

TENDER SPECIFICATIONS

Support Services To Organise The European Web Entrepreneurs Competition –

'Tech All Stars' 2014 and 2015

SMART 2013/N008

TABLE OF CONTENTS

PART 1: TECHNICAL DESCRIPTION	1
1 CONTEXT	1
<i>METHODOLOGY</i>	5
3 DURATION	5
4 DELIVERABLES, MEETINGS AND TIMETABLE	6
4.1 DELIVERABLES	6
<i>The deliverables listed below must be provided by the contractor for each year of contract (a/b)</i>	6
<i>Report format</i>	7
4.2 MEETINGS AND ROADSHOW	7
4.3 TIMETABLE	9
5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES	11
6 LAYOUT/CONTENT OF THE WORK PLAN	11
PART 2: ADMINISTRATIVE DETAILS	12
1 ELIGIBILITY REQUIREMENTS	12
2 <u>ADMINISTRATIVE REQUIREMENTS</u>	12
2.1 DIFFERENT WAYS TO SUBMIT A TENDER	13
2.2 JOINT TENDERS AND SUBCONTRACTING	13
2.2.1 <i>Joint tenders</i>	13
2.2.2 <i>Subcontracting</i>	13
2.3 IDENTIFICATION OF THE TENDERER – LIST OF FORMS & EVIDENCES REQUIRED	14
3 <u>SIGNATURE OF THE TENDER</u>	15
4 <u>LAYOUT OF THE TENDER</u>	16
4.1 ADMINISTRATIVE SECTION	16
4.2 TECHNICAL SECTION	16
4.3 FINANCIAL SECTION	16
5 <u>EVALUATION OF TENDERS</u>	17
5.1 EXCLUSION CRITERIA	17
5.2 SELECTION CRITERIA	22
5.2.1 <i>Professional information</i>	22
5.2.2 <i>Financial and economic capacity</i>	23
5.2.3 <i>Technical background</i>	23
5.3 AWARD CRITERIA	23
5.3.1 <i>Technical award criteria</i>	23
5.3.2 <i>Price</i>	23
6 <u>AWARD OF THE CONTRACT</u>	23
7 <u>PAYMENT AND STANDARD CONTRACT</u>	23
8 <u>VALIDITY OF THE TENDER</u>	23
9 <u>ADDITIONAL PROVISIONS</u>	23
10 <u>LIQUIDATED DAMAGES: SEE ARTICLE II.12 OF THE MODEL CONTRACT</u>	23
11 <u>NO OBLIGATION TO AWARD THE CONTRACT</u>	23
12 <u>RESULTS</u>	23
PART 3: ANNEXES	23
<u>ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM</u>	23
<u>ANNEX 2: LEGAL ENTITIES FORM</u>	23
<u>ANNEX 3: BANK IDENTIFICATION FORM</u>	23

ANNEX 4: DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST	23
<u>ANNEX 5: POWER OF ATTORNEY</u>	23
<u>ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS</u>	23
<u>ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS</u>	23
<u>ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED.....</u>	23
<u>ANNEX 8: E-PRIOR DESCRIPTION</u>	23
<u>ANNEX 9: COVER LETTER FOR THE TENDER.....</u>	23

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"¹ 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 the culture of web entrepreneurship, including by the recognition and celebration of success stories.

In June 2012, the European Commission organised for the first time a competition between European Web Entrepreneurs called 'Tech All Stars'. The aim was to facilitate the networking experience between selected European Web Entrepreneurs and to give them the opportunity to present their ideas in front of a large audience of Venture Capitalists (VCs), angel investors, top executives, or mentors and relevant corporations. Aim was also to give the European Web Entrepreneurs (founders of the startups) the opportunity to pitch trending quality prototypes to prospective investors or potential partners. It was also to look for seed capital during different hosting events in a roadshow like challenge, and to provide visibility by selecting a winner of the competition.

The 2012 hosting events took place:

- in London, together with the LeWeb conference (<http://www.leweb.co/>), at the very exclusive Founders Forum (<http://foundersforum.eu/>) at which European Commission Vice-President Neelie Kroes rewarded the winner, and;
- in Brussels, where the winner was invited to receive recognition at the Digital Agenda Assembly 2012 (http://ec.europa.eu/information_society/digital-agenda/daa/).

The Tech All Stars 2012 provided unique awareness and networking opportunities to the participating startups. A following 'Tech All Star 2013' was organised.

The 2013 hosting events took place:

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

- in Berlin, together with AngelsBootcamp (<http://angelsbootcamp.org/home.html>), 12 of the best young European startups competed to access the next stage;
- in London, at the very exclusive Founders Forum (<http://foundersforum.eu/>) where the top three startups pitched at the talent track. and European Commission Vice-President Neelie Kroes rewarded the winner;
- in Dublin, the winner was presented at the Digital Agenda Assembly 2013.

The European Commission intends to organise two further editions in 2014 and 2015.

The 2014 and 2015 Tech All Stars shall allow selected web entrepreneurs to pitch their trending quality prototypes to prospective investors or potential partners. It shall also allow them to look for seed capital during different hosting events in a roadshow like challenge and to provide visibility by selecting a winner of the competition.

To implement the two next Tech All Stars, the European Commission intends to launch a call for tenders *to Support Services To Organise The European Web Entrepreneurs Competition –'Tech All Stars' 2014 and 2015.*

2 Objectives

This action aims at identifying the most successful web entrepreneurs from different startup camps and similar organisations in the European Union and to engage them to participate in the Tech All Stars contest (*camp meaning technology hubs/accelerators/incubators/coworking spaces/campuses, etc. where web founders are skyrocketing their startups to the global level*).

The Tech All Stars Competition will *increase visibility buzz* among startups that validated their products and are already raising funds. The added value of the Competition is to facilitate the networking experience between them and at the same time to allow them to meet and to present their ideas in front of a large audience of VC's, angel investors, top executives, or mentors and relevant corporations.

The contractor will have to assemble:

- A jury to select the best EU Web Entrepreneurs from applying startup companies. These companies should to be less than 3 years old, graduated by a startup camp, shall have created their own product and have raised between 50K€ and 1M€ outside capital in that time. The selected participating startups will then be guided through a number of networking roadshow in which the final winner will be chosen. A senior representative of the European Commission will present an award to the winners of Tech All Stars 2014 and 2015.
- An advisory board to help with the organisation of the event, provide feedback and advise when necessary, assist with making introductions for sponsors and attract highly visible investors, mentors and serial entrepreneurs, share the event within their network, etc.

Tech All Stars 2014 and 2015 will be organised in Europe.

The contractor will explore opportunities to organise Tech All Stars 2014 and 2015 together with other high-level hosting events such as LeWeb, The Founders Forum and the Digital Agenda Assembly, or other events from the Startup Europe Tour (<http://ec.europa.eu/digital-agenda/en/news/neelie-kroes-startup-europe-tour>), and attract some of the world's best web entrepreneurs and tech investors.

The Support Services To Organise The European Web Entrepreneurs Competition –'Tech All Stars' 2014 and 2015 should follow a four phase event planning procedure: *preparation, selection, roadshow, reporting and closing*. The following tasks shall be carried out:

Task1: Preparation and announcement (months 1-2 and 12-13):

- Identify the most important European Web Camps (e.g. via Internet research) (web camps means technology hubs/accelerators/incubators/coworking spaces/ campuses, etc. where web founders are skyrocketing their startups to the global level.).
- Identify the graduates of these European Web Camps, prepare a campaign to raise their interest into the Tech All Stars competition and invite them to apply for participation. Encourage female web entrepreneurs to apply.
- Establish the advisory board for the 2014/2015 Tech All Stars. It should consist of successful Web entrepreneurs as well as event and camp organisers. The advisory board will consist of no more than 5 successful professionals. The preparatory arrangements (including travel and accommodation expenses) with the advisory board will be done by the contractor in order to ensure a high level of professionalism.
- Organize a inception meeting with European Commission services and the managing team from the contractor to discuss the overall approach for the roadshow and to advise on the work to be done: the initial orientation, milestones, objectives and aims of the assignment. (month 2/12).
- Setting up and maintaining the web site of the competition, and providing the details to be integrated within the relevant European Commission web sites. The website should allow a proper visibility about the TechAllStars competition. It should be one of the cornerstone elements attracting startup participants to apply during the competition. It should permit a dynamic control of the content, it should be easily updated with new information's such as the selected startups or the winning one and should permit the possibility of startups to apply easily for the competition. Introduce different media content created during the contract. The website has to be kept online for the next 3 years.
- Conduct a survey among the previous year finalists of the competition on the benefits of participating at the TechAllStars. This survey will cover mainly the following sections: a. evolution of the startup since last participation b. features to be improved c. new aspects to be considered and responses have to be received from 40% of the selected starts in the previous year competition.

- Disseminate the press kit for the campaign launch regarding the competition through relevant tech blogs (Techcrunch, TNW, Wired, Mashable, Etc.) , but also in the traditional media (Financial Times, The Economist, New York Times, Business Week, etc). The media campaign shall start in the preparation and announcement phase and shall end at the final phase of the contract. This task includes also the preparation of the press package (press release, infographic, etc), that shall reach the targeted audience through media channels, via graduating web camps and at the relevant European events. Animating the activities on the existing Social Media accounts (Twitter, FB, etc.).

Task2: Selection (months 4 and 16):

- Establish a methodology and criteria for the selection of the participants from the applicants and establish a jury for this purpose. The jury consisting of up to 5 professionals will evaluate the received applications from EU startups for the Tech All Stars competition and will select the most promising ones. The members of the jury should be successful founders/investors and be active and aware of the web-entrepreneurial ecosystems evolution. The preparatory arrangements (including travel and accommodation expenses) will be done by the contractor in order to ensure a high level of professionalism. Any potential conflict of interest should be avoided.
- Identify possible sponsors interested in providing support for scaling-up for the participating startups.
- Identify the prospective audience of relevant web stakeholders (venture capitalists, tech corporations, incubators, accelerators and active angel investors) interested in web startups and invite them to participate in the roadshow. The goal of inviting this audience to the events is to bring additional value to the competition and ensure connections and dialogue between the most promising EU startups and the active investors looking for the future innovations.
- Inform the managers and organizers of the European Web Camps about the new edition of Tech All Stars and request the distribution of the information regarding this competition to the portfolio of startups they manage.

Task 3: Roadshow (months 6 and 18):

- Ensure that at least 12 participating startups are available for the roadshow.
- Provide overall coordination of the roadshow activities.
- Advice the participating startups for an effective participation at the roadshow program. The advice will consist mainly on providing a startup guidance sheet or sessions with some essential aspects to consider such as: the presentation deck, the execution of the business model, engaging with investors and the measures to scale up.
- Establish a program for visits to local startups during the roadshow and organise special sessions with the founders of the local startups.

- Engage venture capitalist/business angels/sponsors interested to provide the winner(s) of the TechAllStars competition a significant amount of funding for the second scale-up of the startup.
- Prepare videos of the roadshow to be uploaded to Youtube (in coordination with European Commission services).
- Invite and ensure the presence of the winner of the competition.

Task 4: Reporting & closing (months 9 and 21):

- Teleconference, or meeting with the organizers of the hosting events to gather feedback so that there can be lessons learned for the next Tech All Stars competition.
- Disseminate the final information regarding the winner of competition through relevant tech blogs (Techcrunch, TNW, Wired, Mashable, etc.) and other traditional media as mentioned above.
- Conduct feedback interviews with the winner on the impact of the prize to their business and report to the EC.
- Provide a report and standard presentation of the results of the competition.

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 the current situation should build on existing analysis and sources of information.

3 DURATION

Duration of the tasks must not exceed 24 months² and is subject to the provisions of Article I.2.3 of the contract.

² Including the approval period for the final report.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The deliverables listed below must be provided by the contractor for each year of contract (a (year 1)/b (year 2))

Deliverable 1 a/b: First interim report that will contain the following information [months 3 and 15]:

- Information about the most important web entrepreneurs camps in Europe
- Informations about the methods to attract and engage the graduating entrepreneurs from these camps into the TechAllStars competition
- Information about the selected participants that will be invited at the roadshow
- Details about the advisory board together with the initial recommendations
- Conclusions of the first interim meeting
- First version of the website
- Results of the survey with previous Tech All Stars winners and selected participants
- Dissemination strategy for the promotion of the roadshow. List of tech journalists that ensured the media coverage and are interested to be present at the roadshow.

Deliverable 2 a/b: Second interim report that will contain the following information [months 5 and 17]:

- Details about the jury appointed to select at least 12 participating startups
- Information about the relevant web entrepreneurship stakeholders to be invited (venture capitalists, tech corporations, incubators and accelerators and active angel investors). The identification of the technical/organisational requirements that need to be provided by the European Commission services
- Minutes of the teleconferences with the organisers of the existing camps (at least the most promising 10 in EU), together with the list of contacts acting (at least 100 contacts) as intermediaries with startup communities in EU that was asked to disseminate the information regarding the competition aiming to reach web startups from all 28MS.

Deliverable 3 a/b: Final report that will contain the following information (months 9 and 21):

- Update of the event's website with the material gathered during the roadshow
- Names of the audience invited and attending the roadshow

- Results of the competition
- A full description of the competition activities
- Summary of the dissemination activities including Youtube, Social networks, media coverage
- Standard presentation that can be used by European Commission services about the results of the competition, EU added value, next steps, lessons learned, etc.

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 Roadshow

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 in month 1 for 2014 competition and month 13 for 2015 competition 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 for 2014 competition and 15 months for 2015 competition 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 5 months for 2014 competition and 17 months for 2015 competition 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.

Tech All Stars Roadshow

For the European Web Entrepreneurs Competition – Tech All Stars Roadshow the contractor will have to explore opportunities to organise Tech All Stars 2014 (month 6 year 1) and 2015(month 18 year 2) together with other high-level hosting events such as LeWeb, Web Summit, The Founders Forum, F.ounders and the Digital Agenda Assembly, and attract some of the world's best web entrepreneurs and tech investors in an European Competition.

The contractor's tasks will include among others:

- Setting the Tech All Stars Roadshow agenda;
- Identifying participants and speakers;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for speakers/participants (max 5);
- Financing any speakers' fees;
- Ensuring the catering during the Tech All Stars Roadshow;
- Ensuring press & media materials;
- 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 month 9 for 2014 competition and month 21 for 2015 competition 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 roadshow events in the financial section of the offer.

This service contract will cover the costs of preparing and organising Tech All Stars 2014 and 2015 incurred by the contractor, including professional fees, travel and subsistence costs of the personnel, catering, info materials, speakers' fees, preparatory arrangements for advisory board and jury.

If the awarding event is hosted by another big event that requires registration fees/invitation, the contractor will need to provide entrance tickets for officials of the European Commission (max. 3), for invited startups and speakers to attend the event.

Specific logistic elements linked to the organisation of the competition (e.g. prize for winning start-ups, , etc...) might be covered by sponsors. The contractor can identify potential sponsors and conduct the necessary contacts, meetings and negotiations to find sponsors. The addition of sponsors shall not give raise to a profit made by the contractor.

4.3 Timetable

Title	Type	Due month
Year 1		
Inception meeting	Meeting	1
Inception report	Deliverable 1	2
First Interim meeting	Meeting	3
First Interim report	Deliverable 2	3
Second Interim meeting	Meeting	5
Second Interim report	Deliverable 3	5
Tech All Stars Roadshow	All kinds of events	6
Final meeting	Meeting	9
Final report (year 1)	Deliverable 4	9
Year 2		
Inception meeting	Meeting	13
Inception report	Deliverable 5	13
First Interim meeting	Meeting	15
First Interim report	Deliverable 6	15
Second Interim meeting	Meeting	17
Second Interim report	Deliverable 7	17
Tech All Stars Roadshow	All kinds of events	18
Final meeting	Meeting	21

Final report (year 2)	Deliverable 8	21
-----------------------	---------------	-----------

5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES

After reception of each report included in section 4.1 above, except for the deliverables linked to payments, 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 payments we refer to article I.4 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 form³ (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 form⁴ (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))

³ 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

⁴ 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

- Annex 2: Legal Entities form⁵ (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 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.

⁵ 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

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 costs of catering, info and promotional materials,,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 130 000 [one hundred thirty 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.

5.2.3 Technical background

Criterion:	Relevant expertise of the tenderer including other applicants, e.g. subcontractors if any, acquired in the last three years, in the field of web entrepreneurship and event organisation.
Documentary evidence:	List of minimum 2 contracts, web projects, products, competitions and activities in the fields listed above performed in the past three years, or currently being performed, with their respective values. List of experiences, previous projects and other activities in this field of web-entrepreneurship such as startup competitions, startup investments, events & conferences organized, workshops & meetups between entrepreneurs and investors, the outcomes and audiences engaged etc.

Criterion:	Relevant experience and expertise of the team members to organize an European web startups competition.
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience, including the requisite skills, in the field of web entrepreneurship and event organisation of at least 2 years. The Europass curriculum vitae template (available at http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp)

	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.
--	--

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>
1. Understanding of the tasks required 1.1. Understanding of specific short and long-term objectives.	20	15
2. Technical quality of the tender 2.1. Quality of the proposed approach to engage European web startups to apply for the Tech All Stars competition 2.2. Quality of the proposed approach to engage highly visible investors, mentors and serial entrepreneurs as members of the jury and of the advisory board 2.3. Quality of the proposed approach to generate credible broad impact (media coverage) of the camp and its results Europe-wide and in the US. <i>All the sub-criteria above are of equal relative importance</i>	40	20
3. Management 3.1. Feasibility to meet the objectives specified in the tender specifications and outlined by a workplan and timetable to ensure a smooth organisation of Tech All Stars 3.2. Sound and realistic allocation of human and financial resources, including allocation of expertise. <i>All the sub-criteria above are of equal relative importance</i>	40	20
TOTAL	100	60

Minimum score per criterion (threshold):

Tenders scoring less than the threshold indicated in the table for the specific 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 Organise The European Web Entrepreneurs Competition –'Tech All Stars' 2014 and 2015- SMART 2013/N008

<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)⁶</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S): I, the undersigned, certify</u>	

⁶ 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

that the information given in this tender is correct and that the tender is valid.

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

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

**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 control⁷ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

⁷ 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 penalties⁸ 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

⁸ 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 ATTORNEY⁹

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD
PARTNER AND LEAD CONTRACTOR
Support Services To Organise The European Web Entrepreneurs Competition –'Tech
All Stars' 2014 and 2015 - SMART 2013/N008

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]**

⁹ 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 Organise The European Web Entrepreneurs Competition –
'Tech All Stars' 2014 and 2015- SMART 2013/N008**

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 Organise The European Web Entrepreneurs Competition –
'Tech All Stars' 2014 and 2015- SMART 2013/N008**

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 Regulation¹⁰.

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:

¹⁰ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Support Services To Organise The European Web Entrepreneurs Competition –'Tech All Stars' 2014 and 2015 - SMART 2013/N008

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 platform¹¹ 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 services¹².
- 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 invoices¹³ 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.

¹¹ For more information please consult http://ec.europa.eu/dgs/informatics/supplier_portal/index_en.htm

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

¹³ 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

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:
.....