



EUROPEAN COMMISSION  
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

# **CALL FOR TENDERS**

## **No 18/PP/ENT/CIP/10/E/N02C011**

***TITLE: Future innovation policy development actions***

LOT 1: Options for future structure and implementation of EU innovation funding

LOT 2: Secretariat for the European Design Innovation Initiative and its Leadership Board

LOT 3: Feasibility study on future EU support to public procurement of innovative solutions

Open procedure

## **SPECIFICATIONS**

**Contract notice no: 2010/S 103-155769**

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## **1. PRELIMINARY INFORMATION CONCERNING THE INVITATION TO TENDER**

These specifications follow the publication of:

- the contract notice in OJ S 2010/S 103

### **1.1. NATURE OF THE CONTRACT**

The European Commission, hereafter referred to as 'the Commission', wishes to conclude service contracts to provide services of various nature as described in section 4 of this specifications

### **1.2. BACKGROUND**

The tasks to be delivered under this service contract fall under the Competitiveness and Innovation Framework Programme, in particular through the Work Programme 2010 corresponding to the Entrepreneurship and Innovation sub-Programme. Further information about the background of each of the Lots is provided in Section 4.

### **1.3. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS**

The contracts shall enter into force on the date on which they are signed by the last contracting party.

They are expected to be signed in December 2010.

The duration of the tasks shall not exceed:

- LOT 1: 4,5 months (135 days)
- LOT 2: 24 months
- LOT 3: 12 months

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

### **1.4. PERIOD OF VALIDITY OF THE TENDER**

The offer must remain valid for a period of 9 months following the final date for submitting tenders (see point 3 of the invitation to tender). During this period, the tenderer may not modify the terms of his tender in any respect.

## 1.5. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened at 15.00 on 2 August 2010 at the following location:

*European Commission  
Directorate-General for Enterprise and Industry  
Innovation policy development, Unit D1*

*Office: BREY 07/140*

*Avenue d'Auderghem 45  
B-1040 Brussels - BELGIUM*

An **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending a fax or e-mail at least 48 hours in advance to the address given under 1.6. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

## 1.6. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in **exceptional circumstances** and under the following conditions only:

- Before the final date for submission of tenders:

At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract. The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the call for tenders.

- After the opening of tenders :

If clarification is requested or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.

The requests for additional information may be made **to the address below by letter, fax or e-mail.**

*European Commission  
Directorate-General for Enterprise and Industry*

*Invitation to tender No: 18/PP/ENT/CIP/10/E/N02C01LOT X*

*Innovation policy development, Unit D1*

*Administrative address: BREY 06/77, B-1049 Brussels - BELGIUM*

*Fax: (+32-2)-296-04-28 - e-mail: ENTR\_FUTURE\_INNO\_POLICY@ec.europa.eu*

Insofar as it has been requested in good time, the additional information will be made available to all economic operators who requested specifications or showed interest

in submitting a bid no later than six calendar days before the final date for the receipt of bids or, in the case of requests for information received less than eight calendar days before the final date for the receipt of bids, as soon as possible after the request for information has been received.

Potential tenderers are encouraged to formulate, at least six days before the time limit to submit tenders, any remark, complaint or objection they would have in relation to all aspects of this call for tender in order that the Commission can evaluate the need for corrective measures and implement them before the submission of tenders.

The answers to the requests for additional information can also be found at the following Internet address:

<http://ec.europa.eu/enterprise/newsroom/cf/newsbytheme.cfm?displayType=fo&fosubType=t&lang=en>

## **1.7. TERMS OF PAYMENT**

Payments shall be made in accordance with Articles I.3, I.4 & II.4 of the draft service contract (Annex 5.2).

The payment scheme will consist for lot 2 of one pre-financing of 10%, 2 (two) interim payments of 30%, and the balance. For lots 1 and 3 there will be one pre-financing payment of 30% and one final payment.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, II.4, II.5 and II.7 and in Annex I to the draft service contract referred to above.

## **1.8. GUARANTEES**

The Contractor may be required to provide a guarantee for the pre-financing of 30% for Lot1 and Lot 3 and of 10% for Lot 2 of the amount specified under I.3.1 of the contract, in compliance with article II.4.1 of the draft contract. The Commission reserves the right to cancel the pre-financing foreseen, according to its management risk analysis or in the case the awarded tenderer refuses such pre-financing guarantee, and to modify the final version of the contract accordingly.

## **1.9. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS**

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Communities (Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 as amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006), as well as its implementing rules (Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 as amended by i) Commission Regulation 1261/2005 of 20 July 2005, ii) Commission Regulation 1248/2006 of 7 August 2006 and iii) Commission

Regulation (EC, Euratom) No 478/2007 of 23 April 2007), hereinafter referred to as the Financial Regulation.

Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Communities in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

Operators in third countries which have signed a bilateral or multilateral agreement with the Communities in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in this agreement. The Commission refuses tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the tendering specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

The Commission shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are allowed.

#### **1.10. NO OBLIGATION TO AWARD THE CONTRACT**

This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision must be substantiated and the candidates or tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Commission decides not to award the contract.

### 1.11. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

### 1.12. SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s)**.

At the level of the liability towards the Commission, tasks provided for in the contract may be entrusted to subcontractors, but **the contractor retains full liability towards the Commission for performance of the contract as a whole**.

Accordingly:

- The Commission will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
- The Commission will privilege direct contacts with the contractor, who is responsible for executing the contract;
- Under no circumstances can the contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Commission. **The subcontracting arrangement between the contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the Commission to the subcontractor.**

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in 1.9 above, in particular article II.17 of the standard service contract by returning the form in annex 5.4, filled in and signed.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.17 of the standard service contract (Annex 5.2) may be applied to sub-contractors.

Once the contract has been signed, Article II.13 of the above-mentioned service contract shall govern the subcontracting.



### 1.13. JOINT OFFERS

A joint offer is a situation where an offer is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards the Commission in executing a supply, service or works contract.

The Commission will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form **before the contract is signed** if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in annex 5.6 will help verifying the level of information to be provided according to the role of each entity in the tender.

Each member of the grouping assumes a joint and several liability towards the Commission.

**The offer has to be signed by all members of the group.** However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they should attach to the offer a power of attorney (see model in annex 5.5). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place (model 2).

**The contract will have to be signed by all members of the group.** If the members of the group so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (see annex 5.5) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards the Commission for the performance of the contract as a whole.

Statements, saying for instance: "that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest", or "that more than one contract should be signed if the joint offer is successful", are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

## **2. FORM AND CONTENT OF THE TENDER**

### **2.1. GENERAL**

Tenders must be **signed** by the tenderer or his duly authorised representative. Tenders must be **perfectly legible** so that there can be **no doubt as to words and figures**.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

Tenders must be written in one of the official languages of the European Union.

Tenders **must include** the following information:

- all the **information and documents requested by the Commission** in order to assess the tender. In order to help tenderers presenting a complete tender, **a checklist of the documents to submit is provided in annex 5.6**. This checklist does not need to be included in the tender but we encourage to use it in order to ease the assessment of the tenders;
- the **price in euros**;
- one **specimen signature of an authorised representative** on the legal entity form ([http://europa.eu/comm/budget/execution/legal\\_entities\\_fr.htm](http://europa.eu/comm/budget/execution/legal_entities_fr.htm)), and a statement confirming the validity of the tender (preferably in blue ink), the tender must provide evidence of the authorisation to sign in name of the tenderer;
- the **name of a contact person** in relation to the submission of the bid.

### **2.2. HOW TO SUBMIT A TENDER**

Tenderers shall observe precisely the indications in point 3 and 4 of the invitation to tender in order to ensure their tenders are admissible.

**Evidence of timely submission by post or courier service will be constituted by the date of dispatch, the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.**

**Late delivery will lead to the non admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.**

### **2.3. STRUCTURE OF THE TENDER**

All tenders must be presented in five sections:

**Section one:** Administrative information – Presentation of the tender (see 2.1 & 2.3.1)

**Section two:** Evidence relating to the exclusion criteria (see 3.1)

**Section three:** Evidence relating to the selection criteria (see 3.2.2 and 3.2.3)

**Section four:** Technical Proposal – Addressing technical specifications and award criteria (see 2.3.2, 3.3 and 4)

**Section five:** Financial Proposal (see 2.3.3)

### ***2.3.1. Section One: Administrative proposal***

a) **Tenderers** may choose between presenting a **joint bid** (see 1.13) and introducing a bid as a **sole contractor**, in both cases with the possibility of having one or several subcontractors (see 1.12).

Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract (see 1.12 and 1.13).

**b) To identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:**

- The **Legal Entity Form** is to be signed by a representative of the tenderer authorised to sign contracts with third parties. There is one form for individuals, one for private entities and one for public entities. Specific forms in each Member State language are available at :

[http://europa.eu/comm/budget/execution/legal\\_entities\\_fr.htm](http://europa.eu/comm/budget/execution/legal_entities_fr.htm)

- The **Financial identification form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker. A specific form for each Member State is available at the following Internet address:

[http://europa.eu/comm/budget/execution/ftiers\\_fr.htm](http://europa.eu/comm/budget/execution/ftiers_fr.htm).

The Legal Entity Form **must be accompanied by all the information** indicated in the form. When neither this form nor the evidence to be attached to them includes the following information, the tender must include:

**For private and public entities:**

- a legible copy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

### **For Individuals:**

- Where applicable, a proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or any other official document showing the registration number.

*All tenderers must provide their legal entity files as well as the necessary evidence. Only subcontractors are requested to provide solely the legal entity file without evidence.*

*Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide the evidence requested in the form, on condition they indicate in their offer the references of the procedure and the Commission's department for which this evidence was already provided.*

*In case of a joint bid or a bid presenting subcontracting, only the co-ordinator is obliged to return the financial identification form.*

#### **2.3.2. Section Four: Technical proposal**

Tenderers must include in their bids the technical proposal addressing all aspects detailed in the specifications set out in section 4 below.

The technical proposal must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

Please note that, to grant equal treatment of all tenders, **it is not possible to modify offers after their submission in relation to the technical and financial proposals.** As a consequence, **incompleteness in this section can only result in negative impact for the evaluation of award criteria.** Please note also, that proposals deviating from the technical specifications will be rejected for non-conformity.

**The technical specifications and the tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract.**

#### **2.3.3. Section Five: Financial proposal**

The tenderer's attention is drawn to the following points:

- **prices must be expressed in euros;**
- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In

case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Community is exempt from VAT;

- **Prices shall not be conditional and be directly applicable by following the technical specifications.**
- **Prices shall be fixed and not subject to revision.**

The reference price for the award of the contract shall consist of two amounts:

**a) the amount in payment of the tasks executed**, as stated in Article I.3.1 of the contract.

For each category of staff to be involved in the project, the tenderer must specify:

- the total labour costs;
- the **daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;
- other categories of costs, except for the costs (if any) specified under point b) below, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided;

**b) the amount corresponding to the reimbursable expenses (LOT 2 and LOT 3 only).**

This amount, referred to in Article I.3.2 of the draft service contract referred to above, corresponds to the expenses directly connected with the execution of the tasks under the contract which are incurred by the Contractor.

In any event, this amount is the **maximum** amount that can be reimbursed for the expenses incurred.

Reimbursable expenses are travel, subsistence and shipment expenses and other expenses listed in the technical specifications in accordance with the rules on reimbursement set out in Article II.7 of the draft service contract referred to above. The daily scales applicable to subsistence expenses are set out in Article I.3.2 of the draft service contract referred to above.

This amount will be estimated on the basis of the articles of the draft service contract referred to above and the information given below. In the bid it must be indicated separately from the amount stipulated in a).

The following information is intended to help tenderers to estimate the maximum amount of expenses (only travel and subsistence and related costs are to be foreseen here):

<b>LOT 1</b>
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Meetings with the Commission:

In addition to meetings that may be necessary to collect the relevant information for the study contract (as per section 4 of this document), the Contractor will be required to attend:

- One kick-off meeting with the advisory group within one week from the signature of the contract;
- Three meetings with the advisory group as specified in section 4.

These meetings will take place on Commission premises in Brussels.

## LOT 2

Meetings with the Commission:

In addition to the meetings and events involved in delivering the contract (as per section 4 of this document), the Contractor will be required to attend:

- One kick-off meeting, within three weeks from the signature of the contract;
- Four meetings per contractual year as and when requested by the Commission.

These meetings will take place on Commission premises in Brussels.

## LOT 3

Meetings with the Commission:

- One kick off meeting and up to four additional meetings to be held at the Commission premises in Brussels;
- Up to two meetings to participate in policy discussions, likely to be held in Brussels.

**Bids involving more than one legal entity must specify the amounts under a) and b) for each legal entity.**

**Tenderers must use the following format to formulate their financial proposal;**

<i>Price component</i>	<i>Unit price</i>	<i>Quantity</i>	<i>Total</i>
Human resources			
Person X (role)			
Person Y (role)			

.....			
Subtotal (1)			
Other			
Item X			
Item Y			
.....			
Subtotal (2)			
<b>TOTAL a) (1+2)</b>			
<i>Reimbursable expenses<sup>1</sup> b)</i>			
<b>Overall total a) + b)</b>			

Please note that for Lot 1 costs relevant to travel, subsistence and shipment expenses will be part of the total amount and thus covered by art. I.3.1 of the service contract.

**The Commission will reject tenders where no technical offers or financial offers are proposed.**

**Non-conformity with the technical specifications in section 4 will also result in rejection from award.**

**The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time-limit stipulated in its request and in the conditions explained in section 1.6.**

### **3. ASSESSMENT AND AWARD OF CONTRACT**

The assessment will be based on the information provided in the tender. The Commission reserves the right to use any other information from public or specialist sources.

This assessment will be performed by applying the criteria set out in these specifications. To award of the contract, the assessment of admissible bids (see 2.2) will be carried out in three successive stages. Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

<sup>1</sup> Give details at the foot of the table.

- 1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
- 2) to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
- 3) to assess on the basis of the award criteria the technical and financial offers and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the assessment of the award criteria.

### **3.1. STAGE 1 – APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS**

#### ***3.1.1. Declaration***

Tenderers or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;
- undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within seven calendar days following the receipt of the Commission's request.

To this end, tenderers must fill in and sign the form in Annex 5.1 to these specifications.

Where the bid involves more than one legal entity (including subcontractors), each entity must provide the form.

***Any total or partial omission for which one or more legal entities involved in the tender are responsible may lead the Commission to exclude the tender from the procedure, in accordance with Articles 93 and 94 of the Financial Regulation.***

#### ***3.1.2. Grounds for disqualification***

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the standard form in annex 5.1.

In addition, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or 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 (criteria h) or fall into one of the situations as specified under criteria a) to f).

If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded.

If a subcontractor is subject to exclusion, the tender shall be excluded.

### **3.1.3. Evidence**

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration referred to in paragraph 3.1.1:

1. The Commission shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, 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;
2. The Commission shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
3. Where the document or certificate referred to in paragraph 1 & 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, 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.
4. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, 3 and 3.1.1 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the candidate or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Commission requests it.
5. Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Commission may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
6. The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and

that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Commission in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Commission services to check this evidence.

#### ***3.1.4. Administrative and financial penalties***

By returning the form in Annex 5.1, duly signed, tenderers confirm that they have been notified of the following points.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 3.1.2 above after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation. We invite tenderers to read carefully these two articles.

### **3.2. STAGE 2 - APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)**

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

**An economic operator may rely on the capacities of other entities**, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

**If several service providers are involved in the bid**, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, the Commission reserves the right to request evidence of their economic and financial capacity if the tasks subcontracted represent a substantial part of the contract.

#### ***3.2.1. Selection criteria***

<b>LOT 1</b>
<b><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY</b>
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
2.5 Reliability in terms of human and technical resources and quality control
1.2 Sufficient financial capacity in relation to the pre-financing foreseen under the contract.
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
2.1 A minimum of two years of research and practical experience in the areas of EU funding, budget planning and implementation with specific regard to innovation,
2.2 Perfect command of English as working language and excellent drafting skills in English.
2.3 Reliability in terms of human and technical resources and quality control

<b>LOT2</b>
<b><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY</b>
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
1.2 Sufficient financial capacity in relation to the pre-financing foreseen under the contract.
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
2.1 A minimum of two years of relevant expertise and experience of design and innovation (policy, support, promotion).
2.2 A minimum of two years' experience in organisation of events and expert meetings.
2.3 A minimum of two years' experience in communication (online and other) and animation through social media.
2.4 Perfect command of English as working language and excellent drafting skills in English.

<b>LOT 3</b>
<b><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY</b>
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
1.2 Sufficient financial capacity in relation to the pre-financing foreseen under the contract.
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
2.1 A minimum of two years of relevant expertise and experience on public procurement implementation, innovation (policy, support, promotion).
2.2 A minimum of two years of experience in organisation of events and expert meetings.
2.3 Perfect command of English as working language and excellent drafting skills in English.
2.4 Reliability in terms of human and technical resources and quality control

These criteria will be assessed on the basis of the documents referred to in 3.2.2 and 3.2.3.

**3.2.2. Evidence of the economic and financial capacity of the service provider(s)**

All tenderers must provide proof of their economic and financial capacity by submitting the following documents:

- a) A full copy of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the tenderer;
- b) Alternatively to a), By filling Annex 5.4, consisting of an extract of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the tenderer.
- c) Appropriate statements from banks or evidence of professional risk indemnity insurance, for legal entities facing the impossibility to fully present evidence a).

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

### ***3.2.3. Evidence of the technical and professional capacity of the service provider(s)***

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents:

- a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; A curriculum vitae (to the same level of detail as the Europass format [http://europass.cedefop.europa.eu/europass/preview.action?locale\\_id=1](http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1)) shall be filled in and signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the tenderer will also be described.

This evidence refers to all selection criteria

- b) a list of the principal services provided and supplies delivered in the past two years, with the sums, dates and recipients, public or private;
- c) a description of the measures employed to ensure the quality of supplies and services, and a description of the firm's study and research facilities;
- d) an indication of the technicians or technical bodies involved, whether or not belonging directly to the firm, especially those responsible for quality control;
- e) a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;
- f) an indication of the proportion of the contract which the service provider may intend to subcontract.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by the Commission on its technical capacities and, if necessary, on its research facilities and quality control measures.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

### 3.3. STAGE 3 - APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)

The contract will be awarded to the most cost-effective tender. The award criteria applied for each one of the three Lots are defined in section 4 of this document.

The selected tender is assessed according to the qualitative award criteria and the weighting applicable to each criterion.

**Tenders scoring less than 65% in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.**

Award criterion	
	Total price <i>including the reimbursable expenses</i>

**Tenders presenting a total price superior to the maximum amount of:**

- **200.000€**for Lot 1
- **300.000€**for Lot 2
- **250.000€**for Lot 3

**will be excluded from the rest of the assessment procedure.**

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

Final Evaluation	
	Total Quality Points/Price

**Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.**

### 3.4. INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of

the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the Commission will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

### **3.5. AWARD OF THE CONTRACT**

The procurement procedure is concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to above shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

The Commission shall not sign the contract or framework contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the award decisions and decisions to reject.

After the award, during standstill period, the Commission will request to the tenderer proposed for award the evidence on exclusion criteria defined in section 3.1.3. If this evidence was not provided or proved to be unsatisfactory the Commission reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

### **3.6. DATA PROTECTION**

The follow up of your response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (CE) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing your tender according to the specifications of the invitation to tender and will only be processed by Directorate General for Enterprise and Industry, Unit D1 for this purpose. You may, upon request, obtain the communication of your personal data and rectify any inaccurate or incomplete personal data. Should you have any queries concerning the processing of your personal data, please address them to Directorate General for Enterprise and Industry, Unit D1. As regards to the processing of your personal data, you have a right to recourse at any time to European Data Protection Supervisor.





#### **4. TECHNICAL SPECIFICATIONS**

##### **LOT 1: Options for future structure and implementation of EU innovation funding**

#### **4.1. a) Award Criteria for Lot 1**

The award criteria applied to this lot are the following (see also section 3.3):

<b>No</b>	<b>Qualitative award criteria</b>	<b>Weighting (maximum points)</b>
1.	Demonstrated understanding of the services and general approach to the work to be performed, including an understanding of the current management modes, legal and financial issues related to EU programmes	10
2.	Overall quality and coherence of the proposed methodology, including innovative elements and process of data collection and analysis	30
3.	Quality of the methodology proposed to conceive realistic and holistic scenarios for the EU innovation programme landscape and to assess the financial, political and organisational impacts of the different scenarios.	30
4.	Overall quality and coherence of the bid, including appropriateness of the allocation of resources and composition of the project team, in particular with a view to respecting the time frame and presenting policy recommendations	30
<b><i>Total number of points</i></b>		<b>100</b>

#### **4.2. a) Nature of the contract**

Service contract for a study presenting and comparing the impacts of different options for the post 2013 EU funding programmes for innovation-related activities.

#### **4.3. a) Background/Rationale**

The background of this study is the increasing criticism among beneficiaries and users of the complexity of the currently fragmented EU programme landscape for innovation and, in particular, the lack of interoperability of the different communication, application, selection and reporting tools. Recent public

consultations confirmed the need for simplification with regard to different rules for different programmes, multiple audits and seemingly uncoordinated work programmes (both in terms of timing and content)<sup>2</sup>.

The purpose of the study is to contribute to the assessment of the impact of the next generation of EU programmes in support of innovation in the broad sense that should start in 2014. The study should contribute to the reflection launched with the Europe 2020 strategy on "how different funding instruments [...] need to be devised to achieve the Europe 2020 goals so as to maximise impact, ensure efficiency and EU value added" (see page 22 of COM(2010)2020).

The study should therefore present and compare the advantages and disadvantages of different options for framing the EU programme landscape for innovation support. In order to be politically useful and impact on the financial framework proposals that are to be presented in the first half of 2011, the study needs to be available no later than December 2010 (or no later than four months after the signature of the contract).

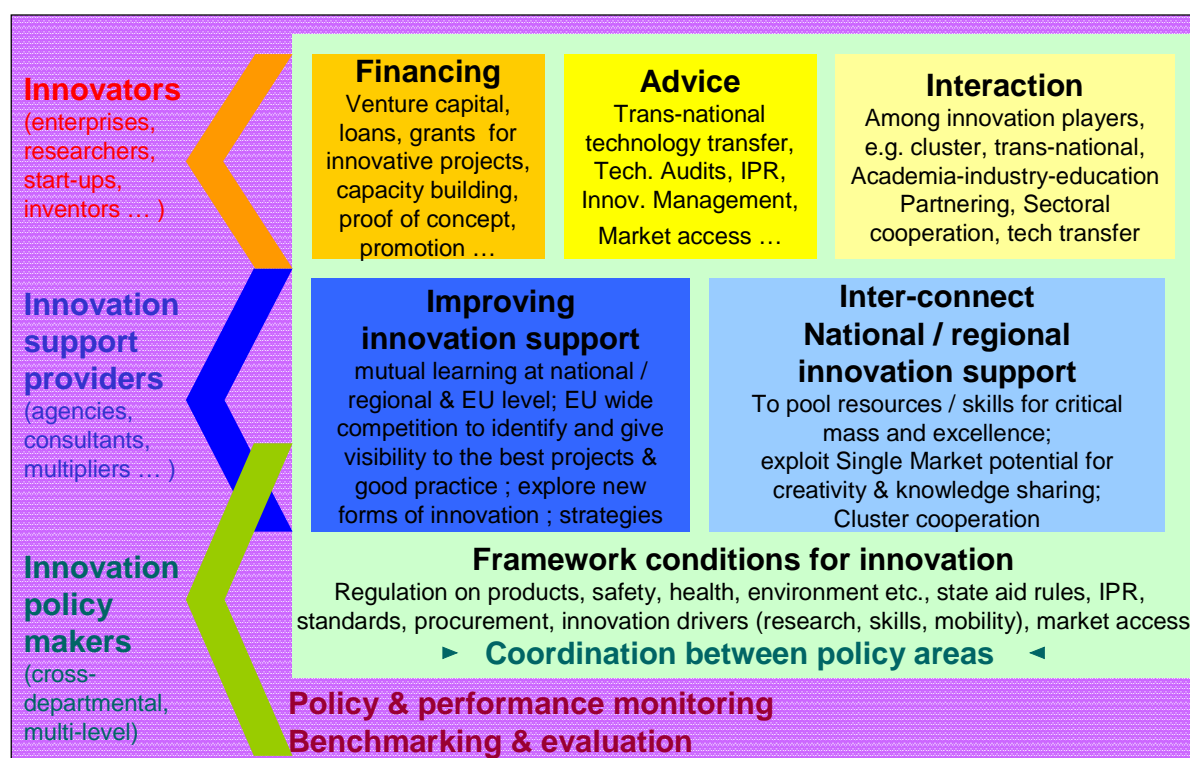
Currently, the EU funding instruments support to the direct benefit of innovation actors different types of funding (grants, financial instruments, PPPs, etc.) for R&D and other innovation activities (market replication and pilot projects, etc.), but also the supply of advice and support services and the provision of places / occasions for the interaction of different innovation actors. While the Structural Funds focus on single-country / region actions, the centrally managed EU programmes concentrate on multi-country projects and trans-national cooperation. Most of the EU innovation budget is invested into this type of support. This complements and connects similar national and regional innovation support types.

Besides this, the EU also targets innovation support providers and policy-makers with its funding, with the aim to help improve the national and regional innovation support systems and policies and with the aim to foster the cooperation among the national and regional innovation systems. This includes besides funding of trans-national projects also innovation policy and performance analysis and the supply of evidence-base for regulatory activities (that can have an important impact on the demand for innovation and on framework conditions). See below typology of EU innovation support:

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<sup>2</sup> See for instance the results of the public consultation on community innovation policy conducted between 18 September and 16 November 2009: [http://ec.europa.eu/enterprise/policies/innovation/future-policy/consultation/results\\_en.htm](http://ec.europa.eu/enterprise/policies/innovation/future-policy/consultation/results_en.htm)

## Types of EU innovation support



### 4.4. a) Description of tasks

The study should present a small number of **different options** for the EU programme landscape of innovation-related programmes as of 2014. These scenarios should be **holistic** (thematically, supply side and demand side instruments, and with regard to the implementation mode) and **feasible** (with regard to the EU legal framework, overall available budgetary means at EU level and delivery mechanisms). Also the trade-offs between different political priorities should be considered, e.g. fundamental research and excellence vs. economic impact and territorial cohesion (applied research, demonstration and market replication projects, SME support, innovation system development).

The options should take the current innovation programmes landscape as a reference point (base line option) and should look both into the centrally managed programmes (FP7<sup>3</sup>, CIP<sup>4</sup>, LLP<sup>5</sup>, EIT<sup>6</sup>, LIFE+<sup>7</sup>, MarcoPolo<sup>8</sup>, etc.) and the shared managed programmes (ERDF<sup>9</sup>, ESF<sup>10</sup>, Cohesion Fund<sup>11</sup>, EAFRD<sup>12</sup>, EFF<sup>13</sup>). They should

3 [http://cordis.europa.eu/fp7/home\\_en.html](http://cordis.europa.eu/fp7/home_en.html)  
 4 [http://ec.europa.eu/cip/index\\_en.htm](http://ec.europa.eu/cip/index_en.htm)  
 5 [http://ec.europa.eu/education/lifelong-learning-programme/doc78\\_en.htm](http://ec.europa.eu/education/lifelong-learning-programme/doc78_en.htm)  
 6 <http://eit.europa.eu/>  
 7 <http://ec.europa.eu/environment/life/funding/lifeplus.htm>  
 8 [http://ec.europa.eu/transport/marcopolo/home/home\\_en.htm](http://ec.europa.eu/transport/marcopolo/home/home_en.htm)  
 9 [http://ec.europa.eu/regional\\_policy/funds/feder/index\\_en.htm](http://ec.europa.eu/regional_policy/funds/feder/index_en.htm)  
 10 [http://ec.europa.eu/employment\\_social/esf/](http://ec.europa.eu/employment_social/esf/)  
 11 [http://ec.europa.eu/regional\\_policy/funds/cf/index\\_en.htm](http://ec.europa.eu/regional_policy/funds/cf/index_en.htm)

present different solutions for integrating or better combining these programmes (all or parts of them, at programming or implementation level, e.g. via shared agencies).

See as background the documents prepared for the INNO-Views workshop on "Improving Governance in European Innovation Policy" (November 2009: <http://www.proinno-europe.eu/node/20131> ) and for the expert meeting to explore how to better streamline and exploit synergies between EU instruments supporting innovation (March 2009: <http://www.proinno-europe.eu/newsroom/experts-meet-glasgow-explore-how-better-streamline-and-exploit-synergies-between-eu-instrum> ).

In order to assess the different impacts, advantages and disadvantages of the scenarios, in particular their effectiveness and efficiency should be analysed:

**Efficiency** should be analysed in particular with a view to:

- the complexity / ease of the **establishment of work programmes / operational programmes**
- **synergies and avoidance of overlaps** between different programmes
- **coordination efforts between relevant stakeholders and departments** (e.g. Commissioner services, programme committees, partnerships for Structural Fund programme preparations)
- **comparisons** with the efficiency levels of innovation programme landscapes in larger, regionalised EU Member States with good innovation performance and possibly the US (drawing for instance on the INNO Policy TrendChart and ERA-Watch).

**Effectiveness** should be analysed in particular with a view to:

- Critical mass and economies of scale effects in terms of **impact** on the programme objectives. The overall EU budget and programme landscape is expected to support the Europe 2020 objectives of smart, sustainable and inclusive growth, for all of which innovation (in the sense of the OECD Oslo manual) is indispensable. The impact of the EU policies should be seen in the light of the level of EU competences and budgets compared to those of the Member States.
- Critical mass and economies of scale effects in terms of **management** tools, costs and resources
- **Simplification** effects through uniform terminology, participation, audit, etc. rules and single information tools, in particular with a view of the participation of SMEs in EU programmes.

The tenderer will include in the tender a dedicated paragraph explaining its understanding of the issues covered by the study and of the results to be expected.

The comparison of the different scenarios should include the analysis of the impacts on the **cost for administration and coordination** (human resources and administrative budget) of the different scenarios.

The contractor should present a **concept and timeline for compiling relevant information** (including for instance interviews inside and outside the Commission services, meetings, results of public consultations, programme evaluations, expert

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<sup>12</sup> [http://ec.europa.eu/agriculture/fin/index\\_en.htm](http://ec.europa.eu/agriculture/fin/index_en.htm)

<sup>13</sup> [http://ec.europa.eu/fisheries/cfp/structural\\_policy\\_overview\\_en.htm](http://ec.europa.eu/fisheries/cfp/structural_policy_overview_en.htm)

meetings and reports, conference conclusions, etc) and possibly innovative approaches to this.

The bid should also specify the **method** for compiling and analysing the information, for establishing cost comparisons and for the development of the different options.

#### 4.5. a) Reports and documents

The Contractor has to provide the required reports and documents in accordance with the conditions of the standard service contract appended in Annex 5.2. All documents have to be submitted in English and provided in both .doc and .pdf formats, unless specified differently.

- **Methodological paper**, specifying the steps and questions etc for the information and data collection and outlining the organisational and budgetary set-ups of the different programme landscape options ► Deadline: 2 weeks after contract start.
  - Commission comments to be delivered within 2 weeks thereafter (if not: implicit approval).
  - If relevant, modified methodological paper within 1 week thereafter.
- **Interim report** taking stock of the results of the data and information collection and presenting a first assessment of the different options ► Deadline: 2.5 months after contract start. ► Commission comments to be delivered within 2 week thereafter (if not: implicit approval).
- **Final report** including taking into account possible Commission comments on the interim report. The report should contain an executive summary (around 4 pages) summarising the methods used, key findings and possible recommendations. The final report must contain an easy-to-read description of the different options and a comparison of their advantages and disadvantages. ► Deadline: **draft final report needs to be submitted the latest 3.5 months** after contract start. ► Commission comments to be delivered within 10 days thereafter (if not: implicit approval). ► In case of modification requests, the contractor will submit a modified **final report** within ten days after the receipt of the comments.
- **Executive summary and PowerPoint presentation** or equivalent to support the draft final report with explanatory notes for comment. The PPTs should be used to present the results of the evaluation study to the advisory group.

Travel and subsistence expenses should be included in the global amount in the offer.

The study should be drawn up in close cooperation with the Commission services and be accompanied by a Commission internal advisory group whose members will be appointed by the Commission (meetings to be held in Brussels, facilities to be provided by the Commission).

The deliverables will be assessed with regard to their relevance for the Commission internal decision-making. The quality of the deliverables depends therefore strongly on the degree of **specificity** (both in the description of the options and the Commission internal and external impacts) and **realism** (with regard to management and organisational complexities, political feasibility given the vested interests in the current programme landscape vs. the pressure for change, etc.).

All the **data** collected under this contract, as well as all the summaries, analyses and findings, will be property of the Commission and must be handed over in an agreed format.

<b>Time-line</b>	<b>Meetings</b>	<b>Reports</b>	<b>Approval of / comments on reports</b>	<b>Payments</b>
Within 1st month	Kick-off meeting with advisory group (within first week after contract start)  2. Meeting with advisory group to discuss the methodological paper	Methodological paper (to be submitted within 2 weeks from contract start)  Possibly revised methodological paper (1 week after Commission comments)	Within 2 weeks after submission (before the end of this delay the advisory group meeting will take place)	Advance payment of 30% of total amount in Article I.3.1 of service contract (within 30 days following the request / financial guarantee)
Within 2 months	<i>[ if relevant, information &amp; data collection meetings, interviews, etc.]</i>			
Within 3 months	3. Meeting with advisory group to discuss the interim report	Interim report (to be submitted within 2.5 months from contract start)	Within 2 weeks after submission (before the end of this delay the advisory group meeting will take place)	
Within 4 months	4. Meeting with advisory group to discuss draft final report	Draft final report (to be submitted within 3.5 months from contract start) and PPT presentation	Approval / modification requests on draft final report (within 10 days from receipt and after the advisory group meeting)	
Within 4.5 months		[final report – if modification requests on draft final report]	Within 10 days from receipt of final report	Final payment of balance (30 days after approval of final report)

<b>LOT 2: Secretariat for the European Design Innovation Initiative and its Leadership Board</b>
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#### 4.1. b) Award Criteria for Lot 2

The award criteria applied to this lot are the following (see also section 3.3):

No	Qualitative award criteria	Weighting (maximum points)
1.	Overall quality and coherence of the bid.	25
2.	Quality and appropriateness of the proposed working methods and communication mechanisms.	25
3.	Allocation of resources and composition of the project team.	50
<b>Total number of points</b>		<b>100</b>

#### 4.2. b) Nature of the contract

Service contract to provide secretariat services to the European Design Innovation Initiative (hereafter EDII) and its Leadership Board (hereafter LB).<sup>14</sup> The maximum budget for this service contract is 300.000 €.

#### 4.3. b) Background/Rationale

In the coming years, the European Commission is expected to implement an ambitious innovation strategy aiming at addressing societal challenges such as climate change and the ageing of the population. New ambitions must be backed by new, integrated approaches that contribute to fulfilling expectations on innovation to tackle these challenges, approaches that take technological as well as non-technological aspects of innovation into account.

In Europe, there is political agreement that all forms of innovation are important and that the progressive shift in emphasis away from an exclusive reliance on “technology push” in innovation policy and support must continue towards a more market and user oriented approach.

In April 2009, the Commission published a Staff Working Document on “Design as a driver of user-centred innovation”.<sup>15</sup> It considers design as an innovation activity with untapped potential, particularly in SMEs, to make products and services correspond better to user needs, aspirations and abilities. The document concludes

<sup>14</sup> The “European Design Innovation Initiative” and the “Leadership Board” are working titles which may change.

<sup>15</sup> [http://ec.europa.eu/enterprise/newsroom/cf/document.cfm?action=display&doc\\_id=2784&userservice\\_id=1](http://ec.europa.eu/enterprise/newsroom/cf/document.cfm?action=display&doc_id=2784&userservice_id=1)

that design has the potential to become an integral part of a European innovation policy targeted at societal and market needs.

The importance of design as a driver of innovation and competitiveness was confirmed in the public consultation that was launched on the basis of the staff working document.<sup>16</sup> One major finding from the consultation is that design - and user-centred “design thinking” - should be better integrated into innovation policy and support. Conversely, there is scope for more innovation, more user-centredness, and more social and environmental responsibility in much of today’s design.

Due to the relative novelty of design-driven innovation and design thinking, particularly in the policy arena, there is a need for a platform or forum for joint policy development and action integrating design into innovation. The European Commission therefore wishes to launch the European Design Innovation Initiative.

#### **4.4. b) The European Design Innovation Initiative and its Leadership Board**

The aim of the European Design Innovation Initiative is to **create an open and flexible platform to bring together in joint action stakeholders** with an interest in integrating and mainstreaming design into innovation (policy, support, projects), and a capacity to contribute to this development. The target groups would include e.g. the innovation departments of Member States ministries (and potentially other departments), innovation agencies, innovation-oriented design support organisations, international design organisations, major design schools and research centres, regional design institutions with focus on innovation, SME organisations, design-driven companies and the Commission.

Specific **objectives** of the EDII and its Leadership Board:

- To better integrate design into innovation (projects, policy, support) by creating a joint platform/forum;
- To develop a joint vision, joint priorities and joint action with the Commission and stakeholders across Europe;
- To improve the circulation of experiences and good practices in the area of design policy, support, education and research;
- To provide advice to the Commission on policy matters related to design and innovation;
- To raise awareness of design-driven innovation. If the initiative is successful, it will attract other design and innovation players (e.g. innovation support organisations, regions, Member States) who have not yet made the link between the two.

**The EDII will be governed by its Leadership Board** to be nominated and operational as soon as possible. The LB will meet four times in its first year, three times in the following years. The Commission will participate in the meetings of the LB. An annual or bi-annual European Design Innovation Summit will bring stakeholders together, hosted by interested organisations.

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<sup>16</sup> [http://ec.europa.eu/enterprise/policies/innovation/files/results\\_design\\_consultation\\_en.pdf](http://ec.europa.eu/enterprise/policies/innovation/files/results_design_consultation_en.pdf)



Among the first tasks of the Leadership Board will be the identification of priority themes for joint policies and action, e.g. in the area of design/innovation support to SMEs. The work on the identified priorities will progress through joint actions by working groups. The actions may be financially supported through calls for proposals in 2011.

The Board should set performance targets for the initiative to be evaluated after three years of operation.

The EDII and its LB will be supported by a Secretariat. This call for tenders concerns the Secretariat of the EDII and its LB, hereafter “the Secretariat”.

#### **4.5. b) The services to be offered by the Secretariat**

The tender has to cover a series of tasks or services offered by the Secretariat to the European Commission and to the LB during 2 years.

These tasks / services are described below.

##### ***4.5.1. b) Develop, launch, run and promote the European Design Innovation Initiative and its Leadership Board***

The successful contractor will be expected to undertake the following tasks:

1. Assist the European Commission in the **establishment of the Leadership Board**;
2. Assist the European Commission and the LB in the **establishment, development, running and promotion of the European Design Innovation Initiative**, notably by providing secretarial services to the LB and by acting as coordinator, promoter and animator of the EDII;
3. **Organise and co-organise events**, such as the meetings of the LB and an annual or bi-annual European Design Innovation Summit;
4. **Ensuring communication and dissemination** of information concerning the EDII and its LB.

In the offer, the tenderer will address in detail **how it intends to organise the work of the Secretariat**, how many people will be involved and how the work will be shared. The tenderer will also develop a proposal for the establishment, running and promotion of the EDII, explain how the Secretariat will contribute to the attainment of the specific objectives outlined in section 4.9 above and present a strategy to reach and actively involve the target groups.

The Secretariat should assist the Commission in rapidly setting up the LB. **The Secretariat will organise the meetings of the LB, provide secretarial services and reimburse its members** (notably travel related expenses and per diem). No additional budget is foreseen for the activities of the LB and hence its activities will be paid for by the Secretariat. The LB should meet a first time in January 2011, a second time before the end of March 2011 to allow for the rapid launch of calls for proposals on joint actions that same year. The secretarial services to the LB will

include writing reports of its meetings, support in the development of its proposals for joint action and liaise with the Commission.

**The Leadership Board will steer the EDII with the help of the Secretariat.** The LB will make proposals to the Secretariat as regards the development of its services.

The Secretariat will co-organise an annual or bi-annual European Design Innovation Summit (1 or 2 in the 2-year contract period).

The tasks of the Secretariat in **co-organising the European Design Innovation Summit** should include the following: identify possible hosting organisations, draw an agenda for the conference, identify speakers and invitees, promote the event, provide information to the participants and arrange social events together with the hosting organisation, respond to questions and give additional technical and administrative support.

The work of the EDII would also progress through joint actions in working groups on topics identified by the LB. Once the joint actions are launched, **the Secretariat will coordinate the activities of the working groups**, acting as a link between the Commission, the LB and the working groups. The Secretariat should follow the work of the working groups, participate in their meetings and report on progress.

The participation in any events organised in the context of the EDII by the Secretariat should be free of charge.

#### ***4.5.2. b) Promotion of the EDII, communication and dissemination***

The Secretariat will launch the EDII, notably through a **communication campaign**. Another task of the Secretariat is to establish a mailing list of interested stakeholders and to inform them regularly on progress of the EDII and enhance the diffusion of good practise. Furthermore, the Secretariat should provide input to the Europa innovation policy website and its blog.

To this purpose, a series of publications will be edited. These publications are:

- **A quarterly electronic newsletter in English.** It will present the activities of the EDII and its LB, and include sections for the thematic working groups;
- Further publications to be defined by the tenderer, if deemed necessary.

#### **4.6. b) Reports and documents**

The Contractor is to provide the required reports and documents in accordance with the conditions of the standard service contract appended in Annex 5.2.

All the reports should be written in English and submitted to the Commission in .doc and .pdf formats.

The following table gives an indication of the expected timeline for payments and technical reports.

<b>Time-line</b>	<b>Reports</b>	<b>Approval of / comments on reports</b>	<b>Payment deadline</b>
Month 1 Pre-financing	Signature of the Contract	---	Advance payment of 10% of total amount in Article I.3.1 of service contract (within 30 days following the request / financial guarantee)
Month 9 1 <sup>st</sup> Interim payment	Submission of the 1 <sup>st</sup> interim technical report describing activities carried out in the first 8 months of contract	Within 20 days after submission	Interim payment of 30% of total amount in Article I.3.1 of service contract (within 30 days following the approval of the 1 <sup>st</sup> interim report)
Month 17 2 <sup>nd</sup> Interim payment	Submission of the 2 <sup>nd</sup> interim technical report describing activities carried out in the 16 months of contract	Within 20 days after submission	Interim payment of 30% of total amount in Article I.3.1 of service contract (within 30 days following the approval of the 2 <sup>nd</sup> interim report)
Month 24 Payment of the balance	Submission of the final technical report describing activities carried out in the second year of contract	Within 20 days after submission	Final payment of balance (within 30 days following the approval of the final report)

**LOT 3: Feasibility study on future EU support to public procurement of innovative solutions**

**4.1. c) Award Criteria for Lot 3**

The award criteria applied to this lot are the following (see also section 3.3):

No	Qualitative award criteria	Weighting (maximum points)
1.	Overall quality, innovativeness and coherence of the proposed methodology	40
2.	Quality of the methodology proposed to cover a range of different public procurement organisations in different EU Member States	40
3.	Quality of the proposed strategy to involve stakeholders in the study and disseminate its results	20
<b>Total number of points</b>		<b>100</b>

**4.2. c) Nature of the contract**

Service contract for a feasibility study on future EU support to public procurement of innovative solutions.

**4.3. c) Background**

The importance of public procurement as a driver of innovation has been clearly recognised in EU innovation policy, including the 2006 "Broad Based Innovation Policy",<sup>17</sup> the 2007 "Guide of Dealing with Innovative Solutions in Public Procurement"<sup>18</sup>, the 2007 "Lead Market Initiative for Europe",<sup>19</sup> and the 2007 Commission Communication on "Pre-commercial procurement: driving innovation to ensure sustainable high quality public services in Europe".<sup>20</sup>

For the implementation of these policies, the Commission has supported specific networks of public procurers under the Lead Market Initiative<sup>21</sup> and on Pre-commercial procurement.<sup>22</sup>

<sup>17</sup> Refer to: [http://ec.europa.eu/enterprise/policies/innovation/policy/index\\_en.htm](http://ec.europa.eu/enterprise/policies/innovation/policy/index_en.htm)

<sup>18</sup> Refer to: [http://www.proinno-europe.eu/doc/procurement\\_manuscript.pdf](http://www.proinno-europe.eu/doc/procurement_manuscript.pdf)

<sup>19</sup> Refer to: <http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/>

<sup>20</sup> Refer to: [http://ec.europa.eu/information\\_society/tl/research/priv\\_invest/pcp/index\\_en.htm](http://ec.europa.eu/information_society/tl/research/priv_invest/pcp/index_en.htm)

<sup>21</sup> Information on the Lead Market public procurement networks can be found at [http://ec.europa.eu/enterprise/policies/innovation/policy/public-procurement/index\\_en.htm](http://ec.europa.eu/enterprise/policies/innovation/policy/public-procurement/index_en.htm) and [http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/public-proc\\_en.htm](http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/public-proc_en.htm)

<sup>22</sup> Information on the Pre-commercial procurement networks can be found at Refer to: <http://www.P3ITS.eu> and <http://preco.share2solve.org/main/>

In the context of the development of a new European Research and Innovation policy under the Europe 2020 strategy<sup>23</sup> the Commission is considering possible new approaches to strengthening public procurement of innovation. An expert workshop was held in October 2009<sup>24</sup> and a conference organised in March 2010<sup>25</sup>.

One of the proposals under consideration is to introduce a support mechanism modelled on the US SBIR scheme<sup>26</sup> which would support public procurers in EU Member States to implement public procurements of innovative solutions, including pre-commercial procurements. Such schemes are being introduced in some Member States<sup>27</sup> but there may be added value to support such developments at EU level. Such support could consist of access to expertise (for example on definitions, preparations, implementation, evaluation, and assessments) and/ or co-funding the procurement costs. EU added value could come from, inter alia, access to trans-national expertise, trans-national collaboration in the preparation, evaluation and/or implementation of procurements, joint or coordinated procurements across several Member States, promoting the access of tenderers from other countries, promoting the innovative solutions developed in such procurement contracts to be taken up in procurement markets across the EU, and relevance of the procurement topics to EU policies and objectives in areas such as environment, energy, health and transport policies.

The feasibility study should examine: the potential barriers and benefits for procurement authorities (contracting authorities within the meaning of Directive 2004/17/EC and Directive 2004/18/EC) to undertake procurements of innovative solutions, including pre-commercial procurements; how such barriers could be overcome and benefits enhanced through EU support; and how an EU support scheme could be designed to maximise benefits and EU added value.

The results of the feasibility study will be used to prepare a possible pilot call to test a new EU support scheme and for the development of future EU innovation support programmes.

#### 4.4. c) Description of tasks

The successful contractor will be expected to undertake the following tasks.

1. **Provide options and recommendations for how an EU scheme should be conceived and implemented**, including scale of such a scheme to have critical mass and impact; whether an open call or other procedure should be used to identify which contracting authorities should be awarded support for innovative procurements; the most efficient delivery mechanism as close as possible to the end user, having in mind that no new structures at EU level will be created; the extent to which the thematic subjects/topics of the procurements should be defined or left open to contracting authorities to propose; how to ensure a common framework to which all the support scheme would need to comply; and

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<sup>23</sup> Refer to: <http://ec.europa.eu/eu2020/>

<sup>24</sup> Refer to: [http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/public-proc\\_en.htm](http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/public-proc_en.htm)

<sup>25</sup> Refer to: [http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/public-proc\\_en.htm](http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/public-proc_en.htm)

<sup>26</sup> Refer to: <http://www.er.doe.gov/sbir/>

<sup>27</sup> Presentations on experiences in Member States can be found in the documentation for the workshop at: [http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/public-proc\\_en.htm](http://ec.europa.eu/enterprise/policies/innovation/policy/lead-market-initiative/public-proc_en.htm)

the terms and conditions that could apply to EU support, notably in terms of requirements for trans-national collaboration.

## 2. To assess the feasibility of the identified options.

The identification and assessment of options will have to be based on:

- an **assessment of the barriers and benefits** for contracting authorities to undertake procurements of innovative solutions, including pre-commercial procurements.
- **assessment of the EU added value** of possible financial support from the EU level. This could include identification of activities and objectives that could not be optimally realised at local, regional or national levels, and to what extent it would be desirable and feasible to require trans-national collaboration. Such trans-national collaboration could include access to trans-national expertise, trans-national collaboration in the preparation, evaluation and/or implementation of procurements, joint or coordinated procurements across several Member States, promoting the access of tenderers from other countries, promoting the innovative solutions developed in such procurement contracts, and relevance of the procurement topics to EU policies and objectives in areas such as environment, energy, health and transport policies. This assessment should also consider whether EU support should require participating contracting authorities to comply with a framework of good practice (for example in treatment of Intellectual Property Rights) such that there is a certain level of commonality in the procurements implemented in different countries.
- **an assessment of potential legal barriers to procurements of innovative solutions** including those stemming from the EU Directives,<sup>28</sup> implementation of the Directives into national legal frameworks, and ‘soft law’ (guidance, interpretations etc.).

The methodological approach used to make the above assessments and reach recommendations, could include **interviews, surveys or case studies** to understand the real situation of contracting authorities. The analysis and recommendations should also draw on existing evaluations and information on comparable schemes in other countries, notably the US SBIR scheme, as well as those in EU Member States. Innovative methodological approaches in addition to these elements would be welcomed.

The successful contractor will be invited to **present and discuss the development and results of services in policy discussions** organised by the European Commission services. In addition, the Commission services will provide support to the work on the basis of information and expertise available, for example in identifying contracting authorities that are currently participating in EU funded networks and projects and providing access to data from contracts notified in the Official Journal (i.e. TED database).

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<sup>28</sup> Directive 2004/17/EC and Directive 2004/18/EC

#### 4.5. c) Reports and documents

The Contractor is to provide the required reports and documents in accordance with the conditions of the standard service contract appended in Annex 5.2.

**Methodological report** (month 2) describing in detail how the tasks will be carried out (e.g. including lists of contracting authorities to be included), with detailed timings. (Approximate length 20pages)

**Interim findings** (month 4-5) reporting on initial tasks performed and any adjustments to the methodology that are found necessary. (Approximate length (20 pages))

**Draft final report** (month 9-10) setting out the findings, assessments and recommendations. (approximate length 30-40 pages + methodological and other annexes)

**Final report** (month 11-12) taking account of comments and points raised on the draft final report, and including a short executive summary. (Approximate length: as for Draft final report + 2-3 page executive summary).

All the reports should be written in English and submitted to the Commission in .doc and .pdf formats.

The successful contractor will be required to attend a **kick off meeting** immediately following the contract signature, and up to **four meetings** following the delivery of the four deliverables stated above.

The following table gives an indication of the expected timeline for payments and technical reports.

<b>Time-line</b>	<b>Meetings*</b>	<b>Reports</b>	<b>Approval of / comments on reports</b>	<b>Payment deadline</b>
Month 1 Pre-financing	Kick-off meeting	Signature of the Contract	---	Advance payment of 30% of total amount in Article I.3.1 of service contract (within 30 days following the request / financial guarantee)
Month 2	Project meeting 1	Submission of the methodological report	Within 20 days after submission	
Month 5	Project meeting 2	Submission of interim report on findings on initial tasks performed and any adjustments to the methodology	Within 20 days after submission	
Month 10	Project meeting 3	Submission of the draft final report setting out the findings, assessments and recommendations	Within 20 days after submission	
Month 12 Payment of the balance	Project meeting 4	Submission of the final report taking account of comments and points raised on the draft final report, and including a short executive summary	Within 20 days after submission	Final payment of balance (within 30 days following the approval of the final report)

\* Based on need, there might be up to two additional meetings to participate in policy discussions, likely to be held in Brussels.



**5. ANNEXES**

**ANNEXES**

**5.1. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO 18/PP/ENT/CIP/10/E/N02C011)**

## Exclusion Criteria Form

The undersigned:

Name of the company/organisation:

Legal address:

Registration number:

VAT number:

Name of the signatory of this form (representative legally authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation):

declares on his or her honour that the company or organisation that he or she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled its 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 it is established, or with those of the country of the contracting authority or those of the country where the contract is to be carried out;
- e) has not 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) is not currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation, for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or for having been declared to be in serious breach of its obligations under contracts covered by the Community budget.
- g) that on the date of submission of the tender, the company or organisation he or she represents and the staff proposed for this tender:

*- do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;*

*- will inform the contracting department, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;*

*- have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;*

*- have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.*

- h) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

The Commission reserves the right to check the information provided. By returning this form, duly signed, the tenderer, undertakes, when he is the tenderer proposed for award of the contract, to send to the Commission, within fifteen calendar days following the receipt of the Commission's request, preceding the signature of the contract, the evidence referred to in paragraph 3.1.3 of the tender specifications and any additional document the Commission considers necessary to perform its checks.

By signing this form, the undersigned acknowledges to be informed of the existence of the exclusion criteria and applicable administrative and financial penalties, detailed in Articles 93, 94, 95 and 96 of the Financial Regulation and Articles 133, 133a, 134, 134a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation.

Full name

Date

Signature

## **5.2. DRAFT SERVICE CONTRACTS**

Provided as three separate documents, one for each lot

**5.3. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER No 18/PP/ENT/CIP/10/E/N02C011)**

<b>Financial and Economic Capacity Overview</b>			
<b>Currency : EURO</b>		<b>Figures (000)</b>	
	<b>N*</b> (* most recent figures available)	<b>N-1</b>	<b>N-2</b>
<b>Total Balance Sheet</b>			
TRADE DEBTORS <i>Amounts due by commercial customers</i>			
CAPITAL and RESERVES (Equity) <i>Amounts owned by the company</i>			
TRADE CREDITORS <i>Amounts due to commercial suppliers</i>			
SHORT TERM DEBT			
LONG TERM DEBT			
LIQUIDITY <i>Bank accounts, cash at hand</i>			
<b><u>About PROFIT &amp; LOSS</u></b>			
TURNOVER			
ORDINARY RESULT			
EXTRAORDINARY RESULT			
INCOME TAX			
NET RESULT			

**You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.**

**Comments:** Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

**5.4. SUBCONTRACTOR / LETTER OF INTENT 18/PP/ENT/CIP/10/E/N02C011**

*Regional Innovation Monitor*

The undersigned: .....

Name of the company/organisation: .....

Address: .....

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

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.17 in relation with checks and audits.

<b>Full name</b>	<b>Date</b>	<b>Signature</b>
.....		

## 5.5. POWER OF ATTORNEY

### POWER OF ATTORNEY – MODEL 1

# Agreement / Power of Attorney

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

We the undersigned:

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

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

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

(2) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the Group Members designate Company X as **Group Leader**. [*N.B.: The Group Leader has to be one of the Group Members*]

(4) Payments by the European Commission related to the Supplies or the Services shall be made through the Group Leader's bank account [*Provide details on bank, address, account number, etc.*].

(5) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents—including the Contract and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

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

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

Signed in ..... on .....

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company



## POWER OF ATTORNEY – MODEL 2

# Agreement / Power of Attorney

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

We the undersigned:

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

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

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

(2) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the Group Members have set up under the laws of ..... the Group .... (« **the Group** »). The Group has the legal form of a ..... [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(4) Payments by the European Commission related to the Supplies or the Services shall be made through the Group's bank account . [*Provide details on bank, address, account number, etc.*].

(5) The Group Members appoint Mr/Ms ..... as **Group Manager**.

(6) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :

- (a) The Group Manager shall sign any contractual documents—including the Contract and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

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

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

Signed in ..... on .....

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

## 5.6. CHECKLIST OF DOCUMENTS TO BE SUBMITTED

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (coordinator/group leader in joint bid, partner in joint bid, single contractor, main contractor, subcontractor).

Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Section	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see annex 5.5)	1		■		
Letter of intent of subcontractor (see annex 5.4)	1				■
Legal Entity Form (see section 2.3.1) Download the form from : <a href="http://ec.europa.eu/budget/execution/legal_entities_en.htm">http://ec.europa.eu/budget/execution/legal_entities_en.htm</a>	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form (see section 2.3.1) Download the form from: <a href="http://europa.eu.int/comm/budget/execution/ftiers_fr.htm">http://europa.eu.int/comm/budget/execution/ftiers_fr.htm</a> .	1	■		■	
Exclusion Criteria form (see section 3.1 and annex 5.1)	2	■	■	■	■
Evidence of Economic and financial capacity (see section 3.2.2 and annex 5.3)	3	■	■	■	
Evidence of Technical and professional capacity (see section 3.2.3) Go to the following page to fill in the CV: <a href="http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1">http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1</a>	3	■	■	■	■

The following sections must be provided in the bid, their absence would mean rejection of the bid for incompleteness:

Description	Section	Coordinator or single tenderer
Technical Proposal (see section 2.3.2 and 4)	4	■
Financial Proposal (see section 2.3.3)	5	■

