



EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

CALL FOR TENDERS

No ENTR/09/010

Implementation and Development of a Construction Information Platform

OJEU 2009/S 141-205382

SPECIFICATIONS

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1. PRELIMINARY INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of:

- the prior information notice in OJ S 31-044537 of 14/02/2009, project I5/4 and,
- the contract notice in OJ S 141-205382 of 25/07/2009.

1.1. NATURE OF THE CONTRACT

Service contract for the implementation and development of an EC Construction Information Platform

1.2. BACKGROUND

The construction sector in the European Union plays a central strategic role in providing buildings and other infrastructure underpinning a wide variety of economic and social activities in society. In addition, the sector in itself constitutes a significant part of the EU economy. In the European Union construction accounts for approximately 10 % of total GDP and there are over 15 million people working in almost 3 million construction enterprises in the 27 EU Member States (the relative share of SMEs, including micro-enterprises and self-employed is very high; over 93% of companies have fewer than 10 operatives).

A number of other actors, mainly service providers, are closely linked to construction activities, although not formally belonging to the sector. Including these, it is estimated that some 26 million jobs in the EU depend, directly or indirectly, on the construction sector.

The diversity of the sector and its wide influence on the rest of society are reflected in the actions undertaken by the Commission in support of the construction sector. As illustrated in Communication COM(97) 539 of 4.11.1997, where the Commission identified a number of critical issues relevant to the performance of the construction sector¹ (confirmed in the Council Conclusions of 07.05.1998²), a comprehensive programme to address the competitiveness of the sector must cover a wide variety of areas. The following four strategic objectives, each of them with wide implications, were proposed in the Communication:

- i. To improve quality procedures and standards taking into account environmental, regulatory, employment and entrepreneurial considerations;
- ii. To adapt the regulatory framework in particular for public procurement, unfair competition, registration and qualification systems, health & safety and payment delays;
- iii. To improve the education level, the qualifications of the workforce and the image of the sector;
- iv. To strengthen efforts in Research and Technological Development, Innovation and knowledge deployment;

¹ <http://europa.eu.int/comm/enterprise/construction/compcom/compcom.htm>

² <http://europa.eu.int/comm/enterprise/construction/compcom/council.htm>

Among the detailed recommendations of this Communication, several related to the importance of better dissemination of information to relevant operators, specifically pointing to the key role better dissemination plays in improving the competitiveness of the sector. Several recommendations also point to the key role of the European Institutions and one specifically indicates the need “to create an information point within the Commission, which could service any external contact relating to the construction sector”.

It is generally recognised that the construction sector plays a central role in the major challenges currently facing our societies, including the need to find a more sustainable development and consumption path. The increased emphasis on strengthened environmental policies and legislation on a variety of issues such as waste disposal, landfill and use of natural resources are gradually put in place on EU level. In the energy field, a common awareness is developing that the world is facing unprecedented energy challenges with increased concerns over cost and supplies of fossil fuels worldwide coupled with a discernable climate change. Since energy demand in construction and related sectors are high, this sector carries a particular responsibility with a large potential for energy saving often through readily available means and technologies. These efforts have resulted in an accelerating number of initiatives directly and indirectly linked to sustainability issues and relevant for construction activities or the construction products industry. As examples can be mentioned the Building Energy Performance Directive (2002/91), the Energy Services Directive (2006/36), the Waste Framework Directive (2006/12), the Drinking Water Directive (98/83/EC) as well as the recently launched Lead Market Initiative on Sustainable Construction as well as the development of common frameworks for Life-Cycle costing and Green Public Procurement.

Also against the backdrop of strengthening the competitiveness and the functioning of the European construction sector, a large proportion of the wide spectra of EU Legislation directly influencing the sector has been developed or updated during recent years. This ongoing process includes the updating of the Construction Products Directive, CPD³, the Public Procurement Directives⁴ and the Drinking Water Directive⁵.

With this in mind, it is evident that the challenges for the operators in the sector to obtain necessary information related to policy- and legislative initiatives, research programmes, etc. potentially affecting them, are considerable. It is not surprising that industry representatives have at several instances asked the Commission to facilitate such tasks through the development of appropriate means and tools.

In a recent study, “Analysis and assessment of the elements of certain Community policies that impact on the competitiveness of the construction sector⁶”, commissioned by DG Enterprise and Industry, the University of Manchester concluded that a wide variety of EU legislation and EU policy initiatives, not specifically targeting the sector, influence the functioning of the sector, incl. the everyday work of a wide variety of

³ http://ec.europa.eu/enterprise/construction/cpdrevision/cpd_revision_intro_en.htm

⁴ http://ec.europa.eu/internal_market/publicprocurement/index_en.htm

⁵ The ongoing revision of the Drinking Water Directive results in a need for industry and contractors to have access to information regarding construction products in contact with drinking water.

⁶ http://ec.europa.eu/enterprise/construction/compet/analysis_assesm_policies/index_analy_assesm_en.htm

private and public actors. During the contractor's extensive contacts with private and public stakeholders, the need for more and easier accessible information on EU legislation, policy initiatives, etc. was highlighted.

As a reply to the above indicated needs, the Commission launched a study in November 2008 assessing the information needs of construction sector operators in relation to EC activities and an assessment of the feasibility to cater for such needs through establishing an EC Construction Information Platform. Following the assessments indicated above, the contractor of the currently running assignment has proposed a work-plan with operational and technical details on the establishment and functioning of the platform. The running contract, coming to an end in October 2009, has recently (May 2009) gone into a phase of establishing and testing a pilot version of the Platform.

Thus, this action⁷ should continue where the currently ongoing assignment ends in October 2009 and ensure implementation of the platform during a period of one (1) year as well as a further "expansion" of the Platform, including reaching a wider audience, incorporating additional reference documents and adding new functions to the Platform. The implementation of tasks should in principle follow the plans developed under the ongoing contract, although minor modifications might be necessary due to experience gained during the pilot phase (May-October 2009) and experience gained during this assignment. Although plans for the expansion of the Platform have been developed as part of the ongoing assignment, also this new assignment can only cover a part of these plans, for example ensuring the Platform's ontologies and web pages are available in 9 European languages and the development and implementation of a promotion/information strategy targeting sector operators.

The tasks will need to comprise the consultation of a necessary range of Commission services as well as public and private social partners/stakeholders in the construction sector. While all actions related to the further expansion of the Platform should be preceded by appropriate consultations, the contractor is also expected to regularly collect feed-back on the functioning of the Platform based on previously defined and agreed criteria (agreed with the Commission).

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

The contract shall enter into force on the date on which it is signed by the last contracting party (if it has already been signed by both contracting parties).

It is expected to be signed in 11/09.

The duration of the tasks shall not exceed 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. A

⁷ Further details on the scope, the actions and the foreseen output from this action is provided in Section 4 "Technical Specifications".

negotiated procedure may be used⁸ for an additional contract covering the running of the platform for 12 months.

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 11:00 on **07.10.2009** at the following location:

Office address:

European Commission
Enterprise and Industry Directorate-General
Unit ENTR I5 – Construction, Pressure Equipment, Metrology
Rue Belliard 100 - Office B100 06/SDR
B-1040 Brussels

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.

⁸ Article 126.1.f, Commission Regulation 2342/2002, OJL 357/1, 31/12/2002).

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

European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: ENTR/08/010
Unit ENTR I5 – Construction, Pressure Equipment, Metrology
B100 04/28
B-1049 Brussels - BELGIUM
Fax: (+32-2)-299.80.08 - e-mail: ENTR-0910-CONSTRUCT-INFO@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/calls/calls.html>

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 of one pre-financing of 15 %, 1 interim payment of 35 % and the balance.

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

Not applicable

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 not 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 5.5, 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 5.7 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 5.6). 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 5.6) 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 5.7**. 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), 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 & 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

- 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.

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 may 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 one amount, 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, 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;

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):

- Meetings with the Commission: three one-day meetings, all to be held in Brussels, as follows: kick-off (shortly after signature), interim (about 6 months after signature) and final (about 10 months after signature) meeting with the Commission services and a monitoring and steering group meeting.
- A Validation workshop planned by the Commission: a one-day common workshop about 11 months after signature, to be held in Brussels.

The contractor may decide the number of its representatives to attend these meetings, bearing in mind that the amount will be integrated into the total price.

Bids involving more than one legal entity must specify the amounts above 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)			
TOTAL (1+2)			

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.

A total maximum budget of 200.000 € has been foreseen for this contract, including the cost of travel, subsistence and shipment expenses. Tenders presenting a total price superior to the maximum amount of 200.000 € will be rejected on this basis and excluded from award.

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:

- 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

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 Proven work experience of at least two years in the establishment and maintenance of web-based information tools reaching wide and diverse target groups;
2.2 Knowledge of the policy development and legislative development processes at the European Commission. The contractor should have proven experience, of at least two years from working on EU-level on legislative and policy development issues;
2.3 Proven experience of at least 2 years linked to policies and developments in the construction sector within and outside the EU, including proven knowledge of the functioning of the sector (the public and private operators of the sector, their respective roles, their organisations);
2.4 Proven experience of at least two years from the definition, establishment and implementation of larger scale information/communication initiatives reaching wide and diverse target groups;
2.5 Reliability of the tenderer to perform the services in terms of human and technical resources, including language skills needed, and quality control systems.

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 filling in Annex 5.4, consisting of an extract from the tenderer's 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;

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; The Europass curriculum vitae format (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 selection criteria 2.1 and 2.5.

- b) a list of the principal services provided in the past three years, with the sums, dates and recipients, public or private;

This evidence refers to selection criteria 2.1, 2.2, 2.3, 2.4.

- c) a description of the measures employed to ensure the quality of the services;

This evidence refers to selection criterion 2.5.

- d) a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;

This evidence refers to selection criterion 2.5.

- e) 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 following award criteria will be applied:

No	Qualitative award criteria	Weighting (maximum points)
1.	Overall <u>understanding of the objectives</u> of the call, of the subject matter concerned, of the issues to be examined, and the technical and organisational challenges involved.	30
2.	Methodology, coherence and clarity of the service to be provided, in particular the <u>methodologies</u> proposed to be used and the completeness of aspects considered in relation to the subject of this call,.	30
3.	Proposed value of the <u>output of the service to be provided</u> , its practical usability, relevance, quality and completeness	20
4.	Quality and extent of contacts/exchanges proposed with relevant EU and public and private stakeholders in the sphere of construction.	20
<i>Total number of points</i>		100

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

Tenders scoring less than 60 % 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

Tenders presenting a total price superior to the maximum amount of 200.000 € 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 expressly 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 Unit I5 'Construction, Pressure Equipment, Metrology', DG Enterprise and Industry 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 Unit I5 'Construction, Pressure Equipment, Metrology', DG Enterprise and Industry. 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

4.1. DESCRIPTION OF TASKS

4.1.1 Aim of the action

The broad aim of the action is to enhance the competitiveness of the European construction sector, in particular its ability to be aware of and take up new work methods, innovations, legislation, etc.

More specifically, the action should contribute towards defining and implementing an appropriate and up-to-date follow-up to the strategic objectives related to provision of information to the sector actors formulated in the [Commission Communication COM\(97\) 539](#) of 4.11.1997 on the competitiveness of the construction sector⁹.

⁹ See <http://europa.eu.int/comm/enterprise/construction/compcom/compcom.htm>

4.1.2 Subject of the action

The Commission calls for tenders for carrying out activities during a 12-month period related to the implementation and further development of the “EC Construction Information Platform” in an efficient manner, well adapted to the abilities and needs of the key sector operators.

4.1.3 Aim of the action and work programme

This action constitutes a follow-up to a currently ongoing assignment related to defining, establishing and running a pilot phase of an information platform to meet identified information needs of construction sector operators. Based on plans and technical indications/definitions of the ongoing contract, this assignment should ensure that the “pilot phase Platform” (developed and tested during the currently running project) is made available for general use and implement a widening of the scope of this platform. The platform should enable public and private construction sector operators¹⁰ (including SMEs) to have better and easier access to all information relevant for the sector from the activities of the European Commission (legislation, policy initiatives, studies, research programmes, etc), in order to improve the sector’s functioning and develop its competitiveness. In view of the very large number of SMEs and self-employed in the construction sector and their high relative share of the companies of the sector, it is foreseen that attention is given to their needs and abilities to obtain relevant information in an efficient manner.

Based on the plans for the establishment and running of the Construction Information Platform¹¹ and possible lessons learned during the implementation of the pilot phase, the contractor should define a programme for bringing the current pilot setup into full open web implementation, including expanding the functioning of the Information Platform. This detailed programme/strategy should take into account and present all relevant features, including technical, managerial and resource aspects.

It is foreseen that, subject to relevant internal Commission Financing Decision and available budget, an additional allocation covering approximately 12 months of running costs/further development of the platform may be provided by the Commission to cover the time period immediately after the end of this contract. Although this follow-up contract may be awarded to the incumbent contractor according to a negotiated procedure, the Commission reserves the right to launch a new call for tender for this action.

The work programme should include at least the following elements:

- a) implementation of the Construction Information Platform during 12-months as defined in the interim report of the ongoing contract¹². Such implementation includes all activities and resources needed to ensure the continuous operation of a stable version of the Construction Information Platform online. In addition, the

¹⁰ Private sector : for example contractors, manufacturers, architects, engineers, and Public sector: for example local/regional/national authorities,

¹¹ As presented in the interim report of the currently ongoing assignment,(relevant parts of this report will be made available on the Europa site together with this call)

¹² Relevant sections of the interim report will be published on the Europa site http://ec.europa.eu/enterprise/contracts-grants/calls-for-tenders/index_en.htm together with this call

platform should continuously be upgraded to include new features and available information. Specific actions to support end-users in the use of Platform services need to be planned and activated, as well as regular maintenance operations.

b) Upgrade and consolidate the existing pilot Platform software architecture in order to allow implementation of all services described in Chapter 5.2 of Interim report.

c) Set up a new ICT server and network infrastructure to provide high reliability and quality service for the Platform. This action should in particular take into account the increasing number of documents to be processed, an increased user access and an increased number of active features integrated.

d) Based on the results of the pilot phase and continuous assessments throughout the duration of the contract,, upgrade the semantic components (ontologies and views) used by the Platform to search, classify, and retrieve information and documents. The semantic components should allow end-users to use personalised filters and views in order to facilitate access to relevant documents.

e) Based on the result of the pilot phase and continuous assessments throughout the duration of the contract, select web portals from European or National organisations to extend and complete available information on the Platform relevant to the European Construction sector.

f) Translations of ontologies, the Platform web-pages, etc. In line with the objectives to facilitate access for European operators in the construction sector, the functionalities of the Platform should be available in 9 European languages at the end of this assignment. The current pilot phase will develop the functionalities in 3 languages (English, French and Italian). While the choice of the additional 6 languages could be based on a multitude of aspects (population, importance of construction sector, etc.) it is foreseen that German, Spanish and Polish is included. The translations to be performed concern aspects like ontologies, technical glossaries, etc as well as “front-end features” as Platform web pages, help on-line, filters, etc.).

g) Validation and testing of new services and features. Each new feature must be tested and validated to ensure reliability, availability, security aspects, etc. It is foreseen that the validation phase includes involvement of relevant sector stakeholders.

h) Promotion among sector operators of the Construction Information Platform. The contractor should develop a dissemination plan to effectively reach the operators, raising their awareness about the existence of the platform and facilitate their use of it. The actions implemented could include the development of promotion material, user guides, etc.

i) Assess the functioning of the platform and its ability to live up to its objectives. If needed indicate how the defined¹³ strategy to run and develop the Construction Information Platform should be modified (incl. methods, tools, timing and means for maintenance and updating the Information Platform in order to keep it

¹³ As defined in the interim report of the ongoing assignment,

operational and of interest to the potential users¹⁴. This should also include an assessment of the relevance of the indicators for progress as proposed in the interim report of the currently ongoing assignment. .

j) Assess the feasibility of migrating the Construction Information Platform to the Commission's Europa server. The feasibility report should include determining the technical, organisational and administrative implications of such a migration as well as estimating the resources needed for the migration as well as for maintenance/running of the system¹⁵. Such a feasibility report should include a comprehensive migration implementation plan, incl. detailed descriptions of the actions needed, a detailed timetable and clear indications of resource needs, also for maintenance/running of the system (covering issues like type of profiles needed, licence costs, system requirements, etc.).

k) an interim report as specified in point 4.2.1. for review and exchanges with the Commission services.

l) a final report as specified in point 4.2.2.

m) participation, before the end of the 11th month of the tasks, in a one-day evaluation and validation workshop organised by the Commission to present the draft final report and the work undertaken, to interested parties. The contractor shall ensure the participation of the necessary representatives in the workshop, such as to ensure that the draft final report can be adequately explained and other follow up work effected with the necessary efficiency; this follow up will entail drawing up and forwarding to the Commission detailed minutes, within 10 days of the workshop taking place.

The Commission will ensure general supervision and guidance of the action through a Monitoring and Steering Group chaired by the Commission (DG Enterprise and Industry) and including representatives of relevant Commission services, Member State representatives and other stakeholder experts invited by the Commission. It is planned to hold three meetings of the Group (meetings in EN language only). The contractor shall ensure the participation of maximum three representatives in these meetings and draw up detailed minutes to be forwarded to the Commission, within 10 days following the meeting in question.

4.1.4. Methodology

For the work to be undertaken, the contractor will apply the methodological tools and format that he proposes and develops in detail in his bid, including a clear time and resource plan.

¹⁴ The platform should meet the identified needs (in the interim report of the ongoing assignment) to obtain information on the wide spectra of EU policies, initiatives and legislation of relevance to the sector, taking all relevant aspects into account, including information content, format, and accessibility.

¹⁵ The contractor will be asked to analyse the requirements issued by the Commission's Informatics DG (DIGIT) and provide all documentation required prior to migration (incl. a vision document and an architecture document). A document with the requirements issues by DIGIT will be made available on the Europa site http://ec.europa.eu/enterprise/contracts-grants/calls-for-tenders/index_en.htm together with this call,

4.2. REPORTS AND DOCUMENTS

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

The report, its summary, and the manuscript and material for publishing have to be submitted in five paper copies and in electronic format (by e-mail or on CD-ROM) as Word (.doc) documents. All numbers of pages refer to a paper version of A4 size.

- An **interim report** must be submitted to the Commission no later than **six months** after the signature of the contract.
- The **final report** must be submitted to the Commission no later than **eleven months** after the signature of the contract.

The reports must be submitted in English. The final report should also include 10-page summaries in French and German .

The length of the interim report shall not exceed 40 pages, and that of the final report 100 pages, including illustrative material; the main supporting documents are to be attached as annexes.

Following the delivery of the final report, the Commission reserves the right to request the contractor to provide supplementary input and corrections during month 12. A final report as referred to in the Special conditions paragraph I.4.3 (taking into account instructions from the Commission as referred to above and constituting the basis for final payment) should be provided at the latest at the end of month 12.

Furthermore, the contractor shall draw up detailed minutes of each meeting of the Monitoring and Steering Group, and of the evaluation and validation workshops, as specified above under 4.1.3, within 10 days after the event.

4.2.1. *The interim report*

shall:

- present the general framework for the action and a glossary describing the relevant terms that are to be used;
- describe the methodology used, including details on the references and information that are utilised and on their sources, on measures taken to ensure quality of the work, and on consultations made;
- specify how the work was undertaken (with reference to the agreed work programme);
- adequately present the results of the work undertaken with regard to elements undertaken during the initial six months (in line with provided indications on the work-programme in section 4.1.3) with regard to the progress made in implementing and expanding the EC Construction Information Platform.
- describe problems/scope for improvement as identified during implementation and suggest measures to overcome/improve the platform.

4.2.2. *The final report*

shall provide the Commission with the information needed for internal evaluation purposes, a part or all of which the Commission may want to disseminate. The contractor must address the following points:

- the methodology used, including details on the references and information that have been utilised and the sources of these, on measures taken to ensure quality of the work, and on consultation made;
- how the work was undertaken in respect of the work programme;
- the characteristics of the work undertaken (ideas; innovative elements; technical feasibility and likelihood of findings resulting in successful further work, positive and negative aspects experienced);
- the collaboration established during the course of the work (for example, involvement of Commission services and national administrations, public and private bodies in the sphere of construction; industry associations and authorities at local, regional and national level; experts and special knowledge bodies; etc.);
- the comprehensive results of the work undertaken with regard to all elements of the work programme as indicated under point 4.1.3 above.
- the need for modifications of the previously agreed strategy and work-programme based on experience gained during the implementation of the action.

5. ANNEXES

ANNEXES

5.1. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO ENTR/09/010)

Exclusion Criteria Form

The undersigned [*name of the signatory of this form, to be completed*]:

in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator¹⁶*)

or

representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- 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 all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and 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 a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

¹⁶ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

- g) they have no 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;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they 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 award of the contract.
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above¹⁷.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

¹⁷ Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

5.2. DRAFT SERVICE CONTRACT

See separate document.

5.3. MODEL GUARANTEE

Model Contract performance guarantee

Bank (Letterhead)
[Place/Date]

European Community
Represented by the European Commission
Directorate-General Enterprise and Industry – [Unit]
1049 Brussels - Belgium

Contract performance guarantee No ... [Subject/Brief description of contract]

We hereby confirm that we give the European Community an unconditional and irrevocable joint and several guarantee for an unlimited period to the value of

EUR [...] (in words: ... euro)

for performance of the contract concluded between the European Community and
[Firm/Name/Address – as given in the contract (No/exact title – hereinafter “the contract”)]
(hereinafter “the Contractor”).

If the Commission gives notice that the Contractor has for any reason failed to fulfil his obligations under the contract by the due date, the Bank, acting on behalf of the Contractor, undertakes to pay up to the above amount into a bank account designated by the Commission immediately on receipt of a first written request from the Commission (sent by registered post, with acknowledgement of receipt).

The Bank waives the right to require exhaustion of remedies against the principal, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.

The Bank may be released from this guarantee only with the Commission’s written consent and does not have the right of deposit without its consent.

The Bank’s obligations under this guarantee are not affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.

This guarantee shall take immediate effect. It shall expire on return of this document, which must occur within [30] days after the final payment under the contract has been made.

This guarantee is governed by the law applicable to the contract.

The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.

[Place/Date]

[Signature/Function]

[Signature/Function]

**5.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER
No ENTR/09/010)**

Financial and Economic Capacity Overview			
Currency : EURO		Figures (000)	
	N* (* most recent figures available)	N-1	N-2
Total Balance Sheet			
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>			
<u>About PROFIT & LOSS</u>			
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.

5.5. SUBCONTRACTOR / LETTER OF INTENT ENTR/09/010

**Implementation and Development of a
Construction Information Platform**

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.

Full name	Date	Signature
.....		

5.6. 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:

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** »).

- (1) 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.
- (2) To this effect, the Group Members designate Company X as **Group Leader**. [*N.B.: The Group Leader has to be one of the Group Members*]
- (3) Payments by the 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.*].
- (4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:
 - (a) The Group Leader shall sign any contractual documents—including the 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:

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** »).

(1) 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.

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

(3) Payments by the 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.*].

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

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

- (a) The Group Manager shall sign any contractual documents—including the 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

5.7. 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 5.6)	1		■		
Letter of intent of subcontractor (see annex 5.5)	1				■
Legal Entity Form (see section 2.3.1) Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form (see section 2.3.1) Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_fr.htm .	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 5.4)	3	■	■	■	
Evidence of Technical and professional capacity (see section 3.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1	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	■