# Appendix 3 - Declaration of Honor on exclusion criteria

The undersigned authorized representative, representing:

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| The following legal person (hereinafter: Tenderer): | |
| Full official name: |  |
| Official legal form: |  |
| Statutory registration number: |  |
| Full official address:  (Street/Postal code/City/Country) |  |
| VAT registration number: |  |

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| * declares whether Tenderer is in one of the following situations: | | |
| Situation of exclusion concerning Tenderer | 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; |  |  |
| 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; |  |  |
| 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; |  |  |
| (ii) entering into agreement with other persons with the aim of distorting competition; |  |  |
| (iii) violating intellectual property rights; |  |  |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; |  |  |
| (v) attempting to obtain confidential information that may confer upon its undue advantages in the award procedure*;* |  |  |
| 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; |  |  |
| (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; |  |  |
| (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA; |  |  |
| (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; |  |  |
| (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; |  |  |
| (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; |  |  |
| e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract 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 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; |  |  |
| g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: |  |  |
| (i) facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; |  |  |
| (ii) 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; |  |  |
| (iii) decisions of the ECB, the EIB, the European Investment Fund or international organisations;  decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or |  |  |
| (iv) decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. |  |  |

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| * declares whether a natural person who is a member of the administrative, management or supervisory body of Tenderer, or who has powers of representation, decision or control with regard to Tenderer (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not: | | |
| Situations of exclusion concerning natural persons with power of representation, decision-making or control over Tenderer | YES | NO |
| Situation (c) above (grave professional misconduct); |  |  |
| Situation (d) above (fraud, corruption or other criminal offence); |  |  |
| Situation (e) above (significant deficiencies in performance of a contract ); |  |  |
| Situation (f) above (irregularity). |  |  |

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| * declares whether a natural or legal person that assumes unlimited liability for the debts of Tenderer is in one of the following situations or not: | | | |
| Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of Tenderer | YES | NO | N/A |
| Situation (g) above (bankruptcy); |  |  |  |
| Situation (h) above (breach in payment of taxes or social security contributions) |  |  |  |

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| * declares whether Tenderer (and/or its Collaborating partners and/or its legal representatives) is in one of the following situations: | | |
| Grounds for rejection from this procedure | YES | NO |
| i) has not distorted competition by being previously involved in the preparation of the Call documents for this procedure; |  |  |
| j) has provided accurate, sincere and complete information to the contracting authority within the context of this procedure; |  |  |
| * acknowledges that Tenderer may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) and that the Agreement can be terminated if any of the declarations or information provided as a condition for participating in this procedure prove to be false. |  | |

**Remedial measures**

If the person declares one of the situations of exclusion listed above is applicable, EIT Digital is, without further notice, allowed to exclude Tenderer from the procurement procedure. Whenever EIT Digital has proof or notice of non-compliance during execution of the Agreement, it is obliged to terminate the Agreement without any liability. Tenderer is liable for all costs and damages EIT Digital might suffer whenever this situation occurs. Before excluding Tenderer or terminating the Agreement, Tenderer will be asked to 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. This does not apply for the situations referred in point (d) of this declaration.

**Evidence upon request**

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

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 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.

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 honor that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

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| * declares that Tenderer understands the provisions of the RFP and its Appendixes, agrees with these provisions, and complies with the qualitative requirements stated in the RFP: | | |
| Qualitative requirements, Tenderer: | YES | NO |
| a) is registered in the professional and/or trade register kept in its Member State; |  |  |
| b) possesses the required competencies as specified in the RFP and Appendix 4 – References; |  |  |
| c) has sufficient insurance or will be sufficiently insured against occupational/professional risks and legal liability, starting (at the latest) 29th December 2023. |  |  |
| d) works with a Quality management system where the risk of (human) errors are reduced and the quality of the services improve during execution. Tenderer can submit a copy of their ISO9001:2008 or ISO9001:2015 accreditation (or similar). |  |  |

**Evidence within 7 days after award notification**

Tenderer has to prove its compliance to the qualitative requirements **within 7 days after receiving the award notification**. Tenderer has to provide the evidence in accordance with the provisions in section 6.4 of the RFP. As the words “or similar” in section 6.4 implies, Tenderer may deviate from the suggested controlling system and/or proof as long as the chosen controlling system and/or proof are objectively verifiable. In that case Tenderer must substantiate the extent to which the deviating system and/or provided evidence is appropriate.

Thus, truthfully drawn up and signed legally, on behalf of the Tenderer:

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| Name Tenderer |  |
| Name Legal Representative |  |
| Function |  |
| Place & Date |  |
| Signature |  |