EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL
Directorate D – Industrial Innovation and Mobility Industries
Acting Director

Brussels,
ARES (2011)

Dear Sir/Madam,

**Subject: Invitation to Tender – Call for tenders No 95/PP/ENT/CIP/11/C/N01C011**

**Ref.: Open procedure, 2011/S 123-202995 publication in the OJ on 30/06/2011**

# E-SKILLS FOR COMPETITIVENESS AND INNOVATION: VISION, ROADMAP AND FORESIGHT SCENARIOS

Thank you for your interest in the above-mentioned contract. We are pleased to enclose a copy of the tendering documents.

## 1. Lodging of the tender

If you are interested, you should submit a tender in one of the official languages of the European Union.

The deadline for submission of tenders is:

**16 – SEPTEMBER – 2011**

Tenders may be:

**a) either sent by registered mail**, (date of postmark serving as evidence of timely delivery); to the following address:

*European Commission*
*Enterprise and Industry Directorate-General*
*Invitation to tender No:* 95/PP/ENT/CIP/11/C/N01C011
*ICT for Competitiveness and Industrial Innovation, ENTR/D3*
*Office address: BREY 06/066*
*B-1049 Brussels, Belgium*

**b) or sent by courier services** (date of deposit slip serving as evidence of timely delivery), to the address below**,**

**c) or delivered by hand,** in person or by an authorised representative (date of acknowledgement of receipt by the Commission serving as evidence of timely delivery) to the following address:

*Service central de réception du courrier*
*Avenue du Bourget, 1-3*
*B-1140 Bruxelles, Belgique*

***The envelope should bear the above-mentioned address***

*How to reach avenue du Bourget 1-3 :*
*http://ec.europa.eu/enterprise/calls/hand_delivery.html*

In case of hand-delivery, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery. This department is open from 08.00 to 17.00 from Monday to Thursday and from 08.00 to 16.00 on Friday; it is closed on Saturdays, Sundays and Commission holidays.

Please note that for security reasons hand deliveries (including courier services) are not accepted in other Commission buildings.

## 2. Presentation of the tender

The tender must be submitted, **in triplicate**, under double sealed cover.

The inner envelope should be addressed to the department indicated in a) and marked "**Invitation to tender 95/PP/ENT/CIP/11/C/N01C011**" and "**Not to be opened by the internal mail service**".

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape.

Tenders must be drawn up following the instructions and using the model forms in the specifications. These specifications and the draft contract are attached to this invitation to tender. The specifications list all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity.

For further modalities on drafting your tender, please refer to section 4 of the tender specifications attached.

## 3. Acceptance of terms and conditions

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the 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.

Please refer to section 3.3 of the attached tender specifications for further information.

## 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 below). During this period, the tenderer may not modify the terms of his tender in any respect.

## 5. Contact between the tenderers and the Commission

Contacts between the Commission and the tenderers may take place only under exceptional circumstances. Please refer to section 3.2 of the attached tender specifications for further details.

## 6. Other provisions

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, without the tenderers being entitled to claim any compensation.

We look forward to receiving your tender.

Yours sincerely,

Philippe Jean

Annex: Tendering documents including technical specifications and draft contract

European Commission
Enterprise & Industry Directorate General

# CALL FOR TENDER

## No 95/PP/ENT/CIP/11/C/N01C011

# TITLE

# E-SKILLS FOR COMPETITIVENESS AND INNOVATION: VISION, ROADMAP AND FORESIGHT SCENARIOS

**Open procedure, contract notice** 2011/S 123-202995 publication in the OJ on 30/06/2011

# TENDER SPECIFICATIONS

# TABLE OF CONTENTS


**1. TECHNICAL SPECIFICATIONS ..... 6**

1.1. DESCRIPTION OF TASKS ..... 6
1.2. BACKGROUND ..... 10
1.3. REPORTS AND DOCUMENTS ..... 10

**2. CONTRACTUAL CONDITIONS ..... 13**

2.1. NATURE OF THE CONTRACT ..... 13
2.2. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS ..... 13
2.3. TERMS OF PAYMENT ..... 13
2.4. GUARANTEES ..... 13
2.5. PLACE OF PERFORMANCE ..... 13
2.6. SUBCONTRACTING ..... 14
2.7. JOINT OFFERS ..... 14

**3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER ..... 15**

3.1. DATE AND PLACE OF OPENING OF THE TENDERS ..... 16
3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION ..... 16
3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS ..... 17
3.4. NO OBLIGATION TO AWARD THE CONTRACT ..... 18
3.5. DATA PROTECTION ..... 18
3.6. OPPORTUNITIES FOR SMALL AN D MEDIUM SIZED ENTERPRISES ..... 19

**4. FORM AND CONTENT OF THE TENDER ..... 19**

4.1. HOW TO SUBMIT A TENDER ..... 19
4.2. STRUCTURE OF THE TENDER ..... 20
***4.2.1. Section One: Administrative proposal*** ..... *20*
***4.2.2. Section Two: The Exclusion Criteria Form*** ..... *22*
***4.2.3. Section Three:*** *Evidence relating to the selection criteria* ..... *22*
***4.2.4. Section Four: Technical proposal*** ..... *22*
***4.2.5. Section Five: Financial proposal*** ..... *23*

**5. ASSESSMENT AND AWARD OF CONTRACT ..... 25**

5.1. STAGE 1 – APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS ..... 25
***5.1.1. Declaration*** ..... *25*
***5.1.2. Grounds for disqualification*** ..... *25*
***5.1.3. Evidence*** ..... *26*
***5.1.4. Administrative and financial penalties*** ..... *27*
5.2. STAGE 2 - APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS) ..... 27
***5.2.1. Selection criteria*** ..... *28*
***5.2.2. Evidence of the economic and financial capacity of the service provider(s)*** ..... *28*
***5.2.3. Evidence of the technical and professional capacity of the service provider(s)*** ..... *29*
5.3. STAGE 3 - APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS) ..... 30
5.4. INFORMATION FOR TENDERERS ..... 31
5.5. AWARD OF THE CONTRACT ..... 31

**6. ANNEXES ..... 32**

6.1. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO 95/PP/ENT/CIP/11/C/N01C011 ..... 33
6.2. DRAFT SERVICE CONTRACT ..... 35
6.3. MODEL GUARANTEE ..... 36
6.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER NO 95/PP/ENT/CIP/11/C/N01C011 ..... 39
6.5. SUBCONTRACTOR / LETTER OF INTENT 95/PP/ENT/CIP/11/C/N01C011 ..... 40
6.6. POWER OF ATTORNEY ..... 41
6.7. CHECKLIST OF DOCUMENTS TO BE SUBMITTED ..... 45

# 1. TECHNICAL SPECIFICATIONS

## 1.1. DESCRIPTION OF TASKS

The goals for this service contract are to understand better the evolution of the supply and demand of e-skills for competitiveness and innovation in Europe and to develop a shared and coherent **vision** to anticipate change and facilitate dialogue and cooperation between policy makers and relevant stakeholders at the EU and national levels. The ultimate goal is to reduce **innovation skills** shortages, gaps and mismatches in Europe.

There is a strong consensus among stakeholders on the importance of the EU e-skills agenda. Information concerning the e-skills agenda is available here:

- http://ec.europa.eu/enterprise/sectors/ict/e-skills/index_en.htm

The emphasis of the demand from industry is increasingly focusing on higher level problem solving and entrepreneurial skills to address the needs emerging from the future Internet, cloud computing and green IT. Broadening the EU e-skills agenda to encompass **higher-level innovation skills** is becoming a necessity for strengthening the European economy.

The term “e-skills” covers three main categories:

- ICT practitioner skills: the capabilities required for researching, developing, designing, strategic planning, managing, producing, consulting, marketing, selling, integrating, installing, administering, maintaining, supporting and servicing ICT systems.
- ICT user skills: the capabilities required for the effective application of ICT systems and devices by the individual. ICT users apply systems as tools in support of their own work. User skills cover the use of common software tools and of specialised tools supporting business functions within industry. At the general level, they cover "digital literacy": the skills required for the confident and critical use of ICT for work, leisure, learning and communication.
- E-business skills (also called e-leadership): the capabilities needed to exploit opportunities provided by ICT, notably the Internet; to ensure more efficient and effective performance of different types of organisations; to explore possibilities for new ways of conducting business/administrative and organisational processes; and/or to establish new businesses.

To take advantage of ICT investments, more and better skilled entrepreneurs, managers, practitioners and advanced users are needed. The number of ICT practitioners in Europe was 4.7 million in 2007 and is forecast to be between 4.95 and 5.26 million in 2015. At the same time, advanced ICT users represented over 30% of the European workforce (68 million) in 2007. A study[1] on the supply and demand of e-skills in Europe - focusing on ICT practitioners - was released in December 2009. It will be necessary to review and update the findings of this study. An important focus of this service contract will on e-business skills (also called e-leadership skills).

[1] See: http://ec.europa.eu/enterprise/sectors/ict/files/e-skills_foresight_scenarios__2015_en.pdf

The contractor will deliver **two major reports**:

- A **vision report** presenting the current situation of the supply and demand of e-skills for competitiveness and innovation in Europe and a shared vision for the promotion of these skills in Europe.
- A **final report** further elaborating on the vision report (which will be part of the final report) anticipating the evolution of the supply and demand (2012-2020). It will include a roadmap and a long term agenda for actions at EU and national level by public authorities and stakeholders (2012-2020).

It is important to note that:

- The **focus** is on e-skills for **competitiveness and innovation** (the contribution of e-skills to the competitiveness and innovation potential of European enterprises);
- The **target groups** are **entrepreneurs, managers, ICT practitioners and advanced users** working in the various sectors of the European economy;
- Special attention should be put to the **needs of SMEs and start-ups**.

The work will be split in **two phases**:

- The first phase will be dedicated to the collection and the analysis of the most recent information and data, literature review, identification of key trends and developments, interviews, workshops and the preparation of the **vision report**. It will be released **six months** after the signature of the contract;
- The second phase will concentrate on forecasts for 2012-2020 based on five foresight scenarios and the preparation of the **final report** including detailed conclusions and recommendation which will be released **eleven months** after the signature of the contract. This report must provide evidence and a solid basis and justification for future actions at the EU and national level. It will include a roadmap for successful implementation and a long term agenda for actions at EU and national level by public authorities and stakeholders (2012-2020).

A **Steering Committee** will be set up to supervise this activity. It will be composed of five experts from government, industry, associations, social partners and University (the tenderer is invited to suggest names in its bid). Its composition will be decided by the Commission one month after the signature of the contract based on a proposal of the Contractor. Close cooperation will be established with the relevant Commission services to promote synergies and facilitate exchange of information.

The **detailed objectives** of this study are:

For the first phase:

- The organisation of a kick-off meeting with the Commission shortly after the signature of the contract;
- The collection of the most recent information and data available on e-skills for competitiveness and innovation in Europe as well as of market requirements;
- The development of common definitions and methodological framework for the measurement, analysis and forecast of the evolution of the demand and supply of

e-skills for competitiveness and innovation in Europe (for the target groups) and the development of relevant indicators;

- An assessment of the most recent and relevant studies and surveys on e-skills for competitiveness and innovation, as well as of the policy debate on this topic, in Europe, U.S.A, Japan, India and China;
- The interview of at least 200 experts from governments, industry, academia and associations (the tenderer must propose a list of stakeholders to be interviewed in their tender) and the organisation of an online survey;
- The organisation of two workshops with at least 10 experts to gather their views and contributions (first workshop) and foster the development of a shared and coherent vision on the topic (second workshop);
- The analysis of the collected materials, interviews, results of the survey and of the workshops and the identification of best practices;
- The identification of areas where stakeholders and policy makers should be encouraged to launch appropriate measures;
- The preparation and the delivery of a vision report presenting a shared vision of the issue and of the challenges ahead, an analysis of the situation of the supply and demand, and proposing priority actions to be launched with targets at EU and national levels (these will be further refined during the second phase).

For the second phase:

- The development of five foresight scenarios covering the period 2012-2020 based on foreseeable developments which will affect the supply and demand of e-skills for competitiveness and innovation in Europe (for the target groups);
- The development of a suitable mathematical model capable of producing reliable quantitative estimates on the supply and demand based on the five scenarios;
- The provision of reliable qualitative information relating to the skills in demand;
- The organisation of two workshops with at least 10 experts to gather their views on the scenarios and the forecasts (third workshop) and on the conclusions and recommendations as well as on the proposed roadmap for implementation (fourth workshop);
- The delivery of the final report presenting the evolution of the supply and demand of e-skills for competitiveness and innovation based on the five foresight scenarios (2012-2020). It will include specific conclusions supported by stakeholders for each of the scenarios, as well as corresponding policy recommendations. It will include a roadmap for successful implementation and a long term agenda for actions at EU and national level by public authorities and stakeholders (2012-2020).

The final report must provide evidence and a solid basis for future actions at the EU as well as national level. The Contractor shall organise a **conference** at the end of the study, produce a **video** and publish a **press release** and a **brochure** summarising the main findings and recommendations to promote the results.

**Languages**

Because the domain is related to ICT, the working language for the preparation of this action, the conference and the video will be English, but the press release and the brochure will be produced in the 23 official languages of the European Union[2].

**Promotion materials**

They should meet the requirements of DG Enterprise and Industry visual identity[3]. Concerning copyrights, the contractor must ensure compliance with all legal requirements for distributing non-exclusive or exclusive rights to disseminate promotional materials and broadcast videos. Belgian law apply in this field concerning the broadcasting of people's recognisable pictures (privacy protection). Ownership and issues relating to intellectual and industrial property will be dealt with in accordance with Article II.8 of the draft service contract (annex 5.2).

**Meetings, workshops and conference**

In addition to the regular contacts, the contractor will be required to attend the following formal meetings:

- A kick-off meeting with the European Commission no later than two working week following the signature of the contract;
- Four workshops during the duration of the service contract (two during phase 1 and two during phase 2)
- A second meeting (two weeks after the first workshop) to review progress with the European Commission and the Steering Committee;
- A third meeting (month 5) to review the draft vision report with the European Commission and the Steering Committee;
- A fourth meeting (month 10) to review the draft final report with the European Commission and the Steering Committee;
- A conference (month 11) bringing together key stakeholders and policy makers to present the main results and conclusions;

The meetings will take place in Brussels in the Commission's premises. Each of these meetings will last half a day (to allow travel the same day) with the participation of the contractor (two participants maximum).

Each of the four workshops (10 participants each time) will last one day. They will take place in Brussels in a suitable place proposed by the contractor to be agreed by the Commission. They will not take place in the Commission's premises. The contractor will cover the costs relating to the arrangement of these events (facilities and catering). The contractor will also cover the travel costs of the experts invited to the workshops.

The conference (200 participants on invitation) will take place in Brussels in a suitable place proposed by the contractor and to be agreed by the Commission. It will not take

[2] See: http://europa.eu/abc/european_countries/languages/index_en.htm
[3] See: http://ec.europa.eu/enterprise/templates/charte_graphique/index.htm

place in the Commission's premises. It will last one day with the participation of three contractor employees maximum. The contractor will cover the costs relating to the arrangement of this event (facilities and catering), the travel costs of the five members of the Steering Committee and those of up to 10 high-level speakers from government, academia, industry and associations.

The contractor can propose to organise additional meeting(s) with key stakeholders at different locations in Europe, if necessary. These trips must be briefly described and justified in the proposed work programme.

### 1.2. BACKGROUND

The European Commission adopted in September 2007 a Communication on "e-Skills for the 21st Century". It includes a long term e-skills agenda for Europe and five action lines at the EU level. The evaluation of the implementation[4] of the Communication for the period 2007-2010 demonstrated that good progress has been made and that Member States are increasingly developing e-skills strategies.

Important e-skills activities have been included the "Digital Agenda for Europe" and "Innovation Union" which were adopted in 2010. It is recognised that "*more needs to be done to address innovation skills shortages and to implement the European e-skills agenda. This is crucial to accelerate the development and the adoption of innovative business models by European enterprises, especially SMEs*".

This service contract is part of the activities of the European Commission to promote e-skills for innovation and competitiveness based on partnerships with stakeholders.

A budget of **500.000 Euros** is available for this service contract[5].

For more information concerning activities stemming from the e-skills Communication, please see: http://ec.europa.eu/enterprise/sectors/ict/e-skills/index_en.htm

### 1.3. 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 6.2. All documents should be delivered in MS-Word and PDF compatible formats.

The contractor is to provide the required deliverables in accordance with the conditions of the standard service contract appended in annex 5.2.

All reports and working documents and the video must be delivered in English. The press release and the promotional brochure will be available in 23 official languages of the European Union.

The contractor shall submit the following deliverables to the Commission:

- **A timetable** with detailed tasks following the conclusion of the kick-off meeting

  It shall be delivered no later than one month after the signature of the contract.

- **Four issue papers** (10 pages each) following the workshops

[4] See: http://ec.europa.eu/enterprise/sectors/ict/files/reports/eskills21_final_report_en.pdf
[5] As foreseen under item ENT/CIP/11/C/N01C00 of the EIP 2011 work programme

They shall be delivered no later than two weeks after each workshop

- **A vision report**

  A draft version shall be presented to the Steering Committee and be modified to take into account their comments. The final version shall be delivered to the Commission no later than six months after the signature of the contract.

- **A final report**.

  A draft version shall be presented to the Steering Committee and be modified to take into account their comments. The final report shall be submitted to the Commission no later than eleven months after the signature of the contract.

- **A brochure** (28 pages with colour graphics and pictures, in the 23 official languages of the EU, 3000 copies in total)

  It shall be delivered before the conference. The draft version of the brochure shall be submitted to the Commission no later than ten months after the signature of the contract. 300 copies will be disseminated at the conference. The other copies shall be delivered before the end of the contractual period.

- **A conference report** (10 pages)

  It shall be delivered no later than two weeks after the event

- A **press release** to be delivered at the end of the conference in the 23 official languages of the EU

- A **video** (5 minutes) summarising the main conclusions, with interviews

  It shall be delivered no later than one week after the conference

**All documents must include an Executive Summary.**

The detailed structure, the size and the sections of each document will be agreed with the Commission, based on a proposal of the contractor submitted one month after the signature of the contract, with the exception of the detailed timetable which structure will be agreed during the kick-off meeting.

The contractor shall also submit a digital library of all digital materials on CD-ROM.

The process for each deliverable will be the following:

- The contractor sends the draft document via e-mail to the Steering Committee and the Commission at least five days prior to the meeting scheduled;

- The contractor finalises the document within five working days taking into account the conclusions of the meeting, sends it via e-mail and delivers one hard-copy to the Commission via normal post mail.

- The Commission will then review this report and either accept it or send written comments to the contractor within twenty days (as referred to in Articles I.4.2 and

I.4.3 of the service contract). The contractor improves the report according to these comments and submits the revised report for approval to the Commission within twenty days following reception of the comments.

- After acceptance by the Commission, the contractor then delivers three hard-copies of the final report to the Commission via normal post mail.

Presentations to be made at the various meetings to present the results of the action are an integral part of the deliverables of the project. The details of the presentations as well as the related timetables will be agreed upon between the contractor and the Commission on an ad-hoc basis when preparing these meetings.

To ensure the proper management and follow-up of the project by the Commission, the contractor will be asked to submit electronically a short and concise monthly progress report highlighting specifically the following elements:

- Short summary focusing on the status and the timely execution of the tasks listed in the detailed timetable;

- Issues affecting progress and corresponding corrective actions proposed;

Summary table and indicative time-line:

| Time-line | Meetings | Deliverables | Approval | Payments |
|---|---|---|---|---|
| Contract signature | N/A | N/A | N/A | 20% |
| Month 1 | Kick-off meeting | Timetable and minutes of the meeting | N/A | N/A |
| Between month 2 and month 5 | Two workshops | Two issue papers (phase 1) | N/A | N/A |
| Month 5 | SC Meeting | Draft Vision report | N/A | N/A |
| Month 6 | N/A | Vision report | 20 days | 40% |
| Between month 6 and month 9 | Two workshops | Two issue papers (phase 2) | N/A | N/A |
| Month 10 | SC Meeting | Draft Final report | N/A | N/A |
| Month 10 | N/A | Brochure | N/A | N/A |
| Month 11 | Conference | Conference report and press release | N/A | N/A |
| Month 11 | N/A | Video | N/A | N/A |
| Month 11 | N/A | Final Report | 20 days | Balance (40%) |

# 2. CONTRACTUAL CONDITIONS

## 2.1. NATURE OF THE CONTRACT

E-skills for competitiveness and innovation: vision, roadmap and foresight scenarios

Service contract

## 2.2. 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 2011**.

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.

The period of execution of the tasks specified in the contract may be renewed 2 times for a period of 3 months, only with the express written agreement of the contracting parties before the payment of the balance.

## 2.3. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.3, I.4 & II.4 of the draft service contract (Annex 6.2).

The payment scheme will consist of

- One pre-financing of 20 %,
- One interim payment of 40%
- And the balance of 40%.

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 contract referred to above.

## 2.4. GUARANTEES

Not applicable

## 2.5. 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.

## 2.6. 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. The contractor remains notably fully responsible for timely execution.

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 paragraph 3.3, in particular article II.17 of the standard service contract by returning the form in annex 6.5, 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 6.2) 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.

## 2.7. 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 6.7 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 6.6). 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 6.6) 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.

**An economic operator can only participate once as a tenderer**, whether as single tenderer, lead organisation in a consortium/joint bid or partner in a consortium. **The economic operator may however agree to act as a subcontractor in a distinct bid** from which it is participating as either of the aforementioned options. However, such a situation is not advisable for the high potential of conflicts of interest it may generate.

## 3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of:

- the prior information notice in OJ S – 2011/S 60-096434

  and,

- the contract notice in OJ S –2011/S 123-202995 of 30/06/2011

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

Tenders will be opened on **23 September 2011 at 14h30.**

at the following location:

European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: 95/PP/ENT/CIP/11/C/N01C011
ENTR-D3 Unit: ICT for Competitiveness and Industrial Innovation

Office address: 45, Avenue d'Auderghem – Room 06/006
B – 1049 Brussels, Belgium

An **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending a fax or e-mail at least 48 hours in advance to the address given under 3.2. 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.

### 3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

Contacts between the Commission and the tenderers may take place only in **exceptional circumstances** and under the following conditions only:

- Before the final date for submission of tenders:

  * Potential tenderers may request clarifications with regard to the tender documents and 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 and Industry Directorate-General
Invitation to tender No: 95/PP/ENT/CIP/11/C/N01C011
ENTR-D3 Unit: ICT for Competitiveness and Industrial Innovation
Administrative address BREY 6/066
B-1049 Brussels - BELGIUM
Fax: (+32-2)-296.70.19
e-mail: ENTR-CFT-11-95-E-COMPETINNOV@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 will be made available at the following Internet address:

*http://ec.europa.eu/enterprise/newsroom/cf/newsbytheme.cfm?displayType=fo&fosubType=t&lang=enl)*

### 3.3. 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 European Union in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement (GPA)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.

The parties to the GPA can be consulted on the following web page: http://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm#parties.

Operators in third countries which have signed a bilateral or multilateral agreement with the European Union 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**.

### 3.4. 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 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.

### 3.5. DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by DG Enterprise and Industry – ENTR/D3. Details concerning processing of your personal data are available on the privacy statement at the page:

http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation[6] may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the Commission.

### 3.6. OPPORTUNITIES FOR SMALL AN D MEDIUM SIZED ENTERPRISES

The Directorate General for Enterprise and Industy has the task to promote opportunities for Small and Medium sized Enterprises (SMEs) and is aiming in its activities to facilitate the activities of SMEs. In this context, **SMEs are particularly encouraged to submit tenders** either on its own if feasible or by constituting a bid using either of the options mentioned in paragraphs 2.6 and 2.7.

The **Enterprise Europe Network** provides advice on tender opportunities and training in relation to procurement, which may be of assistance to newly initiated tenderers. Please refer to the following web-site for further details:

http://www.enterprise-europe-network.ec.europa.eu/services/advice-eu-law-and-standards

The Commission has further published a brochure on "Doing business with the European Commission – Tips for potential contractors":

http://ec.europa.eu/budget/library/biblio/publications/business/doing_business_en.pdf

This brochure intends to give tips for interested parties on how to deal with procurement procedures in general.

## 4. FORM AND CONTENT OF THE TENDER

### 4.1. HOW TO SUBMIT A TENDER

Tenderers shall observe precisely the indications in point 1 and 2 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.**

[6] Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 (OJ L 248 of 16.09.2002), as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006 (OJ L 390 of 30.12.2006)

**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.**

## 4.2. STRUCTURE OF THE TENDER

- 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** 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 6.7**. 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;
- **Prices must be established in euros.**

All tenders must be presented in five sections:

| | |
|---|---|
| **Section one**: | Administrative information |
| **Section two**: | The exclusion criteria form |
| **Section three**: | Evidence relating to the selection criteria |
| **Section four:** | Technical Proposal – Addressing technical specifications and award criteria |
| **Section five:** | Financial Proposal |

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

**Tenderers** may choose between presenting a **joint bid** (see 2.7) and introducing a bid as a **sole contractor,** in both cases with the possibility of having one or several subcontractors (see 2.6).

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 2.6 and 2.7).

**a) 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**.

- The form is available for individuals, private entities and public entities at the following address :

  http://europa.eu/comm/budget/execution/legal_entities_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.

- 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.

b) The tender must include a **statement confirming the validity of the tender** (preferably in blue ink) signed by the authorised representative.

c) The tender must indicated the **name of a contact person** in relation to the submission of the bid.

! ***All tenderers, as part of a consortium or a joint bid if applicable, 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.***

### *4.2.2. Section Two: The Exclusion Criteria Form*

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 6.1 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.***

### *4.2.3. **Section Three:** Evidence relating to the selection criteria*

Tenderers must provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.2 below.

They must equally provide proof of their professional and technical capacity by submitting the documents required under paragraph 5.2.3 below.

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

Tenderers must include in their bids the **technical proposal addressing all aspects detailed in the technical specifications** set out in section 1.1.

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.

The following aspects should be taken into consideration when drafting the tender:

(a) methodology for implementation;

(b) reasons for the proposed methodology;

(c) how do you intend to build on and link with previous activities (where applicable);

(d) project management and procedures for internal evaluation;

(e) level of involvement and activity of other stakeholders;

(f) role of each partner (in case of a consortium, joint bid and/or use of subcontractors);

(g) team proposed for implementation of the contract The composition of the team, which will be implementing the project must be properly described. Team staff should be singled out by function (E.g. project managers, administrator, secretary, expert, technical assistant);

(h) a plan of action with description of activities and their timing.

Due consideration should also be given to the award criteria and method as stipulated under section 5.3 in this document.

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.**

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

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

| *Price component* | *Unit price* | *Quantity* | *Participants*[7] | *Total* |
|---|---|---|---|---|
| **Centralised tasks and activities** | | | | |
| **Human resources** | | | | |
| Person X (role) | | | | |
| … | | | | |
| **Dissemination** | | | | |
| Brochure | | 3 000 | | |
| Video | | 1 | | |
| … | | | | |
| **Workshops in Brussels** | | 4 | 10 x 4 | |
| Items X | | | | |
| … | | | | |
| **Conference in Brussels** | | 1 | 200 | |
| Items X | | | | |
| … | | | | |
| **Other** (please specify) | | | | |
| … | | | | |
| **TOTAL** | | | | |

[7] For events, please indicate the targeted number of participants.

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 European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union 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 Union 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.

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;

**Bids involving more than one legal entity must specify the amounts for each legal entity.**

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

! **Non-conformity with the technical specifications in section 1.1 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 3.3.**

# 5. 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 the contract, the assessment of admissible bids (see paragraph 1 and 2 of the Invitation to tender) 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.

## 5.1. STAGE 1 – APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS

### *5.1.1. Declaration*

As mentioned above under paragraph 4.2.2, tenderers or their representatives shall provide the form in Annex 6.1 duly signed and dated in which they declare:

- not to be in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;

- to 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.

### *5.1.2. 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 6.1.

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.**

### *5.1.3. 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 5.1.1:

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 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 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.

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.

You may refer to the e-Certis web-site listing the certificates available in EU Member States:

http://ec.europa.eu/markt/ecertis/login.do

#### *5.1.4. Administrative and financial penalties*

By returning the form in Annex 6.1, 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 5.1.2 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.

### 5.2. 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.

### *5.2.1. Selection criteria*

| SELECTION CRITERIA | |
|---|---|
| **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. |
| 1.2 | Sufficient financial capacity in relation to the pre-financing foreseen under the contract. |
| **2. TECHNICAL AND PROFESSIONAL CAPACITY** | |
| 2.1 | In-depth expertise and experience (minimum three years) in the field of ICT, prospective studies, supply and demand of skills and foresight scenarios. |
| 2.2 | Proven knowledge of and access to relevant experts and stakeholders to provide important inputs and a thorough review of issues described in the specifications. |
| 2.3 | Relevant human resources, with a proven expertise and a very good command of English, available to perform the tasks described in the specifications. |

These criteria will be assessed on the basis of the documents referred to in 5.2.2 and 5.2.3.

### *5.2.2. 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 6.4, 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.

#### *5.2.3. 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 as specified in paragraph 5.2.1.

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) A list of the relevant studies in the field of ICT, prospective, supply and demand of skills and foresight scenarios carried out in the last three years, with the sums, dates, clients and place.

This evidence refers to selection criterion 2.1

b) A list of stakeholders and contact points with a justification of their relevance. This list shall be accompanied by written statements from the most relevant stakeholders indicating that they will support this study.

This evidence refers to selection criterion 2.2

c) 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[8] 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;

d) A justification and an indication of the proportion of the contract which the service provider intends to subcontract.

These evidences refer to selection criterion 2.3

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.

[8] http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1

### 5.3. 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. | Clarity, quality and relevance of the proposed methodology and completeness of the work plan (tasks description, timetable, efforts and resources allocated) | 40 |
| 2. | Completeness and relevance of the detailed process to develop a shared vision and to collect and analyse supply and demand information and data (for the target groups) and to develop foresight scenarios | 20 |
| 3. | Quality and effectiveness of the proposed management and relationships with key experts and stakeholders as well as of the organisation of the events (meetings, workshops and conference, including the delivery of a brochure, press release and a video) | 40 |
| | ***Total number of points*** | 100 |

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.***

| Award criterion |
|---|
| **Total price** |

! **Tenders presenting a total price superior to the maximum amount of 500.000 € 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 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.**

## 5.4. 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.

## 5.5. 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 5.1.3. 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.

# 6. ANNEXES

# ANNEXES

## 6.1. EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO 95/PP/ENT/CIP/11/C/N01C011

# Exclusion Criteria Form

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

**1.** 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[9])*

or

**2.** 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 Union's 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.

[9] To be used depending on the national legislation of the country in which the 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[10].

*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

[10] Mandatory for contracts of value above €125 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

## 6.2. DRAFT SERVICE CONTRACT

## 6.3. MODEL GUARANTEE

# [MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE[11]

Financial institution/Bank (Letterhead)
[Place/Date]

European Union
Represented by the European Commission
Directorate-General […] – [Unit]
B – 1049 Belgium

**Reference: Contract N° and exact title: […]**

### ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned [name and address of the financial institution or bank] (hereinafter referred to as "the Guarantor") hereby confirm that we give the European Union, represented by the European Commission (hereinafter referred to as "the Commission"), an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR [in figures: …] (in words: … EUR)

upon simple demand, for guarantee of the pre-financing(s) stipulated in the contract (N°/exact title, hereinafter referred to as the "contract") concluded between the Commission and [name and address], (hereinafter referred to as "the Contractor").

### ARTICLE 2 – EXECUTION OF GUARANTEE

If the Commission gives notice that the Contractor has for any reason failed to reimburse pre-financings paid by the Commission, we, acting by order and for account of the Contractor, shall undertake to immediately pay up to the above amount, in EUR, without exception or objection, into [Option 1: *a bank account designated by the Commission*] [Option 2: *the following bank account: (…)*], on receipt of the first written request from the Commission sent by registered letter or by courier with acknowledgement of receipt. We shall inform the Commission in writing as soon as the payment has been made.

### ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, 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.

2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.

[11] The footnotes are internal instructions for the authorising officers only and must be deleted before the guarantee is signed. [Plain text]: items to be filled in. [*Text in italics*]: these items are optional and may be deleted depending on the context of the guarantee.

3. We shall undertake to immediately inform the Commission in writing, by registered letter or by courier with acknowledgement of receipt, in the event of a change of our legal status, ownership or address.

### ARTICLE 4 – DATE OF ENTRY INTO FORCE

This guarantee shall come into force upon its signature. If, on the date of its signature, the [*first*] pre-financing has not been paid to the Contractor, this guarantee shall enter into force on the date on which the Contractor receives the [*first*] pre-financing.

### ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.

2. This guarantee shall expire on return of this original document by the Commission to our offices by registered letter or by courier with acknowledgement of receipt.

3. [Option 1: *This must occur at the latest one month after the payment of the balance under the contract has been made or three months after the issuance of the corresponding recovery order.*[12]]

   [Option 2: *This must occur at the latest during the month after the pre-financing under the contract has been cleared through interim payment[s].*]

   [Option 3: *This must occur in any case, at the latest, on* (indicate a precise date[13]).]

4. After expiry, this guarantee shall become automatically null and void and no claim relating thereto shall be receivable for any reason whatsoever.

### ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

*Option 1*

1. *This guarantee shall be governed by and construed in accordance with the law applicable to the contract.*

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

*Option 2*

*Any dispute concerning this guarantee shall be governed by and construed in accordance with the Law [of the country of establishment of the [Contractor][Bank]] and fall within the sole competence of the [corresponding national] Courts.*

### ARTICLE 7 - ASSIGNMENT

The rights arising from this guarantee may not be assigned [*without our written consent*].

[12] In any case, this period should never be reduced.
[13] This mention has to be inserted where the law applicable to the guarantee imposes a precise expiry date.

Done at [insert place], on [insert date]

| | |
|---|---|
| _____ | [_____] |
| [Signature/<br>Function at the Financial Institution/Bank] | [Signature/<br>Function at the Financial Institution/Bank] |

## 6.4. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER NO 95/PP/ENT/CIP/11/C/N01C011

| **Financial and Economic Capacity Overview** | | | |
|---|---|---|---|
| **Currency :** *EURO* | | | **Figures** ***(000)*** |
| | **N*** (* most recent figures available) | **N-1** | **N-2** |
| **Total Balance Sheet** | | | |
| TRADE DEBTORS<br>*Amounts due by commercial customers* | | | |
| CAPITAL and RESERVES (Equity)<br>*Amounts owned by the company* | | | |
| TRADE CREDITORS<br>*Amounts due to commercial suppliers* | | | |
| SHORT TERM DEBT | | | |
| LONG TERM DEBT | | | |
| LIQUIDITY<br>*Bank accounts, cash at hand* | | | |
| | | | |
| **About PROFIT & LOSS** | | | |
| 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.

## 6.5. SUBCONTRACTOR / LETTER OF INTENT 95/PP/ENT/CIP/11/C/N01C011

# E-SKILLS FOR COMPETITIVENESS AND INNOVATION: VISION, ROADMAP AND FORESIGHT SCENARIOS

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**

.....

## 6.6. 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

## 6.7. 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 n) 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 6.6) | 1 | | n | | |
| Letter of intent of subcontractor (see annex 6.5) | 1 | | | | n |
| Legal Entity Form (see section 4.2.1)<br>Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm | 1 | n | n | n | n |
| Supporting documents for the Legal Entity File Form | 1 | n | n | n | |
| Financial Identification form (see section 4.2.1)<br>Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_fr.htm. | 1 | n | | n | |
| Exclusion Criteria form (see section 5.1.1 and annex 6.1) | 2 | n | n | n | n |
| Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4) | 3 | n | n | n | |
| Evidence of Technical and professional capacity (see section 5.2.3)<br>Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1 | 3 | n | n | n | n |

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 4.2.4 and 4) | 4 | n |
| Financial Proposal (see section 4.2.5) | 5 | n |