies & Innovation. This will improve its operational output; facilitate the prioritisation of tasks; and serve the needs, expectations and interests of Member States more effectively and efficiently.

As EDA is funded by participating member states it seeks to issue a contract for the provision of Banking Services.

Further information can be found on the Agency's web site at <http://www.eda.europa.eu>

## 1 Overview of this tender

### 1.1 Description of the contract

The services required by EDA are described in the terms of reference in part 2 of the present tender specifications.

### 1.2 Timetable

Summary timetable	Date	Comments
Launch date	08/04/2014	
Deadline for request of clarifications from EDA	13/05/2014	
Site visit or clarification meeting (if any)	-	[Not applicable]
Last date on which clarifications are issued by EDA	20/05/2014	
<b>Deadline for submission of tenders</b>	02/06/2014	Tenders delivered by hand shall be submitted not later than <b>17:00h Local Time</b>
Opening session	03/06/2014	11:00AM
Interviews	NA	Estimate
Completion date for evaluation of tenders	June 2014	Estimate
Signature of contract(s)	July 2014	Estimate

### 1.3 Participation in the tender procedure

Tenderers must not be in any of the exclusion criteria indicated in section 3.1 of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section 3.2.1).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the EDA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

### 1.4 Participation of consortia

Consortia, may submit a tender on condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see **Section 3** of these tender specifications).

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

## 1.5 Sub-contracting

**The tenderer must indicate clearly, which parts of the work will be sub-contracted.**

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria as detailed in **Section 3** of these tender specifications.

If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek the EDA's prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the bidder.

## 1.6 Presentation of the tenders

The tenders must comply with the following conditions:

### 1.6.1 Tenders must be submitted in accordance with the **double envelope system**:

The **outer envelope** or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- the reference number of the invitation to tender **14.CDS.OP.031**
- the project **title "Banking services for EDA"**
- the name of the Tenderer
- the indication "***Tender - Not to be opened by the internal mail service***"
- the address for submission of tenders (*as indicated in the letter of invitation to tender*)
- the date of posting (*if applicable*) should be legible on the outer envelope.

The outer envelope must contain **three inner envelopes**, namely, **Envelope A, B and C**.

The content of each of these three envelopes must be as follows:

### **Envelope A – Administrative documents**

- the **Tender Submission Form** found in **Annex VII**
- the duly filled in, signed and dated **Exclusion Criteria Declaration(s)** as requested in section 3.1 and using the standard template in **Annex IV**
- the duly filled in, signed and dated **Legal Entity Form(s)** as requested in section 3.2 and using the standard template in **Annex V**
- the duly filled in, signed and dated **Financial Identification Form**<sup>1</sup> using the template in **Annex VI**
- The **Economic & Financial Capacity** criteria documents as requested in section 3.2
- The **Technical & Professional Capacity** criteria documents as requested in section 3.2
- **Duly authorised signature**, i.e. an official document (e.g. statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the tenderer is duly authorised to do so
- In case of **consortia**, the consortium agreement or a duly signed and dated consortium statement by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium.

### **Envelope B – Technical proposal**

One signed original and 3 (three) photocopies of the technical proposal providing all information requested to confirm compliance with the technical requirements and assess the offer against award criteria.

### **Envelope C – Financial proposal**

One signed original, 3 (three) photocopies of the financial proposal based on the format found in **Annex II**

- 1.6.2** The original tender must be marked “**ORIGINAL**”, and the copies signed in the same way as the original and marked “**COPY**”.
- 1.6.3** Tenders should be drafted in one of the official languages of the European Union, **preferably** English. Requested documents not available in English should be accompanied by an English courtesy translation. The contract shall be entered into in English.

It is extremely important that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

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<sup>1</sup> in case of consortia, only **one** Financial Identification Form for the whole consortium shall be submitted, nominating the bank account into which payments are to be made under the contract in the event that the respective tender is successful

## 1.7 Period during which the tenders are binding

Period of validity of the tenders, during which tenderers may not modify the terms of their tenders in any respect is 120 days after the deadline for the submission of tenders. In exceptional cases, before the period of validity expires, the EDA may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that his tender has been recommended for the award of the contract. The further period of 60 days is added to the validity period irrespective of the date of notification.

## 1.8 Contacts between the EDA and tenderers

Contacts between the EDA 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, the EDA 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@eda.europa.eu](mailto:procurement@eda.europa.eu) or at the **Fax no.: +32 (0)2 504 29 75** and should indicate the reference number and the title of the tender.
- Requests for additional information received after the deadline for request of clarifications from the EDA as specified in point 1.2 – *Timetable* will not be processed.
- The EDA 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.
- Any additional information including that referred to above will be published on the EDA's website. Please ensure that you visit regularly the site for updates.

### 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 EDA may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.

## 1.9 Visits to EDA premises

No site visit/information meeting at EDA's premises is deemed necessary for this procedure.

## 1.10 Division into lots

This tender is not divided into lots. The tenderer must be in a position to be able to provide all the services requested.

## 1.11 Variants

In the absence of any such indication in the terms of reference your tender should not deviate from the services requested.

### **1.12 New Services**

In accordance with Article 31 of the Council decision 2007/643/CFSP of 18 September 2007 on the financial rules of the European defence Agency and on the procurement rules and rules on financial contributions from the operational budget of the European defence Agency, the EDA may have recourse to the negotiated procedure without prior publication of a contract notice for additional contracts involving services similar to those assigned to the party that was awarded this contract.

### **1.13 Security standards**

In the general implementation of its activities and for the processing of tendering procedures in particular, the EDA observes the Council's security regulations set out in Council Decision 2011/292/EU of 31 March 2011 on the security rules for protecting EU classified information.

### **1.14 Contract provisions**

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



## **2 Terms of Reference**

The Terms of Reference will become part of the contract that may be awarded as a result of the tender.

### **2.1 Introduction: background of the invitation to tender**

EDA's annual budget was 30.53 million EUR in 2013 and is 30.53 million EUR in 2014. It is expected to be stable over the next few years.

On top of the EDA budget the Agency administers on behalf of contributing member states also Ad-Hoc projects that also require separate bank accounts. The estimated amount of these is approx. 70 million EUR.

### **2.2 Description of the subject and scope of the contract**

The objective of this tender is the selection of a reliable bank, which will provide banking services for EDA in accordance with the attached Terms of Reference. The contract with the selected bank will be signed for one year with a possibility of extension up to a total period of four years.

### **2.3 Outline of the services required**

Your tender should include:

- (a) a general presentation of your bank, its experience on the market, general scope of services, target clients, main shareholders and any other information concerning its reliability and stability;
- (b) a technical proposal containing all information and documents that is needed and can assist the Evaluation Committee in the assessment of your human, technical and financial resources and the capability of meeting all requirements of EDA. The technical offer must be consistent with the Terms of Reference. While preparing the technical proposal it is important to bear in mind the selection and the award criteria against which it will be evaluated;
- (c) a financial proposal prepared;
- (d) the signed declaration that the bank is not in any of the situations excluding from the procedure;
- (e) copy of the commercial registry document;
- (f) tender submission form duly filled and signed by the authorized representative of the candidate.

### ***Deliverables***

**TASK N° 1. The establishment of your bank where the bank account will be located meets the operating conditions imposed by the competent supervisory authorities of a Member State of the European Union and has all the authorisations necessary to execute the required services.**

**TASK N° 2. Your bank undertakes not to execute a payment that would tip a bank account into debit on the value date.**

If your bank is requested to make payments which would make the bank account go into debit, such payments must not be carried out and your bank must contact EDA immediately, in order to ask for instructions.

Accordingly, **NO debit interest will be accepted by EDA.**

**TASK N° 3. Your bank will process all EDA's payment instructions in EUR to beneficiary's accounts held within the SEPA area, as SEPA credit transfers unless, for any reason related to EDA's instruction or to the payee's payment service provider, this will not be possible.**

In the event that EDA's payment instructions containing all details required to be processed as SEPA credit transfer cannot be treated as such for any reason related to the payee's payment service provider, your bank will ensure that these payments are executed via other channels than the SEPA clearing, provided that the payment details contained in EDA's instructions are correct.

**TASK N° 4. Your bank undertakes to observe the following conditions in respect of debit transactions:**

- provided the payment instruction has been received by your bank before the cut-off time and condition n° 2 is respected, a value date given by EDA has to be strictly respected by your bank,
- any charges invoiced will be fixed and not depend on the amount of the transaction,
- the most favourable exchange rate for EDA will be applied to all transactions in foreign currency involving an exchange operation and the same charges will be applied by your bank as to an equivalent transaction in EUR,
- for all payments to other payment service providers, the full amount, with no charges deducted, will be credited to the payee's payment service provider's account , without exception, within no more than one day of value.
- in case of executing a payment via an intermediary bank chosen by your bank, your bank will be liable for the correct execution of the payment until the funds are available to the beneficiary's bank (or other payment service provider).

**TASK N° 5. Your bank undertakes to debit in one go on a quarterly basis all charges and commissions related to the quarter, with value date the last day of each quarter (31.03, 30.06, 30.09, 31.12). The supporting calculation and statement must be sent by your bank at the latest on the 10th day of the following month.**

Your bank will send to EDA **by the above deadline** and in duplicate a statement of charges indicating:

- the number of transactions of each type,
- the unit cost of each type of transaction,
- their total cost,
- the date when the statement of charges was produced,
- details of any other charges.

According to the Protocol on privileges and immunities of the European Union, EDA is exempt from all taxes and duties. However, if your bank is required under the relevant tax legislation to pay VAT on the charges and commissions it receives under the terms of the contract, the amount should be clearly identified in the statement of charges.

**TASK N° 6. Your bank undertakes to observe the following conditions in respect of credit transactions:**

- any charges invoiced will be fixed and not depend on the size of the transaction,
- the most favourable exchange rate for EDA will be applied to all transactions in foreign currency involving an exchange operation and the same charges will be applied by your bank as to an equivalent transaction in the currency of the bank account,
- your bank undertakes to ensure that the value date for EDA is the date when the funds are received, provided the respective order has been received by your bank before the cut-off time.

**TASK N° 7. In respect of the remuneration of the bank account, your bank undertakes to :**

- remunerate all balances on all the days of the **period** (including in particular the 29.02 during leap years),
- apply the appropriate rate,
- maintain a constant spread throughout the duration of the contract,
- use the formula specified on page 11 to determine the amount of the remuneration.

**TASK N° 8.**

**a) Remuneration of the account:**

Your bank undertakes to credit in one go on a quarterly basis EDA's bank account with the interest of the quarter, with value date the last day of the quarter (31.03, 30.06, 30.09, 31.12).

**b) Interest statement:**

An interest statement is produced by your bank at the end of each quarter (31.03, 30.06, 30.09, 31.12), whenever an account is closed, or on special request from EDA, and sent to EDA **at the latest on the 10th of the following month.**

Your bank will send to EDA **by the above deadline** such interest statement, indicating:

- The daily balances (from 01.01. to 31.03., from 01.04. to 30.06., from 01.07. to 30.09., from 01.10. to 31.12.) on all days of the quarter
- The interest rate applicable (basic rate and spread)
- The daily amount of interest earned
- The total amount of interest for the quarter, showing separately any possible adjustments for previous periods

The bank year is based on 360 days.

**TASK N° 9.**

Your bank undertakes to correct, at EDA's request and at no charge, the value date for crediting the bank account of a beneficiary who is in your books or for crediting the bank account of a bank for which you are correspondent bank, merely by making an identical

correction to the date when EDA's bank account is debited (the value date may be in the past).

If your bank is requested to modify a value date which would tip the EDA bank account into debit, such modification must not be carried out and your bank must immediately contact EDA in order to ask for instructions.

#### **TASK N° 10.**

The establishment of your bank where the bank account will be located must be able to receive, and to process without delay:

- payment instructions in SEPA format based on the European Payments Council "SEPA credit transfer scheme customer-to-bank implementation guidelines", sent by EDA,
- payment instructions sent by,
- instructions for transfers between accounts of EDA (sent by EDA).

Your bank must be able to handle any other future change by SEPA concerning transmission of payment instructions (including mass payments) and bank statements, accordingly.

#### **TASK N° 11.**

**Your bank must be able to provide to EDA, on the day following each transaction on the account, a CODA statement** showing:

- the **exact** Debit/Credit mark,
- the **exact** transaction type identification code,
- in the case of an individual payment, the reference of the payment.

#### **TASK N° 12.**

Your bank will submit, within a reasonable delay, a confirmation of account balances, loans, signatures and any open items, as of December 31 of each year, for the annual audit of accounts by the College of Auditors to the European Defence Agency or at any other date to any other person named by EDA. In each case, your bank will send the documents at the following address:

**EDA  
Finance Unit  
Rue des Drapiers 17-23  
B-1050 Brussels (Belgium)  
For the attention of Mr. Konstantinos GOURAS**

#### **TASK N° 13.**

Finally, your bank must undertake not to invoice any charges and commissions other than those specified in this invitation to tender, even if those charges are levied by an intermediary bank or by the payee's payment service provider, unless explicitly authorized by EDA.

#### **TASK N° 14.**

The selected bank is also required to send its annual report each year to EDA.

#### **2.4 Volume of the contract**

In drawing up a proposed budget, candidates should specify the estimated cost for each of the tasks as described above.

The forecast value of charges and commissions debited by the selected bank for a 12 months period should not be higher than € 5.000.

The proposed budget should be presented on the cost sheet which forms part of the Standard Reply Form.

#### **2.5 Duration of the contract**

Estimated contract implementation period: 48 months.

#### **2.6 Place of delivery/execution**

The Contractor shall execute the contract at its premises. Deliverables shall be delivered at EDA premises in Brussels, Belgium. All meetings shall normally be held at EDA premises, unless otherwise indicated in this document or agreed between the two parties.

#### **2.7 Variant solutions**

Not applicable.

### 3 Exclusion and selection criteria

#### 3.1 Exclusion criteria

Participation to this tender is only open to tenderers who are not in one of the situations listed below:

- a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in a serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

#### Means of proof required

Tenderers, **including all consortium members and all sub-contractors where applicable**, shall provide a declaration on their honour (see model in **Annex IV**), duly signed and dated, stating that they are not in one of the situations referred to above.

#### **Nota bene:**

The tenderer to whom the contract is to be awarded shall provide, within 15 days following notification of award and preceding the signature of the contract, the following documentary proofs to confirm the declaration referred to above:

- For points a), b) and e) a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For point d) a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested

party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

### **3.2 Selection criteria**

The tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

#### **3.2.1 Legal capacity**

##### **Requirement**

The tenderers, **including all consortium members and all sub-contractors where applicable**, are asked to prove that they are authorised to perform the contract under their national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

##### **Evidence required**

Each tenderer, **including every consortium member and every sub-contractor where applicable**, shall provide a duly filled in and signed **Legal Entity Form** (see **Annex V**) accompanied by the documents requested therein.

#### **3.2.2 Economic & Financial capacity**

##### **Requirement**

The tendering bank's long term credit rating must be, as a minimum, one of these 3 ratings: either A2 (Moody's), or A (Standard & Poors), or A (Fitch Ratings).

EDA must be informed immediately of any modification to one of these ratings by submitting the relevant documents (provided by the rating agencies).

##### **Evidence required**

An original relevant document issued by the rating agency (or a copy of it duly signed and certified by your bank).

#### **3.2.3 Technical and professional capacity**

##### **Requirement**

- The tendering bank must be a "SEPA compliant" payment services provider. As such it must adhere to the SEPA Credit Transfer Scheme at the time of the submission of the offer in reply to this call for tenders.
- Experience of more more than 15 years in supplying of banking services to European or International organisations, public authorities, or private companies;
- Level of language competencies of particular interest to EDA is written and spoken English;

##### **Evidence required**

Confirmation that the tenderer has the technical capacity to carry out the services shall be provided in the tender documents through evidence:

- a. List of references for recent similar contracts (minimum five), to the supplying of banking services to European or International organisations, public authorities, or private companies;

- b. A comprehensive company profile including:
- CVs of the professional and administrative personnel proposed (including backups);
  - Details of relevant experience and qualifications of key personnel and their areas of expertise in which each individual would provide the services;
  - Level of language competencies of particular interest to EDA would be level of written and spoken English;
  - Proposed outline of roles and responsibilities for the administration of this contract.
- c. A copy of the bank's SEPA Credit Transfer Adherence Agreement with the European Payments Council.

**The technical and professional capacity will be assessed in relation to the combined capacities of all the Consortium members [leader and member(s)] and the subcontractor(s), if any, as a whole.**

#### **4 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).

##### **4.1 Technical evaluation**

Once tenderers have submitted their tenders, these will be assessed and awarded *on the basis of the following award criteria*:

<b>Award Criteria</b>		<b>Points</b>
<b>Criterion A</b>	Understanding of the objectives of the contract and the core service requirements	/40
<b>Criterion B</b>	Quality of presentation	/30
<b>Criterion C</b>	Quality of customer service and response times	/30
<b>TOTAL:</b>		<b>/100</b>

*Only tenders achieving a minimum of 60% of the total possible score on the award criteria will be further evaluated in relation to price (minimum threshold on quality).*

##### **4.2 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, technical proposal shall contain the following information to allow evaluation of their tender according to the technical criteria mentioned above.

In addition to the above the tenderer must provide the information concerning sub-contracting as requested in **point 1.5**.

#### 4.3 Technical quality threshold

Only tenders scoring 60 points or more (of a maximum of 100) points against the technical award criteria will have their financial proposal evaluated.

#### 4.4 Financial evaluation

*The contract will be awarded to the contractor which submits the tender offering the best value for money. Tenderers will be **ranked** based on the **total value of points** allocated to each of them, according to the following formula:*

**Score of tender A =**

*Total income offered by tenderer A\* X total score of tenderer A in the technical evaluation\*\**

*\*applying formula in annex II*

*\*\* as in point4.1.*

*Tenderer with the highest score resulting from this calculation will be put forward for awarding the contract.*

EDA shall not be liable for any compensation with respect to candidates whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the Contract.

EDA reserves the right not to select a contractor if the price of the tenders proposed is in excess of the budget allocated to this project or if the tenders received are considered inappropriate and/or unacceptable by the official(s) evaluating them.

For evaluation purposes, the following number of transactions is presumed per year:

- Number of SEPA credit transfers : 6.000
- Number of other EUR payments within the EUL: 100
- Number of other EUR payments outside the EU: 100
- Number of payments in other currencies within the EU: 100
- Number of payments in other currencies outside the EU: 10
- Average balance on the account : approx.1.500.000 EUR

## REMUNERATION

Any remuneration must be calculated **quarterly** on the basis of the following formula:

$$\text{Remuneration} = \frac{\sum_{i=1}^n B_i * (R_i + \text{Spread})}{\text{Bank year} * 100}$$

- where n = Exact number of days in the quarter  
 Bi = Balance on day i  
 (1) Ri = Eonia® (Euro OverNight Index Average)  
 (2) Spread = Margin taken or offered by your bank in %  
 (3) Bank year = 360 days

- and (1) **All balances must be remunerated at the same rate.**  
 (2) **No other rate may be used.**  
 (3) **Your spread in relation to the reference rate will be equal to:**

+	or*	-	%
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\*Delete as appropriate

If you cross out the sign " - " : **the balance on the bank account will be remunerated at a rate higher than the Ri** (given the sign + of the formula of the remuneration).

Example : Ri = 0,50 %  or  0,275 : your bank is offering 0,775 %

If you cross out the sign "+" : **the balance on the bank account will be remunerated at a rate lower than the Ri** (given the sign - of the formula of the remuneration).

Example : Ri = 0,50 %  or  0,275 : your bank is offering 0,225%

For evaluation purposes only, Eonia® will be assumed to be 0,50%.

**The spread must remain constant throughout the duration of the contract.**

See also Task Nos. 7 and 8 on pages 4-5 of this document, concerning the remuneration of the balance and the related reporting requirements.

### 4.5 Financial proposal

- The financial proposal should be presented in the format found in **Annex II**.

- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.
- The price quoted is fixed and is subject to **NO revision**.
- Prices must be quoted free of all duties, taxes and other charges (including VAT) as the EDA is exempt from such charges under Article 3 of the Protocol on the Privileges and Immunities of the European Union.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

**ANNEX I - DRAFT CONTRACT**

## ANNEX II - MODEL FINANCIAL OFFER

Prices should be all-inclusive; the Agency will not pay expenses for any additional costs incurred from the execution of the contract.

<b>Name of Tenderer:</b>	
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Part I: Total cost:

(A) <b>Description of a transaction</b> <small>For evaluation purposes, only a cut off time of 12:00 CET time or later will be considered as "same day"</small>	(B) <b>Cost of a transaction in EUR</b> <i>(excluding VAT or taxes)</i>	(C) <b>Nr. of transactions during 12 month period (this is only a scenario used for evaluation of offers)</b>	(D) <b>Outcome of scenario = Cost of a transaction X number of transactions foreseen in scenario (VAT excluded)</b>
Electronic SEPA credit transfers	0 € *don' t modify this value]	X 6000	0 € *don' t modify this value]
Other electronic payments in EUR within SEPA area	..... €	X 100	..... €
Electronic payments in EUR to outside SEPA area	..... €	X 100	..... €
Electronic payments in other currencies within SEPA area (28 EU Member States)	..... €	X 100	..... €
Electronic payments in other currencies to outside SEPA area	..... €	X 10	..... €
Cheque cashing (EUR)	..... €	X 3	..... €
Cheque issuing (EUR)	..... €	X 3	..... €
<b>(E) TOTAL COST OF A BANK ACCOUNT</b>	<b>(E) = ..... €</b>		

<b>Name:</b> (of the Tenderer or authorised representative)	<b>Signature:</b>	<b>Date:</b>

Part II: Interest of a bank account

<b>(F) Annual interest generated on a bank account = 1 500 000 * (0.5%+ Spread .....%)=</b> ..... €
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where:

- For evaluation purpose only, 1 500 000 EUR is the average daily account balance
- For evaluation purpose only Eonia rate is fixed as 0.5%.
- Please note that the proposed spread will be fixed throughout the duration of the contract and will be applied during the implementation of the Contract for calculating the interest using the formula under point 4.4 Remuneration of these tender specifications.

Part III: Total Income of a bank account:

<b>TOTAL INCOME= (F) - (E)</b>	<b>€</b>
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<b>Name:</b> (of the Tenderer or authorised representative)	<b>Signature:</b>	<b>Date:</b>
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## **ANNEX III - CURRICULUM VITAE**

To be downloaded from the following URL address:

<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

#### ANNEX IV - DECLARATION ON EXCLUSION CRITERIA

**(To be completed and signed by each Consortium member and by each Sub-contractor, where applicable)**

The undersigned:

Name of the individual/company/organisation:

Legal address:

Registration number/ID Card No.:

VAT number:

Declares on oath that the individual/company/organisation mentioned above is not in any of the situations mentioned below:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the EDA can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the European Union or the Agency's general budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- g) they are subject to a conflict of interest;

they are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information

Full name:

Date & Signature:



## **ANNEX V - LEGAL ENTITY FORM**

To be downloaded from the following URL address:

[http://ec.europa.eu/budget/info\\_contract/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/info_contract/legal_entities_en.htm)

## **ANNEX VI - FINANCIAL IDENTIFICATION FORM**

To be downloaded from the following URL address:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

**ANNEX VII - TENDER SUBMISSION FORM**

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**14.CSD.OP.031**

**“Banking services for EDA”**

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**One signed original** of this tender submission form must be supplied, together with **three copies.**

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**1. SUBMITTED by (i.e. the identity of the Tenderer)**

	<b>Name(s) of legal entity or entities submitting this tender</b>	<b>Nationality<sup>2</sup></b>
<b>Leader</b>		
<b>Member 2</b>		
<b>Etc ... <sup>3</sup></b>		

**2. SUBCONTRACTORS (if applicable)**

	<b>Name(s) of the legal entity or entities identified as sub-contractor(s)</b>	<b>Nationality</b>
<b>Sub-contractor 1</b>		
<b>Etc ... <sup>4</sup></b>		

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<sup>2</sup> Country in which the legal entity is registered

<sup>3</sup> If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as “Leader” (and all other lines should be deleted)

<sup>4</sup> Add / delete additional lines for sub-contractors as appropriate

**3. CONTACT PERSON for this tender (to act as focal point for all communication which may take place between the EDA and the Tenderer)**

<b>Name and position</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

**4. STATEMENT**

I, the undersigned, being the authorised signatory of the above Tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender specifications for the tender procedure referred to above.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure except with the prior written authorisation of the EDA. We are also aware that the consortium members would have joint and several liability towards the EDA concerning participation in both the above procedure and any contract awarded to us as a result of it.

Our tender is subject to acceptance within the validity period stipulated in point 1.7 of the Tender Specifications and is made up of the following documents:

<b>ENVELOPE A - ADMINISTRATIVE DATA:</b>	
▪ This <b>Tender Submission Form</b>	<input type="checkbox"/>
▪ The duly filled in, signed and dated <b>Exclusion Criteria Declaration(s)</b> by every legal entity identified under point 1 and point 2 of this Tender Submission Form	<input type="checkbox"/>
▪ The duly filled in, signed and dated <b>Legal Entity Form</b> ( <i>using the standard template referred to in Annex V to the Tender Specifications</i> ) and the supporting documents requested therein, by every legal entity identified under point 1 and point 2 of this tender submission form	<input type="checkbox"/>
▪ The duly filled in, signed and dated <b>Financial Identification Form</b> ( <i>using the standard template in Annex VI to the Tender Specifications</i> ) to nominate the bank account into which payments would be made in the event that our tender is successful	<input type="checkbox"/>
▪ <b>Documents proving the economic and financial status</b> (as requested in point 3.2.2 of the Tender Specifications) of every legal entity identified under point 1 and point 2 of this tender submission form	<input type="checkbox"/>
▪ <b>Documents proving our technical and professional capacity</b> (as requested in point 3.2.3 of the Tender Specifications)	<input type="checkbox"/>
▪ <b>Duly authorised signature</b> , i.e. an official document ( <i>statutes, power of attorney, notary statement, etc.</i> ) proving that the person who signs on behalf of the Tenderer is duly authorised to do so	<input type="checkbox"/>
▪ Our <b>consortium agreement/</b> duly signed and dated <b>consortium statement</b> by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the, as requested in point 1.4 of the tender specifications	<input type="checkbox"/>
<b>ENVELOPE B - TECHNICAL PROPOSAL</b> (one signed original and three photocopies and providing all information requested in point 4.2 of these specifications).	<input type="checkbox"/>
<b>ENVELOPE C - FINANCIAL PROPOSAL</b> (one signed original, three photocopies using the template in Annex II), <b>which is submitted in a separate, sealed envelope.</b>	<input type="checkbox"/>

Signed on behalf of the Tenderer

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	