



EUROPEAN COMMISSION  
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

# **CALL FOR TENDERS**

## **No 38/PP/ENT/CIP/10/F/S01C12**

**“STUDY ON NEW SOURCES OF "GREEN GROWTH" OPPORTUNITIES IN THE  
EUROPEAN SHIPBUILDING SECTOR”**

### **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 – xxxxxxxxxxxxxxxx and,
- the contract notice in OJ S – **XXX** (*Please give the exact references of the publication in the OJ*).

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

Service contract: Study on new sources "green growth" opportunities in the European shipbuilding sector

### **1.2. BACKGROUND**

Over the last 30 years, the European shipbuilding industry<sup>1</sup> has increasingly focused on manufacturing specialised innovative and efficient vessels. This process is expected to continue with an emphasis to improve the environmental performance of sea transport, off-shore and other marine activities such as dredging. Today more than ever, the prospects of the shipbuilding industry will thus largely rely on its ability to maintain its competitive advantage and to further move into emerging new activities with a strong marine component such as off-shore wind energy.

The shipbuilding sector is presently facing one of its deepest crises, due to plummeting orders for new vessels in a context of massive overcapacities worldwide. While focus has been understandably given to the short-term response to the sector's present difficulties, a strategic analysis of the medium and long term growth perspectives should be carried out in parallel. Indeed, the long-term prospects of European shipyards will largely rely on their ability to seize the opportunities offered by the transformation of the global economy in general and the European industrial base in particular.

The Europe 2020 strategy sets out an objective for the EU to become a resource-efficient, sustainable and competitive economy, exploiting Europe's leadership in the race to develop new processes and technologies. The demand for environmentally friendly products and services in the future is expected to open the way for new markets and business opportunities.

In order to better understand the opportunities and challenges presented by Europe's expected transition towards a greener, more sustainable economy, the Commission is launching a study on the new sources of greener growth for the European shipbuilding industry within the EU2020 policy framework.

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<sup>1</sup> Throughout this text, shipbuilding industry should be understood as including newbuilding and conversion of seagoing vessels, as well as the supply of maritime equipment .

### 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.

It is expected to be signed in December 2010.

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.

### 1.4. PERIOD OF VALIDITY OF THE TENDER

The offer must remain valid for a period of 8 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 15.30 on 04.10.2010 at the following location:

*Office address:*

European Commission  
Enterprise and Industry Directorate-General  
Avenue d'Auderghem 45, Office 8/138  
B-1049 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.

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

*European Commission  
Enterprise Directorate-General  
Invitation to tender No: ENTR/38/PP/ENT/CIP/10/F/S01C12  
Unit H.1  
Administrative address BREY 09/34  
B-1049 Brussels - BELGIUM  
Fax: (+32-2)-296.70.14 - e-mail: ENTR-CFT-38-PP-10-GG@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 a first interim payment of 10% of the total amount, a second interim payment of 40% of the total amount, 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.

The Commission shall have 20 days to approve or reject these documents and the Contractor shall have 20 days to submit replacement documents.

The interim payments shall be made within 30 days of the Commission's approval of the request for payment and the accompanying documents.

Payment of the balance (50%) shall be made within 30 days of the Commission's approval of the documents supporting the request for payment. This request for payment shall be admissible only if it is supported by duly established invoices, a final report drawn up in accordance with the instructions given in section 4.2 and Annex I to the contract.

The Commission shall have 20 days to approve or reject these documents and the Contractor shall have 20 days to submit replacement documents.

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 services 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.

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

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](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](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 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 **the amount in payment of the tasks executed**, as stated in Article I.3.1 of the contract. In any case, this amount constitutes the maximum amount payable for the services performed.

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 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.

Prices must be "all in" including travel expenses and any other costs.

The total price shall not exceed 200 000.00 €(Two hundred thousand euro).

**Bids involving more than one legal entity must specify the amounts 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 (1+2)</b>			

**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:

- 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><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY</b>
<p>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</p> <p>1.2 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.</p>
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
<p>The Tenderers (and, if relevant, the members of the consortium) will have to prove a minimum of:</p> <p>2.1 5 years relevant experience in the field of maritime industries;</p> <p>2.2 3 years experience with technological and regulatory developments in the field of maritime transport and maritime industries</p> <p>2.3 Demonstrated comprehensive knowledge of shipping and shipbuilding markets (please list relevant output, studies, papers, etc.).</p> <p>2.4 Demonstrated knowledge of EU policies and programmes with relevance to maritime industries (through past professional responsibilities or research);</p> <p>2.5 Fluency in English, both spoken and written and knowledge of maritime industry vocabulary;</p> <p>2.6 Reliability in terms of human and technical resources available (demonstrate relevant project management experience)</p>

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) a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;
- d) 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; The Europass curriculum vitae 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 selection criteria 2.1, 2.2, and 2.3.
- b) A list of the principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private. This evidence refers to all selection criteria.

- 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. This evidence refers to selection criterion 2.4.
- 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 2.4.
- 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.	<i>Quality of the methodology proposed to assess the competitiveness of the European shipbuilding industry for emerging markets.</i>	40
2.	<i>Quality of the methodology proposed to develop forecasting scenarios of technological, regulatory and business development and their impact on European shipbuilding.</i>	40
3.	<i>Quality of the methodology proposed to ensure the efficient, effective and appropriate execution of the overall study work, including the appropriateness and composition of the team of experts</i>	20
<b>Total number of points</b>		<b>100</b>

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

**Tenders scoring less than 70 % 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.**

<b>Award criterion</b>	
	Total price "all in".

**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.

<b>Final Evaluation</b>	
	Total Price/Quality Points

**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 the European Commission, DG Enterprise and Industry, Unit H.1 (Defence, Aerospace and Maritime Industries) 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 the European Commission, DG Enterprise and Industry, Unit H.1 (Defence, Aerospace and Maritime Industries). 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**

#### **A. Introduction**

Using as a starting point the findings of a previous study<sup>2</sup> on the present competitiveness of the sector, this study is expected to map out the innovation and environmental challenges likely to affect the industry within the next ten years, in particular in Europe, and what market opportunities (and threats) they provide.

In this perspective, the study should critically assess the ability of the European maritime industries to fully seize these opportunities linked to the wider political strategy of greening the European industry and decarbonise our means of transport.

The study should identify on this basis elements of a political strategy for best accompanying and encouraging the harnessing of green growth by the European shipbuilding industry.

### **B. Duties and tasks**

The study shall:

#### ***1. Analyse of the innovation process in the European shipbuilding industry:***

- a. Analyse the recent technological developments in the shipbuilding industry, with a particular focus on those pertaining to the "greening" of ships and of maritime equipment.
- b. Review and analyse the specificities of the innovation process in the shipbuilding industry and the role of transfer of technologies from others sectors.
- c. Specify the relative role of shipyards, equipment suppliers and other relevant actors in the innovation process and as drivers of change.
- d. Analyse and describe the dissemination process of new technologies at world level and the relative importance of IPR issues.
- e. Assess the market and growth potential of present research and innovation. Assess and describe which new markets could emerge or develop following present or short-term technological innovations, keeping in mind the impact on European employment and training needs. Special attention should be paid to new marine engine technologies, (LNG fuel, fuel cells/hydrogen developments) and other relevant technologies. In addition, some cost-benefit analysis aspects should be considered for green technologies (eg. use of scrubbers to reduce/minimise emissions).

#### ***2. Establish a comparative analysis of the strength and weakness of the European shipbuilding industry as regards the development of the green technologies***

- f. Compare the innovation process in Europe to the main competitors at world level (China, South Korea, Japan, Norway, etc.).
- g. Analyse the strategies and the main instruments put in place by Member States and EU level, as well as those of external competitors, to promote the innovation and green technologies in the shipbuilding industry.

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<sup>2</sup> Available at:

[http://ec.europa.eu/enterprise/sectors/maritime/files/fn97616\\_ecorys\\_final\\_report\\_on\\_shipbuilding\\_competitiveness\\_en.pdf](http://ec.europa.eu/enterprise/sectors/maritime/files/fn97616_ecorys_final_report_on_shipbuilding_competitiveness_en.pdf)

- h. Identify the role of transnational cooperation in this context and in particular framework provided in Europe by the Waterborne Technology Platform.

**3. *Describe existing hurdles to the demand for greener vessels and greener maritime equipment***

- i. Analyse the level of implementation of "state of the art" green technologies in production of new ships, in particular pertaining to emissions and energy efficiency.
- j. Analyse and describe potential existing hurdles to demand of ship-owners for greener, more efficient and innovative vessels and greener maritime equipment. Analyse factors which might presently slow down the market introduction of such new products. Financial and credit aspects of these issues should be given particular attention
- k. Analyse the effectiveness of support or incentive mechanisms put in place in leading shipbuilding nations to promote implementation of new technologies in the existing fleet (ie. retro-fitting) and in new ships. A particular attention will be given to the innovation aid foreseen in the shipbuilding state aid framework.

**4. *Analyse the scope and potential impact of new environmental legislation in the sector***

- l. Brief review of the main regulatory issues presently affecting maritime transport and shipbuilding in Europe and in the rest of the world, with a particular emphasis on those of an environmental nature. Present and assess the current legislative framework as regards the environmental performance of sea transport and its impact on technology, at international level (e.g. IMO) and European level.
- m. Review the expected technological, financial and regulatory challenges raised by the general EU policy of transport decarbonisation<sup>3</sup> and the objective of "zero-emission ships". Assess their possible impact on shipbuilding and maritime equipment.
- n. Assess the impact on the market (supply and demand) and on the competitiveness of the European industry of the introduction of more stringent environmental rules at international level (e.g. IMO) and European level

**5. *Assess the new market opportunities for the sector***

- o. Assess and describe the new business potential for European maritime industries of general industrial developments, in particular those related to climate change and environmental challenges. Analyse in particular future market developments in emerging sectors such as offshore wind and ocean energy and developments linked to the "Arctic dimension".
- p. Assess their impact and related business opportunities for the shipbuilding sector, including implications for skills and employment in Europe.
- q. What are the present competitive strengths of the European industry and which role could it assume in these new markets? How would it secure and develop a competitive advantage?
- r. Analyse the present role of the European shipbuilding and marine equipment industry in developing these markets and the reconversion possibilities of existing structural overcapacities in these new markets.

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<sup>3</sup> Forthcoming European Commission White Paper on the future of transport of transport

- s. Compare the approach put in place in the other leading countries to develop these markets and involve shipbuilding stakeholders

6. ***Policy framework for promoting green growth in European maritime industries***

- t. Establish policy recommendations on how to favour the competitive development of a green growth modal in the European shipbuilding and maritime equipment industry, in line with the EU2020 strategy. Analyse the possible role of European institutions, national governments and European regions.
- u. Describe policy recommendations to overcome the identified existing regulatory and financial hurdles to the market introduction of innovation in the European maritime industries.
- v. Identify and analyse policy measures, policy mix as well as possible actors, which could accelerate and facilitate the development and market introduction of new green technologies
- w. Describe policy recommendations for optimising European competitiveness in the emerging industrial maritime markets and the relevant involvement of European stakeholders.

#### **4.2. 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.

**The contractor must submit to the Commission the following reports in English:**

1. An initial report not later than two weeks after the kick-off meeting. This initial report, which shall describe in detail the proposed approach, may be based on the minutes of the kick-off meeting. The Commission shall have 30 days to approve, reject the report or ask for modifications, and the contractor shall have 30 days to submit a replacement or a revised version.
2. An interim report at the end of month 5. This interim report shall provide a general overview of innovation processes in the European maritime sector, relevant emerging growth markets, as well as the competitive advantages of the sector in Europe. This interim report shall be based on information gathered, among other ways, in an initial set of completed interviews. This report shall also outline the progress achieved and the problems encountered. The Commission shall have 30 days to approve, reject the report or ask for modifications, and the contractor shall have 30 days to submit a replacement or a revised version.
3. A final report to be submitted to the Commission at the end of month 10. The final report shall include the results of the performance of all the tasks as requested in the description of tasks. It shall also include a stand-alone executive summary of a maximum of 10 pages. The Commission shall have 30 days to approve, reject the report or ask for modifications, and the contractor shall have 30 days to submit a replacement or a revised version.

Three hard copies of the final report must be submitted and the electronic version also sent by e-mail or on CD-ROM (in Word for Windows format).

The following meetings with the Commission must be foreseen:

1. A kick-off meeting between the contractor's project manager and the Commission's services in the Commission's offices in Brussels, not later than two weeks after the contract has been signed

by both parties, to discuss the draft outline approach and work programme elaborated by the contractor for the execution of the contract;

2. An interim meeting between selected members of the contractor's project team and the Commission's services, not later than one month after the submission of the draft interim report. This meeting will discuss the draft interim report, any Commission comments made on it and next steps. This meeting will take place in the Commission offices in Brussels;
3. A final meeting between selected members of the contractor's project team and the Commission's services not later than one month after the submission of the draft final report, to present and explain the draft report and to discuss the Commission's comments on it. This meeting will also take place in the Commission's offices in Brussels.

The consultant will have to draft the minutes of the meetings mentioned above for Commission's approval.

The above mentioned meetings between the contractor and the Commission's services will also involve industry's representatives and other stakeholders as appropriate.

Time-line	Meetings	Reports	Approval of reports	Payments
Contract signature				
2 weeks	Kick-off meeting			
4 weeks		Draft initial report		
2 months			Approval/rejection draft initial report	
3 months		(Revised initial report)		First payment if approved directly (10%)
4 months				First payment in case of revised report (10%)
5 months		Draft interim report		
6 months	Interim meeting		Approval/rejection draft interim report	

7 months		(Revised interim report)		Interim payment if approved directly (40%)
8 months				Interim payment in case of revised report (40%)
9 months				
10 months		Draft final report		
11 months	Final meeting		Approval/rejection final report	
12 months		(Revised interim report)		Final payment if approved directly
13 months				Final payment in case of revised report

**5. ANNEXES**

**ANNEXES**

**5.1. Exclusion criteria form (Invitation to tender No ENTR 38/PP/ENT/CIP/10/F/S01C12)**

## 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 operator<sup>4</sup>*)

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.

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<sup>4</sup> 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).

In addition, the undersigned declares on their honour:

- 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 above<sup>5</sup>.

*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

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<sup>5</sup> 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.

