

**TENDER SPECIFICATIONS**

**Support services to foster Web Talent in Europe by encouraging the use of Massive  
Open Online Courses focused on web skills**

**SMART 2013/N006**

# **TABLE OF CONTENTS**

<b>PART 1: TECHNICAL DESCRIPTION</b> .....	<b>1</b>
<b>1</b> <b>CONTEXT</b> .....	<b>1</b>
<b>2</b> <b>OBJECTIVES</b> .....	<b>1</b>
<i>METHODOLOGY</i> .....	3
<b>3</b> <b>DURATION</b> .....	<b>4</b>
<b>4</b> <b>DELIVERABLES, MEETINGS AND TIMETABLE</b> .....	<b>4</b>
4.1 <b>DELIVERABLES</b> .....	4
4.1.1    The deliverables listed below must be provided by the contractor:.....	4
4.1.2    Report format.....	5
4.2 <b>MEETINGS AND CONFERENCE</b> .....	5
4.3 <b>TIMETABLE</b> .....	6
<b>5</b> <b>TERMS OF APPROVAL OF REPORTS/DELIVERABLES</b> .....	<b>8</b>
<b>6</b> <b>LAYOUT/CONTENT OF THE WORK PLAN</b> .....	<b>8</b>
<b>PART 2: ADMINISTRATIVE DETAILS</b> .....	<b>9</b>
<b>1</b> <b>ELIGIBILITY REQUIREMENTS</b> .....	<b>9</b>
<b>2</b> <b><u>ADMINISTRATIVE REQUIREMENTS</u></b> .....	<b>9</b>
2.1 <b>DIFFERENT WAYS TO SUBMIT A TENDER</b> .....	9
2.2 <b>JOINT TENDERS AND SUBCONTRACTING</b> .....	10
2.2.1 <i>Joint tenders</i> .....	10
2.2.2 <i>Subcontracting</i> .....	10
2.3 <b>IDENTIFICATION OF THE TENDERER – LIST OF FORMS &amp; EVIDENCES REQUIRED</b> .....	11
<b>3</b> <b><u>SIGNATURE OF THE TENDER</u></b> .....	<b>12</b>
<b>4</b> <b><u>LAYOUT OF THE TENDER</u></b> .....	<b>12</b>
4.1 <b>ADMINISTRATIVE SECTION</b> .....	12
4.2 <b>TECHNICAL SECTION</b> .....	13
4.3 <b>FINANCIAL SECTION</b> .....	13
<b>5</b> <b><u>EVALUATION OF TENDERS</u></b> .....	<b>14</b>
5.1 <b>EXCLUSION CRITERIA</b> .....	14
5.2 <b>SELECTION CRITERIA</b> .....	19
5.2.1 <i>Professional information</i> .....	19
5.2.2 <i>Financial and economic capacity</i> .....	19
5.2.3 <i>Technical background</i> .....	20
5.3 <b>AWARD CRITERIA</b> .....	20
5.3.1 <i>Technical award criteria</i> .....	20
5.3.2 <i>Price</i> .....	21
<b>6</b> <b><u>AWARD OF THE CONTRACT</u></b> .....	<b>21</b>
<b>7</b> <b><u>PAYMENT AND STANDARD CONTRACT</u></b> .....	<b>21</b>
<b>8</b> <b><u>VALIDITY OF THE TENDER</u></b> .....	<b>22</b>
<b>9</b> <b><u>ADDITIONAL PROVISIONS</u></b> .....	<b>22</b>
<b>10</b> <b><u>LIQUIDATED DAMAGES: SEE ARTICLE II.12 OF THE MODEL CONTRACT</u></b> .....	<b>22</b>
<b>11</b> <b><u>NO OBLIGATION TO AWARD THE CONTRACT</u></b> .....	<b>22</b>
<b>12</b> <b><u>RESULTS</u></b> .....	<b>23</b>
<b>PART 3: ANNEXES</b> .....	<b>24</b>
<b><u>ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM</u></b> .....	<b>24</b>
<b><u>ANNEX 2: LEGAL ENTITIES FORM</u></b> .....	<b>25</b>
<b><u>ANNEX 3: BANK IDENTIFICATION FORM</u></b> .....	<b>25</b>

<b>ANNEX 4: DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST .....</b>	<b>26</b>
<b><u>ANNEX 5: POWER OF ATTORNEY .....</u></b>	<b>28</b>
<b><u>ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS .....</u></b>	<b>30</b>
<b><u>ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS .....</u></b>	<b>31</b>
<b><u>ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED.....</u></b>	<b>32</b>
<b><u>ANNEX 8: E-PRIOR DESCRIPTION .....</u></b>	<b>34</b>
<b><u>ANNEX 9: COVER LETTER FOR THE TENDER.....</u></b>	<b>36</b>

## **PART 1: TECHNICAL DESCRIPTION**

### **1 CONTEXT**

The Digital Agenda for Europe places particular emphasis on innovation, entrepreneurship and competitiveness, as a prerequisite for economic growth and jobs.

Growth and new jobs, especially for qualified youth, are largely created by web businesses. The impact of web businesses will grow in the near future, as the internet expands. Competitive web businesses capitalise on a massive and global market (potential customer base) and offer powerful new on-line functionalities, thanks to mobile access, data mining, interoperability, sensors & actuators, big data, social media connections, etc.

Currently, Europe cannot be considered as being at the forefront of this web business growth. None of the best known innovative global businesses in the field are European.

To tackle these issues, the European Commission has presented a "Web Entrepreneurship Action Plan<sup>1</sup>" aiming at strengthening the environment for entrepreneurs seeking to start and develop their own web businesses, and to provide support to web entrepreneurs who want to scale-up their small businesses Europe-wide. One of the priorities of the action plan is to foster Web Talent in Europe by encouraging the use of Massive Open Online Courses (MOOCs) focused on web skill acquisition (web software application development, social media technologies, web design, standards evolution, web entrepreneurship, etc.).

Some existing Massive Open Online Courses (MOOCs) already address web-entrepreneurship and related topics. They are generally free, open to everyone and can help web entrepreneurs initiate, consolidate, professionalise and grow their web start-ups into successful businesses. There are many good European Universities, but few are currently offering such online courses. It is estimated that Europe counts today about 4000 web developers, compared to a hundred times more in China, or in the US.

In this context, the European Commission intends to launch a call for tenders *to foster Web Talent in Europe by encouraging the use of Massive Open Online Courses focused on web skills and entrepreneurship.*

### **2 OBJECTIVES**

The main objective of the support services will be to foster web talent in the EU by encouraging the use of Massive Open Online Courses focused on web skills. The concrete objectives are:

- Make a precise mapping about the available MOOCs existing in Europe in the area of web developers.
- A clear benefits analysis of MOOCs for developing web talent in Europe.

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<sup>1</sup><https://ec.europa.eu/digital-agenda/en/news/commission-staff-working-document-strengthening-environment-web-entrepreneurs-eu>

- A roadmap of actions to increase the use of MOOCs for web talent in Europe.
- The creation of a network of universities and business schools in Europe interested in developing MOOCs for web talent in Europe.
- A roadmap of actions to ensure the MOOCs developed by the members of the network are incorporated in existing platforms, in a new MOOC platform, or in another way.
- The organisation of an EU Conference on MOOCs for web talent to create awareness and present results of the study.

It will aim at carrying out the following tasks:

- Task 1:  
Performing a desk research to gather data and knowledge about the current status of the Massive Open Online Courses in the EU and in the US (number and geographical distribution of Universities and Business Schools offering online courses related to the web, number of people following online courses related to the web, availability of the course, sophistication of the course offered as well as possible issues and barriers affecting the growth of the MOOCs (number of course and usage), at national and EU level).
- Task 2:  
Launching an online survey among web entrepreneurs to acquire data and knowledge about the actual benefits MOOCs offer and their potential to increase web talent in the EU. To illustrate MOOCs' benefits and potential the survey should identify case studies, success stories and best practices. It should target communities interested in following massive open online courses related to web skills and should identify early adopters (people who already followed massive open online courses related to web skills who could share their experience as well as act as driving force to convince European Universities to participate in such initiative). The survey should aim at getting at least 500 answers from aspiring entrepreneurs participating at startup competitions or serial entrepreneurs like: existing app developers, founders within accelerator programmes, managers having to deal with projects in Crowd funding platforms and entrepreneurs developing business within coworking spaces.
- Task 3:  
Based on the above, drawing practical operational conclusions on measures which would strengthen the MOOCs environment for web entrepreneurs and facilitate its pan-European growth.
- Task 4:  
Creating a Network of European Universities and Business Schools offering already or committed to offer Massive Open Online Courses in order to foster web talent in Europe. In order to create this network, the contractor will enter in contact with potential members and will ensure they can get in contact online (existing platform or new one). The network will organise networking activities (sharing examples, facilities, good practices, Intellectual Property Rights (IPR) and licensing/usage conditions) to attract new members. The purpose of the network is to gather a maximum of Massive Open Online Courses in order to foster web talent in Europe. It should facilitate the coherence between different organisations offering this type of courses while encouraging others to consider it. The network

should cover at least 10 EU Member States and initially 30+ organisations involved.

- Task 5:  
Exploring, together with the members of the network created under task 4, opportunities to implement the massive open online courses related to web talent developed by European Universities and/or Business Schools of the network (incorporate their courses to existing platforms, or creating a new MOOC platform, or other).
- Task 6:  
Organising a EU MOOC Conference with around 50 potential course followers (previously identified with the online survey), 20 European Universities offering or willing to offer Massive Open Online Courses in relation to web talent and around 5 early adopters as explained above in Task 2 in order to create awareness of MOOCs opportunities and benefits as well as to inform and discuss about the main results retrieved in Tasks 1, 2 and 3. The conference may be organised at the Commission's premises in Brussels if considered appropriate. This service contract will cover the costs of catering for the Conference (see also 4.2.).
- Task 7:  
Ensuring visibility for the European Commission support for such initiatives by disseminating information before and after the Conference in social media (Facebook, Twitter, LinkedIn), tech blogs (at least three blog posts), specific MOOC communities, the academic environment and traditional media (at least 3 press articles).

The contractor will be required to implement, in cooperation with the European Commission (EC), Directorate General for Communications Networks, Content and Technology (DG CONNECT), the above activities.

### ***Methodology***

The support services should be developed following a clear methodology covering all aspects of the contract. Tenderers are free to propose the specific methodology, taking into account the context and objectives of the service contract and the following conditions:

The balance between the efforts devoted to each specific objective of the service contract should be reasonable and well justified. The analysis of today's situation should build on existing analysis and sources of information.

More generally, the services and deliverables (see 4) should be based on data from a variety of sources such as company, industry, government, tech blogs and organisations. It should include information from literature reviews and discussions/interviews with technology/market experts and key stakeholders in the field of MOOCs. Efficient use of available networks should be made by liaising with relevant stakeholder groups in the area of business Schools, Universities and MOOCs.

### 3 DURATION

Duration of the tasks must not exceed 11 months<sup>2</sup> and is subject to the provisions of Article I.2.3 of the contract.

### 4 DELIVERABLES, MEETINGS AND TIMETABLE

#### 4.1 Deliverables

4.1.1 The deliverables listed below must be provided by the contractor:

- **Inception report**, specifying the methodology, resources and objectives provided in the tender. A draft of the report shall be made available to the Commission's services for information 5 working days before the inception meeting, which shall take place within one month after the start of the contract, unless otherwise agreed with the Commission's services. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting.  
The Inception Report shall be made available within 2 weeks after the inception meeting.
- **First Interim report**, including the outcomes of the desk research (see Task 1 description) and of the online survey (see Task 2 description) as well as the conclusions and recommendations to strengthen the MOOC environment for fostering Web Talent in Europe (see Task 3 description). This report shall be made available 2 weeks after the first interim meeting.
- **Second Interim report**, including all information related to the Network of European Universities and networking activities (see Task 4 description), opportunities to implement the open online courses from European Universities (see Task 5 description), the EU MOOC Conference (see Task 6 description) and dissemination activities (see Task 7 description). This report shall be made available 2 weeks after the second interim meeting.
- **Final report** on the MOOCs in Europe to foster Web Talent on the outcome of all activities accomplished by the contractor, including data collection results, lessons learned, best practices identified, composition and activities of the Network of European Universities offering or willing to offer Open Online Courses in order to foster Web Talent in Europe, networking activities, implementation opportunities for the future, outcomes of the EU MOOC Conference and its main active participants, description of the barriers to foster Web Talent in Europe by encouraging the use of MOOCs as well as conclusions and recommendations. This report shall be made available within 3 weeks after the final meeting.
- Throughout the project, results must be made available in a form that allows for their easily publication in the Digital Agenda website of the European Commission (<https://ec.europa.eu/digital-agenda/node/1504>), rendering them attractive to consult (e.g. considering visualisation techniques, beyond simply uploading document on the web) and useful (e.g. allowing to link to relevant websites and forums).

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<sup>2</sup> Including the approval period for the final report.

## **4.1.2 Report format**

All deliverables must be written in English.

All reports should be consistent in style (headings, margins, citations, bibliography, etc.) and contain a short executive summary. The contractor is required to properly apply quotation techniques and particular care will be taken to verify improper re-use of existing material.

All reports will be submitted in electronic format (.doc, .xls, .ppt or equivalents in open formats). Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

The Commission services will decide the possible dissemination of the findings and conclusions and any other information produced under this assignment.

## **4.2 Meetings and Conference**

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor's team, as required. Other knowledgeable external experts might be invited to participate by the Commission. The meetings will be chaired by a Commission representative and will take place in *Brussels*.

The aim of the meetings will be to guide the work of the contractor. In particular, they will allow setting-up the initial orientations, review progress in critical milestones and review the deliverables of the assignment.

Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

### **Inception meeting**

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels - a web conference meeting could be organised instead, within 3 weeks after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

### **First Interim meeting**

An interim meeting during which the contractor will present the interim finding will be held within 3 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels - a web conference meeting could be organised as well. The contractor will have to finalise the interim report on the basis of the outcome of the interim meeting.

### **Second interim meeting**

A second interim meeting during which the contractor will present the interim findings will be held within 7 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels - a



web conference meeting could be organised as well. The contractor will have to finalise an interim report on the basis of the outcome of the interim meeting.

### **EU MOOC Conference**

The EU MOOC Conference will be held within 7 months after signature of the contract by the last contracting party. This event organised by the Contractor will last 1 day and will gather around 50 potential course followers (previously identified with the online survey), 20 European Universities offering or willing to offer Open Online Courses and around 5 early adopters as explained above in Task 2 in order to create awareness of MOOCs opportunities and benefits as well as to inform and discuss about the main results retrieved in Tasks 1 and 2. The conference may be organised at the Commission's premises in Brussels if considered appropriate. In case an alternative location for the Conference is proposed by the contractor, this has to be agreed by the Commission in advance and to remain within the budget foreseen in the tender.

Costs related to the following activities and items must be borne by the contractor and included in the price:

- Setting the EU MOOC Conference agenda;
- Identifying participants and speakers;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for speakers/participants (max 5);
- Financing the travel and accommodation expenses for speakers/participants (max 5);
- Any speakers' fees;
- Cost of providing catering during the EU MOOC Conference;
- Printing and distributing relevant information material for speakers and participants.

### **Final meeting**

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 9 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the final report on the basis of the outcome of the final meeting.

### **Regular conference calls**

In addition to the meetings to be organised, regular conference calls (around one per month) on the state of progress of the work will take place between representatives from the contractor and the Commission.

Each tenderer should include costs of attendance of its own representative(s) at all the above meetings and conference in the financial section of the offer.

### **4.3 Timetable**

<b>Title</b>	<b>Type</b>	<b>Due month</b>
Inception meeting	Meeting	1
Inception report	Deliverable	2
First Interim meeting	Meeting	3

First Interim report	Deliverable	4
EU MOOC Conference	Meeting	7
Second Interim meeting	Meeting	7
Second Interim report	Deliverable	8
Final meeting	Meeting	9
Final report	Deliverable	10

## **5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES**

After reception of each report included in section 4.1 above, except for the deliverables linked to the payment, the Commission will have **30** calendar days in which:

- to approve it,
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to be approved.

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 20 calendar days. The new report shall likewise be subject to the above provisions.

For the reports/deliverables linked to the payment we refer to article I.4.1. of the service contract.

## **6 LAYOUT/CONTENT OF THE WORK PLAN**

Offers should include a detailed work plan. The work plan should specify the management structure as well as the responsibility of each member of the team, including the main contractor and/or sub-contractors.

The work plan should include a list of tasks to be performed, with clear and realistic phases and milestones. Resources should be clearly associated to each task.

## **PART 2: ADMINISTRATIVE DETAILS**

### **1 ELIGIBILITY REQUIREMENTS**

The present tender documents are drawn up in respect of the Financial Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, hereinafter referred to as the Financial Regulation, as well as the Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union,.

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

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

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

### **ADMISSIBILITY OF TENDERS**

All the **requirements** related to the **submission and opening of the tenders** are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender) including:

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

### **2 ADMINISTRATIVE REQUIREMENTS**

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a **joint tender** or through **subcontracting**. Tenders may also combine both approaches. Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

#### **2.1 Different ways to submit a tender**

**Options 1 to 4 below describe the different ways to submit a tender.**  
**Please make sure all required documents and evidences are submitted with your tender.**  
**(Please refer to the checklist in Annex 7)**

- Option 1:** Submission by **one tenderer: Private / Public entity / Individual.**
- Option 2:** Submission by **partners** as defined under section 2.2 below.  
One must be designated as **lead partner/contractor.**
- Option 3:** Submission by **one tenderer with subcontractors** as defined under section 2.2 below
- Option 4:** Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

The tender must include a cover letter (Annex 9) presenting the name of the tenderer (including all entities in case of joint offer as well as their roles) and identified subcontractors, if applicable.

## **2.2 Joint Tenders and Subcontracting**

### **2.2.1 Joint tenders**

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

- a) a **new legal entity** which will sign the contract with the Commission in case of award
- or
- b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract.**

### **2.2.2 Subcontracting**

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole**. The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.7 of the model contract annexed to the invitation.

### 2.3 Identification of the tenderer – List of Forms & Evidences Required

#### Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form<sup>3</sup> (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)  
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 a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 3: Financial Identification form<sup>4</sup> (ORIGINAL filled in according to the instructions contained in this form)  
If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy 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.

#### Options 2 and 4: documents to be provided by each partner, except the lead partner

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form<sup>5</sup> (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

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<sup>3</sup> A standard template in each EU language is available at

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

<sup>4</sup> A standard template in each EU language is available

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

<sup>5</sup> A standard template in each EU language is available at

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

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 a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy 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.

### **Options 3 and 4: Documents to be provided by each subcontractor**

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 6a: Letter of intent from each subcontractor (ORIGINAL signed by (an) authorised representative(s)) to confirm their willingness and availability to perform the tasks.

**Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the letter of intent in Annex 6b (ORIGINAL).**

### **3 SIGNATURE OF THE TENDER**

The signature of the single tenderer's or lead partner's authorised representative or representatives (preferably in blue ink) on the administrative identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

### **4 LAYOUT OF THE TENDER**

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections** as follows:

#### **4.1 Administrative section**

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.**

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) of the invitation to tender.

#### **4.2 Technical section**

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

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

#### **4.3 Financial section**

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.
- The price quoted must **be firm and not subject to revision**.
- The European Commission, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT).

**Such charges may not therefore be included in the calculation of the price quoted.**

VAT 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 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 Commission is exempt from VAT.

- The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.
- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:

(a) Professional fees. The daily rates and total number of person-day for each member of staff working on the contract must be specified.

(b) Travel and subsistence expenses (including costs of attendance of future contractor's representative(s) at meetings and/or workshops with the Commission as foreseen in section 4.2, part 1). In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.

(c) Other expenses (outsourced services or supplies e.g. translation expenses, printing expenses, website development, cost of acquiring data etc.)



- Tenders involving more than one legal entity, either as partner or subcontractor (including external experts) must specify the categories above for each legal entity.
- The Commission will reject tenders where no financial offers are proposed.

The part that the tenderer intends to subcontract shall be precisely indicated and detailed.

The total price quoted cannot exceed EUR 90 000 [ninety thousand euros]. Tenders with a higher total price will be rejected.

## **5 EVALUATION OF TENDERS**

The evaluation of tenders will be done in accordance with the following subsequent steps:

- The Commission verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- For all tenderers that are not in one of the situations covered by the exclusion criteria, the Commission verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- For those tenderers that have met the minimum requirements for the selection criteria, the Commission assesses the **tender** on the basis of the award criteria (third step, see section 5.3 below).

### **5.1 Exclusion Criteria**

**5.1.1.** Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 106(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- (d) they are not in compliance with their 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they or persons having powers of representation, decision making or control over them have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- (f) they are currently subject of an administrative penalty referred to in Article 109(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

Points (b) and (e) of the first subparagraph shall not apply where the candidates or tenderers can demonstrate that adequate measures have been adopted against the persons having powers of representation, decision making or control over them, who are subject to a judgement as referred to in points (b) or (e) of the first subparagraph.

For the purpose of the correct application of paragraph 1, the candidate or tenderer, whenever requested by the contracting authority, shall:

(a) where the candidate or tenderer is a legal person, provide information on the ownership or on the management, control and power of representation of the legal person and certify that they are not in one of the situations referred to in paragraph 1 of Article 106 of the Financial Regulation;

(b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 106 of the Financial Regulation

**5.1.2.** Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 107 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 106(1) of the Financial Regulation, for this procurement procedure.

**5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4)**, duly signed and dated, stating that they are not in one of the situations referred to in Article 106(1) or 107 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

**5.1.4. In addition, for contracts of a value higher than EUR 130 000, ONLY the tenderer to whom the contract is to be awarded** shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or 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 106(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, a recent equivalent document issued **issued less than 12 months before the date of the letter informing of the contract award** 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. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 106(1) of the Financial Regulation, recent certificates or letters issued by the competent authorities of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award.** 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.

- 2) Where the document or certificate referred to in the first subparagraph 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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

#### ***5.1.5. Administrative and financial penalties***

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Union rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

Tenderers and, if they are legal entities, persons who have power of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or
- the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with power of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned

Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

2. In accordance with Article 109 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
  - (a) contractors, candidates or tenderers in the cases referred to in point (b) of Article 107(1) of the Financial Regulation;
  - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority shall first give the person concerned an opportunity to present his or her observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
  - (a) the exclusion of the candidate or tenderer or contractor concerned from the contracts and grants financed by the budget, for a maximum period of ten years; and/or
  - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 141 of the Regulation laying down the rules of application of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall include all illegal activities detrimental to the Union's financial interests and be in particular the following::
  - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
  - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
  - (c) cases of participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA (OJ L 300, 11.11.2008, p. 42);
  - (d) cases of money laundering as defined in Article 1 of Council Directive 2005/60/EC of the European Parliament and of the Council (OJ L 309, 25.11.2005, p. 15).
  - (e) cases of terrorist offences, offences linked to terrorist activities, and inciting, aiding, abetting or attempting to commit such offences, as defined in Articles 1, 3 and 4 of Council Framework Decision 2002/475/JHA (OJ L 164, 22.6.2002, p.3)..
5. Pursuant to article 142 of the Regulation laying down the rules of application of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Union's financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 108(2) and (3) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 106(4) of the Financial Regulation.

6. The period referred to in Article 106(4) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
  - (a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 106(1) of the Financial Regulation;
  - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 106(1)(c) of the Financial Regulation where the misconduct relates to contracts with the institution concerned.

For the purposes of point (b) of the sixth subparagraph, if the grave professional misconduct was established by a decision of a public authority or an international organisation, the date of the decision shall prevail.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 106(1) of the Financial Regulation.
8. Pursuant to article 145 of the Regulation laying down the rules of application of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established as confirmed following an a contradictory procedure with the candidate, tenderer or the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 142(1) of the Regulation laying down the rules of application of the Financial Regulation.

## 5.2 Selection criteria

The following selection criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under section 2.2 above)

- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the financial and economic capacity will be carried out for each of them;
- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors)

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

### 5.2.1 Professional information

Criterion:	Enrolment in one of the professional or trade registers in the country of establishment or equivalent
Documentary evidence:	Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment

### 5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract
Documentary evidence:	Photocopies of annual income statements and balance sheets or extracts there from signed by the authorised representative of the legal entity for the last two financial years, where applicable, as approved by the general assembly of the company, audited and/or published

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.

The Commission shall have sole discretion to judge the adequacy of tenderers' financial standing and, where it considers this insufficient, the right to reject any offer or to accept an offer subject to the provision of a pre-financing guarantee. Submission of a tender implies acceptance that the Commission's decision to request a pre-financing guarantee will be final and that it will not enter into negotiations with tenderers on this subject.

### 5.2.3 *Technical background*

Criterion:	Relevant expertise of the tenderer and team members, including other applicants, e.g. subcontractors if any, acquired in the last three years, in the field of MOOCs and relating to web talent.
Documentary evidence:	<p>List of contracts in the fields listed above performed in the past three years, or currently being performed, with their respective values.</p> <p>Concise but informative curricula vitae of team members, demonstrating professional experience, including the requisite language skills, in the field of MOOCs and Web Talent of at least two years.</p> <p>The Europass curriculum vitae template (available at <a href="http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp">http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp</a>) shall be filled in by each person involved in the execution of the tasks foreseen in the tender. Please make sure the precise contractual link with the tenderer is clearly indicated.</p>

## 5.3 Award criteria

### 5.3.1 *Technical award criteria*

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
<p>1. <b>Understanding of the tasks required</b></p> <p>Understanding of specific short and long-term objectives.</p>	<b>30</b>	<b>15</b>

<p><b>2. Technical quality of the tender</b></p> <p>2.1. Completeness and full coverage of the scope of the tasks</p> <p>2.2. Quality and extent of contacts proposed with relevant public and private stakeholders in the sphere of the MOOCs.</p> <p>2.3. Relevance, quality and completeness of the information proposed to be used, and of the analysis proposed to be undertaken</p> <p><i>All the sub-criteria above are of equal relative importance</i></p>	<b>50</b>	<b>25</b>
<p><b>3. Management</b></p> <p>3.1 Feasibility to meet the objectives specified in the tender specifications and outlined by a workplan and timetable</p> <p>3.2 Sound and realistic allocation of human resources.</p> <p><i>All the sub-criteria above are of equal relative importance</i></p>	<b>20</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>	<b>60</b>

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

### 5.3.2 *Price*

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

## **6 AWARD OF THE CONTRACT**

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed in section 5.3.

The qualitative score obtained for the technical award criteria will be divided by the total price of the tender.

## **7 PAYMENT AND STANDARD CONTRACT**

- Payments under the contract shall be made in accordance with articles I.4, I.10 and II.15 of the model contract attached, provided that the contractor has fulfilled all his contractual obligations.



The invoice shall be submitted in electronic format only by using the e-PRIOR communication platform. A brief description of the system and connection modalities is enclosed to the present Tender Specifications (Annex 8: e-PRIOR description). The tenderer(s) is/are required to inform the Commission about the submission modality chosen for the dispatch of the invoice, should a contract be awarded to them. To this end, the tenderer should specify in Annex 9 (Cover letter for the tender) whether (s)he intends to use the Supplier Portal or establish a direct connection between the contractor's back office and the Commission's back-office/ use the services of a third party service provider already connected to e-PRIOR and offering such services.

Further instructions/guidance documents to assist contractors in sending electronic invoices will be communicated by the Commission after the contract award.

Contractors should note that since the model service contract for this call for tender foresees submission of electronic invoices, paper invoices will not be taken into account, except in the cases referred to in points 6 and 7 of Article I.10.2 (Submission and validity of financial documents) of the Model Service Contract attached.

## **8 VALIDITY OF THE TENDER**

Period of validity of the tender shall be 9 months from the closing date for submission of the tender given above.

## **9 ADDITIONAL PROVISIONS**

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

## **10 LIQUIDATED DAMAGES: SEE ARTICLE II.12 OF THE MODEL CONTRACT**

## **11 NO OBLIGATION TO AWARD THE CONTRACT**

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be

liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

## **12 RESULTS**

The results of the service must be forwarded to the European Commission in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results.

If the result is not to be fully created for the purpose of the contract it is to be clearly pointed out in the tender. There should be information provided about the scope of pre-existing materials, their source and when and how right to have them have been acquired.

The provisions on the use of the results and ownership of the results can be found in the Model Service Contract (Article I.8 Exploitation of the results of the contract and Article II.10 Ownership of the results – Intellectual and Industrial Property Rights).

**PART 3: ANNEXES**

**ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM**

Support services to foster Web Talent in Europe by encouraging the use of Massive Open Online Courses focused on web skills – SMART 2013/N006

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)<sup>6</sup></u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

<sup>6</sup> Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under section 2.3

Place and date:

Name (in capital letters) and signature:

**ANNEX 2: LEGAL ENTITIES FORM**

**As required in PART 2 under section 2.3 of the tender specifications.**

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

**ANNEX 3: BANK IDENTIFICATION FORM**

**As required in PART 2 under section 2.3 of the tender specifications**

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

**ANNEX 4: DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND  
ABSENCE OF CONFLICT OF INTEREST**

*(Complete or delete the parts in blue italics in parentheses)*

[Choose options for parts in blue between square brackets]

The undersigned *(insert name of the signatory of this form)*:

in [his][her] own name *(for a natural person)*

or

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

full official name:

official legal form:

full official address:

VAT registration number:

- declares that [the above-mentioned legal person][he][she] is not in one of the following situations:
- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
  - c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
  - d) is not in compliance with 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 performed;
  - e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
  - f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
- *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-making or control<sup>7</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

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<sup>7</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- declares that [the above-mentioned legal person][he][she]:
  - g) has 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 affinity, family, emotional life or any other shared interest;
  - h) 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) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
  - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>8</sup> if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

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<sup>8</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

## ANNEX 5: POWER OF ATTORNEY<sup>9</sup>

### MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER AND LEAD CONTRACTOR

Support services to foster Web Talent in Europe by encouraging the use of Massive Open Online Courses focused on web skills – SMART 2013/N006

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X**, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X** on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
  - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
  - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: **[Provide details on bank, address, account number]**.
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
  - (a) The lead partner shall submit the tender on behalf of the group of partners.
  - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
  - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in ..... on **[dd/mm/yyyy]**

<sup>9</sup> To be filled in and signed by each of the partners in a joint tender, except the lead partner;

Place and date:

Name (in capital letters), function, company and signature:



**ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS**

**Support services to foster Web Talent in Europe by encouraging the use of Massive Open Online Courses focused on web skills – SMART 2013/N006**

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Declares hereby taking note of Art. II.7 regarding subcontracting and Art. II.18 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

**ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS**

**Support services to foster Web Talent in Europe by encouraging the use of Massive Open Online Courses focused on web skills – SMART 2013/N006**

The undersigned:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 106(1) of the Financial Regulation<sup>10</sup>.

Declares hereby taking note of Art. II.7 regarding subcontracting and Art. II.18 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

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<sup>10</sup> Available at [http://ec.europa.eu/budget/documents/financial\\_regulation\\_en.htm](http://ec.europa.eu/budget/documents/financial_regulation_en.htm)

## ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Support services to foster Web Talent in Europe by encouraging the use of Massive Open Online Courses focused on web skills – SMART 2013/N006

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint bid, single tenderer or subcontractor/external expert). 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	Lead partner in a joint bid	All the other partners in a joint bid	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor – External expert
<i>Administrative section of the tender</i>					
Annex 1: Original Administrative identification form (see section 2.3, part 2)	■	■	■	■	
Annex 2: Original Legal Entity Form (see section 2.3, part 2)	■	■	■		
Annex 3: Original Financial Identification form (see section 2.3, part 2)	■		■		
Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2)	■	■	■	■	
Annex 5: Original Power of attorney (see section 2.3, part 2)		■			
Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)				■	
Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)					■
Annex 9: Cover letter for the tender	■		■		
Legible photocopy of the statutes of the entity (see section 2.3, part 2)	■	■	■		
Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)	■	■	■		
Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2)	■	■	■		
Evidence of financial and economic capacity (see section 5.2.2, part 2)	■	■	■		
Evidence of Technical background (see section 5.2.3, part 2)	■	■	■	■	■
<i>Technical Section of the tender (see section 4.2, part 2)</i>	■		■		

*Financial Section of the tender (see section 4.3, part 2)*

■

■

## ANNEX 8: E-PRIOR DESCRIPTION

### 1.1. What is e-PRIOR

e-PRIOR is the service-oriented communication platform<sup>11</sup> that allows electronic procurement (e-Procurement) between suppliers and customers, targeted to the European Institutions, including the European Commission.

e-Procurement consists in exchanging procurement documents such as Requests, Offers, Orders, Catalogues, Invoices, etc. in an electronic format following standards. The standards that are used by e-PRIOR are promoted by the CEN ("Comité Européen de Normalisation"). Using standards allows the interoperability between the IT systems (back-offices) of the suppliers on one hand and those of the customers on the other hand.

### 1.2. e-PRIOR Ways of communication

There are two main ways for communicating/exchanging electronic documents between the suppliers/contractors and the European Institutions:

- Through a direct connection between the supplier's back-office and the Commission/contracting authority's back-office, via interfaces using secured web-services (machine-to-machine communication). In this case the suppliers have the option to:
  - Develop themselves the connection to e-PRIOR or,
  - Pass through a third party Service Provider already connected to e-PRIOR and offering such services<sup>12</sup>.
- Via Web Portals - Supplier and Customer portal - where specific user interfaces running in an Internet Browser may be used by end-user to create and manage electronic documents such as receiving and approving orders, creating electronic invoices<sup>13</sup> and receiving acknowledgements, sending dispatch advices and receipt advices.

Both communication ways may be used simultaneously and combined together. Nevertheless, the machine-to-machine communication is targeted for suppliers managing large number of documents (>100 invoices/orders/etc. per year), whereas the Supplier Portal is mainly used by suppliers, such as SME's or individuals, managing few documents per year. In case of connection via web services, Directorate-General for Informatics (DIGIT) will provide all the necessary assistance.

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<sup>11</sup> For more information please consult [http://ec.europa.eu/dgs/informatics/supplier\\_portal/index\\_en.htm](http://ec.europa.eu/dgs/informatics/supplier_portal/index_en.htm)

<sup>12</sup> Service providers already connected to e-PRIOR: AdValvas, b2boost, certipost, inovis.

<sup>13</sup> The User's manual for e-invoicing on the Supplier Portal is available for consultation at [http://ec.europa.eu/dgs/informatics/supplier\\_portal/documentation/documentation\\_en.htm](http://ec.europa.eu/dgs/informatics/supplier_portal/documentation/documentation_en.htm)

### **1.3. e-PRIOR Modules**

e-PRIOR is made up of several modules, but only the e-Invoicing module (standard invoices and credit notes) will be used in the execution of this contract.

### **1.4. What is the added value of e-PRIOR?**

- Paperless
- Reduced encoding/transaction costs
- Faster communication
- Reduced payment delays
- Secure and transparent processes
- Environmental friendly

**ANNEX 9: COVER LETTER FOR THE TENDER**

*Please select the appropriate option*

**OPTION 1**

**Single legal person or private/ public entity**

- The offer is submitted by a **one tenderer**.
- 

**OPTION 2**

**Joint offers**

- The offer is submitted by **partners**.
- Company acting as **lead partner** for the group of tenderers:  
.....
  - **Other partners** taking part in the joint tender:  
.....  
.....
- 

**OPTION 3**

**Joint offers**

- The offer is submitted by one tenderer **with subcontractors**.
- Company acting as **tenderer**:  
.....
  - **Subcontractors**:  
.....  
.....
-

OPTION 4

**Joint offers**

- The offer is submitted by partners **with subcontractors**.
  - Company acting as **lead partner** for the group of tenderers:  
.....
  - **Other partners** taking part in the joint tender:  
.....  
.....
  - **Subcontractors**:  
.....  
.....

---

**Submission modality for the dispatch of the invoice**

- Via the Supplier Portal
- Via a direct connection
  - Between the Contractor's back office and the Commission's back office
  - Using the services of a third party service provider already connected to e-PRIOR and offering such services
    - Name of the third party service provider:  
.....