CALL FOR TENDERS

Nº MOVE/A4/2013-247

STUDY ON CRUISE SHIP SECURITY

TENDER SPECIFICATIONS
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1. INFORMATION ON TENDERING

1.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties 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 Multilateral Agreement on Government Procurement concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

1.3. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole. These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

The tenderers should indicate in their offer whether the partnership takes the form of:

a) a new or existing 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, 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.

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1 See [http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm](http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm)
1.4. **Subcontracting**

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

1.5. **Content of the tender**

The tenders must be presented as follows:

- **Part A:** Identification of the tenderer (see section 1.6)
- **Part B:** Evidence for exclusion criteria (see section 2.2)
- **Part C:** Evidence for selection criteria (see section 2.3)
- **Part D:** Technical offer (see section 2.5)
- **Part E:** Financial offer (see section 2.6)
- **Part F:** Power of attorney (for consortia only)

1.6. **Identification of the tenderer: legal capacity and status**

- The tenderer's identification form in **Annex 1** shall be filled in and signed by:
  - The tenderer (including any member of a consortium or grouping)
  - subcontractor(s) whose share of the work represent more than 20% of the contract

- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium of grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on: [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)

  Tenderers that are already registered in the Contracting Authority’s accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information

  - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any
delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- The tenderer (only the leader in case of joint tender) must provide a Financial Identification Form and supporting documents. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

2. EVALUATION AND AWARD

2.1. Evaluation steps

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

(1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria

(2) Selection of tenderers on the basis of selection criteria

(3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

2.2. Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

2.3. Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

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.
2.3.1. **Economic and financial capacity criteria and evidence**

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium) must comply with the following criteria:

- The overall annual turnover of the tenderer for the last 2 years for which the accounts have been closed shall not be less than 200 000 €.

- Copy of the profit & loss account for the last two years for which accounts have been closed,

- Failing that, appropriate statements from banks.

If, for some exceptional reason which the Contracting Authority 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 Contracting Authority considers appropriate. In any case, the Contracting Authority 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.

2.3.2. **Technical and professional capacity criteria and evidence**

a. **Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all tenderers) must comply with the following criteria:

- The tenderer must prove experience in the field of maritime security with at least 2 projects delivered in this field in the last three years with a minimum value for each project of 100 000 €.

- The tenderer must prove experience of working in any of the official languages of the EU with at least 2 projects delivered in the last three years showing the necessary language coverage.

- The tenderer must prove capacity to draft reports in one of the official languages of the EU.

- The tenderer must prove experience of working in 2 EU countries with at least 2 projects delivered in the last three years, the combination of which must show the necessary coverage.

- The tenderer must prove experience in survey techniques, data collection, statistical analyses and drafting reports and recommendations

**Criteria relating to the team delivering the service:**

The team delivering the service should include, as a minimum, the following profiles:
Project Manager: At least 3 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size.

Language quality check: at least 2 members of the team should have native-level language skills in one of the official languages of the EU, as guaranteed by a certificate or past relevant experience.

Expert in maritime security: Relevant higher education degree and / or 5 years' professional experience in the field of maritime security and in possession of an active security clearance issued by one of the EU Member State's appropriate authority that will permit them to handle- and have access to classified information to the level of "Restreint UE/EU Restricted", as set forth in EU Council Decision of 23 September 2013 on the security rules for protection EU classified information (2013/488/EU).

Team for data collection: collectively the team should have knowledge of an official language of the EU and proven experience of 2 years in survey and data collection techniques, drafting reports and recommendations.

b. Evidence:

The following evidence should be provided to fulfil the above criteria:

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;

- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

• Quality of the proposed methodology (70 points – minimum threshold 60%),

This criterion will also assess the tenderer's understanding of the specifications in the terms of reference and a succinct presentation of that understanding and capacity to obtain and analyze relevant data – the bid must detail the data that will be collected and explain the methodology that will be used for obtaining the data.

• Organisation of the work (15 points – minimum threshold 60%)

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work and for meeting the requirements of the study. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.
• **Quality control measures** (15 points – minimum threshold 60%)

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team, as well as the extent of the team's knowledge and expertise, in particular in the field of measures enhancing cruise security. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Tenders must score above 60% for each criterion and sub-criterion, and above 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money.

The contract will be awarded to the tender who offers the best ratio quality/price X 10,000.

2.5. **Technical offer**

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

2.6. **Financial offer**

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

Indicative maximum price: **200 000 €**

3. **TECHNICAL SPECIFICATIONS**

The cruise ship industry is one of the largest components of tourism and is experiencing rapid growth. The number of cruise passengers worldwide doubled during the past decade to over 21 million in 2012, half of them come from the United States. While North America remains the dominate source for cruise passengers, there is an accelerated demand for cruising in Europe. The European market has grown by 24% over the past 3 years and by 162% over the last 10 years (cf. CLIA-Europe – Contribution of Cruise Tourism to the Economies of Europe
In the European area, the major cruise ports for passenger embarkations are Italian ports (Venice, Civitavecchia, Savona and Genoa), followed by Spanish ports (Barcelona and Palma) and then the United Kingdom (Southampton and Dover). The vast majority of cruise port calls are at the Mediterranean and Baltic Sea ports. The top 5 destination countries are Italy, Spain, Greece, Norway and France.

At the very same time cruise ships and cruise terminals can represent high-prestige symbolic targets for terrorists with serious repercussions. Firstly, the cruise ships carry a large number of people in a confined single space (which maximize the casualties) and secondly they are also reflecting the Western materialism way of life. The hijacking of cruise ship "Achille Lauro" in 1985 was a turning point for the cruise industry, leading to major changes in security procedures. The recent mega-cruise ships carry upwards of 8500 passengers and crewmembers with a large variety of nationalities (passengers and crew). Most experts agree that sinking a cruise ship would be extremely difficult. However, a successful terrorist attack on a cruise ship would not only lead potentially to a high number of casualties but would also threaten the economic viability of the cruise industry and impact local economy of coastal regions and islands visited by tour and cruise operators, with a result in decreased demand for cruise vacations. The world fleet account around 400 cruise ships in a wide variety of vessels and capacity. In 2014 and 2015, more than 20 new ships will be introduced with an additional capacity of 40 000 passengers. For 2016 to 2018, 12 additional ships (confirmed orders or options) represent an investment estimated at 6 billion euros in ship development, mainly from European shipyards (Italy, Germany, France and Finland) which are the most important suppliers to the market.

Pursuant to the ISPS Code (International Ship and Port facility Security Code) annexed to Regulation (EC) No 725/2004 which intends to provide a basis for the harmonised interpretation and implementation of the SOLAS special measures to enhanced maritime security, cruise ship companies and cruise port facility operators must develop and implement security plans that address vulnerabilities identified in their security assessments.

Based on a representative sample of cruise lines (from those operating the larger cruise ships to those managing luxury yachts) and of cruise terminals in the ports of call and the ports of embarkation of passengers, the study will:

1. provide a comparative analysis of the security requirements for cruise ships when operating in the Caribbean Region and when operating in Europe. The main differences, if any, should be highlighted and explained, as well as any peculiarities depending on the geographical locations (Baltic, North Sea, Atlantic and Mediterranean Sea).

2. analyse the sharing of responsibilities between the cruise ship and the port facility, in at least 20 significant cruise ports, taking into account the differences between the ports-of-call and the places of embarking/disembarking passengers and crew (an indicative list is attached and the definitive list of 20 ports will be agreed during the kick-off meeting). References to the provisions of the ISPS Code will be specified for each of the measures studied or reviewed;

3. identify the potential vulnerabilities resulting from risk assessments carried out by the cruise operators (ship and port facility) and show to what extend how the security measures prescribed to mitigate the potential risks are implemented in practice. The best practices might be identified and listed.
The analysis will concentrate on access control measures regarding passengers, crew and port services personnel (i.e. boat men, ship suppliers and bunkering, pilots, dockers, excursion guides, taxi drivers etc.), notably during the calls in small ports, on screening measures of persons, luggage, bags and personal effects for dangerous devices or substances. The differences in the lists of prohibited items should be mentioned. The issue of checking the identification of all persons attempting to board the cruise ship (including crew members) should be envisaged. Realistic proposals to improve security measures for cruise ships or cruise terminals, if any, could be submitted but subject to a cost/benefit analysis.

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

A kick-off meeting will take place in Brussels, at the latest 20 days following the signature of the contract, in order to settle all the details of the study, reports, etc to be undertaken.

An inception report will be provided by the Contractor not later than 20 days after the kick-off meeting.

Following the inception report short monthly progress and planning reports will be provided by the Contractor at the end of each month.

The Contractor shall carry out and deliver at least two presentations on the development of the study before the Committee on Maritime Security (MARESEC) and the Stakeholders' Advisory Group on maritime security (SAGMAS) in Brussels: there will be one presentation after the Commission's acceptance of the interim report and another one, after the acceptance of the final report.

In case either the Commission or the Contractor deem it necessary for the purpose of the development of the study additional meetings between them may be arranged.

I.1.1. Interim report

The draft interim report showing progress of the work shall be submitted to the Commission at the latest 9 months after the date of signature of the contract. The Commission shall have forty-five days from receipt to approve or reject the report. Within 20 days of receiving the commission's observations, the Contractor will submit additional information or another report.

I.1.2. Final report

The contractor will submit a draft final report to the Commission at the latest 17 months after the signature of the contract. The Commission shall have forty-five days from receipt to approve or reject the report. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or another report.

The duration of the tasks shall not exceed 18 months. This period is calculated in calendar days.
Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of *force majeure*). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

Following the submission of the draft final study report, a meeting will be organised in Brussels to discuss the Commission’s observation. The exact date will be agreed upon with the Contractor.

4. **CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES**

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo\(^2\).

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the [Web Content Accessibility Guidelines 2.0](http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html) of the W3C.

For full details on Commission policy on accessibility for information providers, see: [http://ec.europa.eu/ipg/standards/accessibility/index_en.htm](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

Pdf. versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: [http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html](http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html)

4.1. **Content**

4.1.1. **Final study report**

The final study report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 6 page in any of the official languages of the EU;

- the following standard disclaimer:

  “*The information and views set out in this [report/study/article/publication…] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.*”

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\(^2\) The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu
- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

4.1.2. Publishable executive summary

The publishable executive summary shall be provided in one of the official languages of the EU and shall include:

- the following standard disclaimer:

  “The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

4.3. Graphic requirements

For graphic requirements please refer to the template available at Annex 4. The cover page shall be filled in by the contractor in accordance with the instructions provided in the template.

For further details you may also contact comm-visual-identity@ec.europa.eu.

ANNEXES

1. Tenderer ’s Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Standard Word template for studies
5. Draft Contract
6. Indicative list of ports
## ANNEX 1

### IDENTIFICATION OF THE TENDERER

(Each service provider, including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

**Call for tender MOVE/A4/2013/247**

<table>
<thead>
<tr>
<th>Identity</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
<td></td>
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<tr>
<td>Legal status of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
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<tr>
<td>Country of registration</td>
<td></td>
</tr>
<tr>
<td>Registration number</td>
<td></td>
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<tr>
<td>VAT number</td>
<td></td>
</tr>
<tr>
<td>Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance)³</td>
<td></td>
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<table>
<thead>
<tr>
<th>Address</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Address of registered office of tenderer</td>
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<tr>
<td>Where appropriate, administrative address of tenderer for the purposes of this invitation to tender</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Surname:</td>
<td></td>
</tr>
<tr>
<td>First name:</td>
<td></td>
</tr>
<tr>
<td>Title (e.g. Dr, Mr, Ms) :</td>
<td></td>
</tr>
<tr>
<td>Position (e.g. manager):</td>
<td></td>
</tr>
</tbody>
</table>

³ For natural persons
Telephone number:  
Fax number:  
E-mail address:  

<table>
<thead>
<tr>
<th>Legal Representatives</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Names and function of legal representatives</strong> and of other representatives of the tenderer who are authorised to sign contracts with third parties</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Declaration by an authorised representative of the organisation⁴</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</td>
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</table>

<table>
<thead>
<tr>
<th>Surname:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First name:</td>
<td></td>
</tr>
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⁴ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.
ANNEX 2

DECLARATION OF HONOUR ON EXCLUSION CRITERIA
AND ABSENCE OF CONFLICT OF INTEREST

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

➢ 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 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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5 This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

ANNEX 3
POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor

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]

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

7 To be filled in and signed by each of the partners in a joint tender, except the lead partner;
ANNEX 4

STANDARD WORD TEMPLATE FOR STUDIES
ANNEX 5

DRAFT CONTRACT
ANNEX 6

INDICATIVE LIST OF PORTS