



EUROPEAN COMMISSION
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs
Modernisation of Single Market
Professional Qualifications and Skills

CALL FOR TENDERS

No *573/PP/GRO/IMA/16/1131*

**STUDY OF THE IMPACT OF LIBERALISATION OF
ACCESS TO CERTAIN PROFESSIONS ON THE QUALITY
OF SERVICES PROVIDED**

Open procedure

TENDER SPECIFICATIONS

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1. TECHNICAL SPECIFICATIONS

1.1. DESCRIPTION OF TASKS

1. Rationale and objectives

About 22% of the labour force in the European Union (47 million people) can be considered as working in a regulated profession. This percentage ranges from 15% in Sweden and Denmark up to 33% in Germany. It amounts to 25% or more in Croatia, Ireland, the Czech Republic and Slovakia.¹

Regulation of professions is often justified by national authorities on the basis, among other things, of quality considerations, i.e. the extent to which the quality of the services delivered would be guaranteed by their legislation.

The research on the impact of reforms in legislation restricting the access to and/or the exercise of regulated professions onto the quality of services delivered appears complex and so far not to be sufficiently developed at EU level. Existing studies mostly focus on their effect on business' productivity and job creation, as well as better prices for consumers.²

The requested analysis will contribute to improving economic evidence on the effects of regulation of restrictions to access to and pursuit of certain regulated professions. This analysis will focus on the quality of the services provided in specific professions and countries, and the way regulatory changes may have affected that quality.

It will support the Single Market Strategy action announced in October 2015 and its follow-up, i.e. guidance identifying reform needs in Member States, showing how Member States perform in terms of enabling or restricting access to and/or the exercise of certain regulated professions.³

The study will also respond to the calls for microeconomic impact evaluation of reforms and support the Commission's policy objectives in the context of the European Semester.⁴

Finally the study should complement and add to the lessons learnt from the four independent studies published in October 2015 by the European Commission, which assessed the economic effect of reforms of regulatory requirements regarding access to and exercise of professions in four different Member States.⁵

The findings will be for internal use in the first place as regards the methodology and indicators but would also be published if the specific case studies of recent reforms are found relevant.

¹ According to a survey conducted in April 2015 in the 28 Member States. Source: TNS 2015.

² See publications listed in Annex C.

³ See COM(2015) 550 final; Section 2.3. *Making the market without borders for services a practical reality*. "The Commission will therefore propose, through periodic guidance, specific actions to improve access to, and the exercise of, regulated professions at national level and across the EU. These actions will identify concrete reform needs for specific Member States. This exercise will consider all issues relating to access to and the exercise of regulated professions."

⁴ See http://ec.europa.eu/economy_finance/economic_governance/the_european_semester/index_en.htm.

⁵ See http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8525&lang=en. This study was also done to support the mutual evaluation process and to underpin the follow-up actions on regulated professions presented in the Single Market Strategy, based on empirical evidence.

2. *Scope of the analysis*

• **Regulated professions selected**

The analysis must focus on at least six regulated professions, at least two from Group A and maximum four other professions, such as those mentioned in Group B, as listed in Table 1.

Table 1: Indication of regulated professions to be analysed

- Group A:
 - Architects (NACE Rev.2: 71 – ISCO-08: 2161)
 - Civil engineers (NACE Rev.2: 42 – ISCO-08: 2142)
 - Legal professions (NACE Rev.2: 69 – ISCO-08: 2611)
 - Accountants (or tax advisers) (NACE Rev.2: 69 – ISCO-08: 2411)
- Group B:
 - Real estate agents (NACE Rev.2: 68 – ISCO-08: 3334)
 - Tourist guides (NACE Rev.2: 79 – ISCO-08: 5113, 4221)
 - Craft professionals in construction, other than electricians (NACE Rev.2: 41 - 43 – ISCO-08: 7111, 7115, 7411, 7126, etc.)
 - Electricians (NACE Rev.2: 43 – ISCO-08: 7411)
 - Driving instructors (NACE Rev.2: 85 – ISCO-08: 5165)
 - Pharmacists (NACE Rev.2: 86 – ISCO-08: 2262)
 - Sport instructors (NACE Rev.2: 93 – ISCO-08: 3422)
 - Hairdressers / beauticians (NACE Rev.2: 96 – ISCO-08: 5141, 5142)

Attention: Group B is not limitative. If a relevant reform is found in another profession in the recent period, then it can be analysed too.

• **Geographical coverage**

For each profession selected, the case should be analysed for one Member State. Countries should be different from one analysis of profession to the other and feature a significant regulatory reform, expectedly accompanied by a significant impact on the quality of services delivered.

As far as possible, the cases should be selected from different parts of the EU -north, south, east and west- and refer to different models in terms of regulating professional activities. In particular, the different forms of regulation for professional activities to be addressed in this analysis are: (1) reserves of activities; (2) protected titles (without reserves of activities); (3) mix of regulations mentioned above; (4) other restrictions (see Table 3).

An indicative list with concrete examples of reforms is presented in Annex B.⁶ The full data set is publicly available on line, in the database of regulated professions: <http://ec.europa.eu/growth/tools-databases/regprof/>

⁶ See also "Sector reports" presented on https://ec.europa.eu/growth/single-market/services/free-movement-professionals/transparency-mutual-recognition_en.

3. Tasks 1 to 3: Defining and testing key quality indicators

• Task 1: Defining key quality indicators

A methodology should be proposed to develop, for each profession selected, at least two key indicators pertinent to measuring and assessing the quality of service provision. These will be defined in association with the Commission.

Available literature and data usually point to the following measures of quality:⁷

- Peer ratings and self-report by professionals
- Consumer reactions (consumer complaints, malpractice suits, indirect measure: - professional liability-insurance premia charged to professionals for providing those services)
- Substitution effects (i.e. buying DIY supplies)
- Direct outcome, i.e. objective quality indicators

This analysis should primarily focus on **consumer reactions**⁸ and **direct outcome**. Table 2 presents a preliminary and indicative list of potential indicators, to be confirmed, adapted and further elaborated by the contractor.

Service availability as such, which could be measured by the number of professionals / total population ratio (or divided by total number of customers) and give an indication of the quality of services, has not been mentioned in this indicative table.

Table 2: Indicative list of potential service quality indicators

<u>Profession</u>	<u>Indicative service quality indicator</u>
- Accountants / tax advisers	-> Customer complaints / satisfaction data, measures of correct tax return demands, number and outcome of appeal procedures in tax matters, (professional liability) insurance premia, etc.
- Lawyers	-> Customer complaints / satisfaction data (incl. accessibility and procedural aspects), duration of procedures, disciplinary proceedings against lawyers, malpractice suits, negligence claims against law firms; insurance premia, etc.
- Architects	-> Customer complaints / satisfaction data, environmental quality, construction's delays, serious hidden defects rate, failures rate, insurance premia, etc.
- Civil Engineers	-> Customer complaints / satisfaction data, rate of defective / collapsed constructions, insurance premia, etc.
- Craft professionals in construction	-> Customer complaints / satisfaction data, construction's delays, fires or floods occurrences, insurance premia, etc.
- Real estate agents	-> Customer complaints / satisfaction data, insurance premia, etc.
- Tourist guides	-> Customer complaints / satisfaction data, specific knowledge, insurance premia, etc.
- Electricians	-> Customer complaints / satisfaction data, fires and electrocutions occurrences / defects rate, insurance premia, etc.

⁷ See references in Annex C.

⁸ The level of customer satisfaction depends on criteria such as the access to information; the level of knowledge / expertise of the professionals; the ability to see or make a difference between qualified and non-qualified professionals (for countries having title protection); the cost of those professional services given the nature of the tasks, including the most simple ones (the price / quality ratio); the reliability and responsiveness of the service provider; the level of professional ethics and empathy; and the relative position on the market (monopoly, oligopoly or real competition).

- Driving instructor	-> Customer complaints / satisfaction data, examination's success rate, waiting time until next exam in case of failure, car accidents, insurance premia, etc.
- Pharmacists	-> Patient complaints / satisfaction data, pharmacy mistakes or medication errors records, insurance premia, etc.
- Sport instructors	-> Customer complaints / satisfaction data, public health and sport performance indicators (obesity or cardiovascular diseases, competitions won, etc.), insurance premia, etc.
- Hairdressers / beauticians	-> Customer complaints / satisfaction data, insurance premia, etc.

- **Task 2: Testing key quality indicators**

These key indicators should then be tested and implemented for each of the selected professions in one country per profession, where significant reforms on the access to and the exercise of regulated professions have occurred in (relatively) recent years.

The most important restrictions impacting the access to and exercise of regulated professions are listed in Table 3.⁹

Table 3: Restrictions impacting the access to and exercise of regulated professions

1. Exclusive or shared reserved activities
2. Protection of the title
3. Education requirements / *examples*:
 - 3.1. *Years of education and training*
 - 3.2. *Number of pathways to obtain qualifications*
 - 3.3. *Existence of mandatory traineeship*
 - 3.4. *Obligation to have professional experience to get full capacity*
 - 3.5. *Existence of mandatory state exam*
4. Compulsory membership or registration in professional body
5. Existence of quantitative restrictions / *examples*:
 - 5.1. *Limitation to the number of licences granted*
 - 5.2. *Territorial validity of the professional qualification*
 - 5.3. *Age restriction*
6. Continuous professional development obligations
7. Restriction on corporate forms / *examples*:
 - 7.1. *Shareholding requirements*
 - 7.2. *Voting rights control*
 - 7.3. *Prohibitions on joint exercise of professions*
 - 7.4. *Prohibitions on joint exercise of professions*
 - 7.5. *Incompatibilities of activities for a professional*
8. Professional indemnity insurance
9. Additional authorisation requirements

The methodology and indicators should be applied in order to assess the impact the reform has had on the level of services quality. **Comparisons** should be made between the situation recorded **two years before** the entry into force of the reform **and** that recorded **five years after the entry into**

⁹ Source: European Commission. Based on the experience of the mutual evaluation exercise, the case law on the recognition of professional qualifications and previous similar exercises.

force of that reform, in so far as the reform is not more recent than 2011. Otherwise a shorter timeframe may be considered.

The methodology proposed should help disentangle these effects from other events that happened in the same period of time, within the selected profession and country.

- **Task 3: Analysis of relations with other variables**

Finally the study should highlight any links between the developments in regulatory framework and quality on the one hand, and the following economic indicators on the other hand, to the extent possible:

- enterprise creation / turnover: entry / exit / survival rates
- employment creation / profile, incl. number of qualified professionals per 100,000 inhabitants or 1,000 customers (indicating service availability), age and gender distribution, nationals vs non-nationals, etc.
- price levels (including variability)

4. Data sources and reporting period

The contractor should take into account, build on and avoid duplication with already available analyses, as published on the Europa website¹⁰ and as referred to in Annex C.

The required analysis should be based on authoritative data sources, including Eurostat and national statistics institutes, and presented for each profession and country analysed.

Reliable sources of relevant data must be utilized to produce the quality indicators and to collect relevant data, at international, national and industry / profession levels. Consumer survey findings and information provided by consumer organisations should be covered. For certain professions and data (accidents at work), consulting employees associations may be useful too.¹¹

The period covered may vary from one sector to the other, as well as across the EU, depending on the reforms undertaken in the analysed Member States. The analysis should mainly focus on developments in the last 20 years, bearing in mind specific and relevant developments.

As stressed above comparisons should be made between two years before the entry into force of the reform and five years afterwards.

5. Other remarks

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to the Directive 2014/24/EU.

¹⁰ See https://ec.europa.eu/growth/single-market/services/free-movement-professionals_en and https://ec.europa.eu/growth/single-market/services/economic-analysis_en.

¹¹ See list of associations in Annex D.

1.2. BACKGROUND

"Given its importance to the economy and labor market, occupational licensing is an institution that has largely been ignored as a factor that may influence employment, wages, prices, innovation, access, and quality. (...) The arguments for occupational licensing policies are that purveyors of a service have greater information about the quality of the service and can take advantage of consumers over both price and quality. (...) Overall, current analytical research shows few significant benefits of occupational regulation for consumers and no major effect on the quality of service received by consumers or on the demand for the service, other than through potential price effects."¹²

Evidence regarding the impact of reforms on the quality of services is rather limited in Europe. Such research has been conducted for many years in the US and has generated key results to assess the effect the existence or absence of regulation can have on the quality of services provided. Until now, at EU level, published studies have focused mainly on the impact reforms have had on business and job creation, as well as better prices for consumers.¹³ The sparse and fragmented nature of available data may explain the difficulty to assess the real effects of reforms within regulated professions and hence to shape these reforms in a well-informed manner.

Against this background, this analysis is expected to fill the gaps and to provide the information needed to support the Single Market Strategy action on the guidance identifying reform needs in Member States, as well as the Commission's policy objectives in the context of the European Semester.

¹² See Kleiner (2015).

¹³ See Koumenta M., Humphris A. (2015), Pagliero M. (2015), and other publications listed in Annex C.

ANNEX A: ACTIVITIES INCLUDED IN SOME REGULATED PROFESSIONS**Accountancy**

Book-keeping /Drawing up annual financial statements and consolidated financial statements for undertakings
Tax advice
Representation and assistance before administrative authorities (Tax authorities)
Payroll services
Others

Architecture

Architectural Design and planning, feasibility studies
Examination of design and related documentation
Preparation/ submission/ signing of technical control and compliance /permit related documentation or certification of project and adhering to building legislation / standards of performance, quality, cost and safety
Construction cost management, monitoring of construction /execution including supervision of other related professionals/ inspection of execution
Urban/ territorial planning/ design
Landscape Architecture
Interior design / preparation of documentation for interior decoration
Others

Civil engineering

Design and planning, feasibility studies
Representation for obtaining permits (signature of designs)
Tender and contract administration
Project management including monitoring of execution and construction cost management
Planning and management maintenance; survey of sites
Others

Legal services

Representation of clients before courts - <i>(this covers cases where representation of clients before courts is reserved in general or only before some specific courts.</i>
Legal advice (including in tax matters)
Drawing up legal documents (such as contracts, real estate transactions and wills and preparing statements of legal opinions)
Representation before administrative authorities (including tax authorities)
Others

Real estate agents

1. Technical specifications

Establishing and facilitating contacts and negotiations with tenants and owners, arranging the sale, purchase, rental and lease of real property
Obtaining information about properties to be sold or leased, the circumstances of their owner and the needs of prospective buyers or tenants
Showing properties to be sold or leased to prospective buyers or tenants and explaining terms of sale or conditions of rent or lease
Drawing up leasing and sale agreements and estimating costs
Arranging signing of lease agreements and transfer of property rights
Others

Tourist guides

Accompanying and guiding tourists on cruises and sightseeing tours
Accompanying and guiding visitors through specific places of interest such as museums, exhibitions, theme parks, factories and other industrial establishments
Others

ANNEX B: EXAMPLES OF NATIONAL REFORMS FOR CERTAIN REGULATED PROFESSIONS¹⁴

Accountants and tax advisers:

- Greece: liberalisation of auditing profession in 1992, introducing competition between auditors in the market for statutory audits. More recently, Law 3919/2011 replaced licensing by an announcement of commencement of activity: the determination of the fee is now a result of free trading.
- France liberalised the sector in 2010 (*loi 2010-853 du 23 juillet 2010*): the rules governing the exercise of the "expert-comptable" profession have been relaxed. It is now possible for accountants to carry out acts of trade and handling of funds on an ancillary basis. The enlargement of advisory mission originally planned was ultimately reduced to the opportunity to assist individuals in their tax returns. Further steps were taken in 2015 (*LOI n° 2015-990 du 6 août 2015 pour la croissance, l'activité et l'égalité des chances économiques*).

Legal professionals:

- Italy liberalised prices in 2006 to facilitate young professionals' entry.
- Poland liberalised the access to the profession -lawyers and legal advisers- in 2005. The changes in regulation of this profession included: extending the number of professions in association or partnership with whom advocates and legal advisors can exercise their profession; opening of the advocate and legal advisor profession to other professions and also to holders of degrees of academic Professor and PhD in law; opening a possibility for legal advisor to represent clients in criminal trials.
- The Netherlands liberalised notaries in 1999, deregulating fees and providing for a greater freedom of establishment.
- The UK liberalised advertising practices by solicitors in 1984 – 1987. Advertising in all media became permitted and mail shots were no longer classified as touting.

Architects:

- In Ireland, in 2007 a register was introduced for architects and civil engineers alongside title protection. Further in 2014, they also underwent regulatory changes to introduce reserves on closely related activities.
- The professions of architect and engineer are regulated in Poland by way of reserved activity. Poland has reduced the duration of required professional practice from three to two years.
- In Slovakia the different categories of architectural 'sub-disciplines' (interior design, urban design, landscaping and architecture) have been abolished to merge into one, complex professional

¹⁴ See also the Staff working document accompanying the Single Market Strategy Communication, Transparency exercise's sector reports and country-based case studies available on-line: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52015SC0202>; http://ec.europa.eu/growth/single-market/services/free-movement-professionals/transparency-mutual-recognition_en; http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8525&lang=en

authorization to allow for specialization of a group of professionals who have a specific education and practice a separate profession.

Civil engineers:

- In Ireland, in 2007 a register was introduced for architects and civil engineers alongside title protection. Further in 2014, they also underwent regulatory changes to the introduce reserves on closely related activities.
- In Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Lithuania, Luxembourg, Slovenia and Slovakia, reforms are being considered or ongoing.

Craft professionals:

- Germany: 2004 reform in the form of an amendment to the German Trade and Crafts Code, which combined licensing and registration.
- Slovenia undertook a reform in 2013, where the requirement for a craft licence was reduced from 64 to 25 craft activities which remain regulated.
- Luxembourg: reform of the right of establishment in 2011.

Real estate agents:

- This profession has been regulated since 2011 in Ireland, resorting to title protection and a high level of reserves.
- The Netherlands fully liberalised the sector in 2001.

Tourist guides:

- In France, this profession has been subject to a reform in 2011, merging together 4 professions (national lecturer, national guide-interpreter, local guide-interpreter, guide lecturer for art and historical towns) into one.
- In Portugal, the profession of tourist guide was regulated until 2011 when following a major reform on regulated professions all professions related with tourism were deregulated.
- The Czech Republic deregulated the profession in 2008. An educational programme, including a bachelor at university level is available.
- In Greece, the Law 3919/2011, followed by Law 4093/2012, provided for licensing to be replaced by an announcement of commencement of activity accompanied by submission of the necessary supporting documents to the competent authority.

ANNEX C: NON-EXHAUSTIVE LIST OF AVAILABLE LITERATURE

- European Commission (2015): "The effects of reforms of regulatory requirements to access professions: country-based case studies". http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8525&lang=en
- Koumenta M., M. Pagliero (2016), "Measuring Prevalence and Labour Market Impacts of Occupational Regulation in the EU"
- European Commission (2014), "The Economic Impact of Professional Services Liberalisation", ECFIN Economic Paper No. 533
- Roth C., E. Ramlow (2016), "Fencing Out Opportunity", Wisconsin Institute for Law & Liberty
- Koumenta M., A. Humphris (2015), 'The Effects of Occupational Licensing on Employment, Skills and Quality: A Case Study of Two Occupations in the UK', Queen Mary University of London
- Pagliero M. (2015), 'The effects of recent reforms liberalising regulated professions in Italy', University of Turin & Carlo Alberto College
- Athanassiou E., Kanellopoulos N., Karagiannis R., Kotsi A. (2015), 'The effects of liberalisation of professional requirements in Greece', Centre for Planning and Economic Research (KEPE), Athens
- Rostam-Afschar D. (2015), 'Regulatory Effects of the Amendment to the HwO in 2004 in German Craftsmanship', Free University Berlin and German Institute for Economic Research (DIW Berlin)
- Kleiner M., A. Marier, K. Won and C. Wing (2016), "Relaxing Occupational Licensing Requirements: Analyzing Wages and Prices for a Medical Service"
- Stráský J., OECD (2016), "Priorities for completing the European Union's single market" (OECD's Single market economics department working papers No. 1315)
- Kleiner M. (2015), "Guild-Ridden Labor Markets: The Curious Case of Occupational Licensing"
- Koumenta M., A. Humphris, M. Kleiner and M. Pagliero (2014), "Occupational Regulation in the EU and UK: Prevalence and Labour Market Impacts"
- Kugler and Sauer (2005), "Doctors without Borders? Relicensing Requirements and Negative Selection in the Market for Physicians"
- Kleiner and Kudrle (2000), "Does regulation affect economic outcomes? The case of dentistry", Journal of Law and Economics, 43
- Gross S. (1986); "Review of some measures copied from Professional Licensure and Quality": The Evidence
- Carroll S.L. and R.J. Gaston (1983), "Occupational licensing and the quality of service, An overview", as published in "Law and Human Behavior"; September 1983, Volume 7, Issue 2, pp 139–146
- Carroll, S.L. and R.J. Gaston (1981), "Occupational restrictions and the quality of service received: Some evidence", Southern Economic Journal
- Maurizi (1980a), "The impact of regulation on quality: The case of California contractors", Occupational Licensure and Regulation (S. Rottenberg ed.), American Enterprise Institute for Public Policy Research, Washington D.C.
- World Bank Group (2016), "EU Regular Economic Report – 3: Growth, Jobs and Integration: Services to the Rescue"

ANNEX D: INDICATIVE LIST OF RELEVANT CONTACTS

- **Professional associations**

<u>Professions</u>	<u>Professional association</u>
Accountants / tax advisers	European Federation of Accountants and Auditors for SMEs
Lawyers	Conseil des barreaux européens (CCBE)
Architects	Architects' Council of Europe, European Network of Architects' Competent Authorities
Civil Engineers	European Association of Geoscientists and Engineers, European Council of Engineers Chambers, European Federation of National Engineering Associations (FEANI)
Craft professionals in construction	European Construction Industry Federation (FIEC)
Real estate agents	CEPI-CEI European Association of Real Estate Professions
Tourist guides	European Federation of Tourist Guide Associations

+ all national based professional associations

- **Consumer associations**

- BEUC: <http://www.beuc.eu/>

- National consumer organisations – see: <http://www.beuc.eu/beuc-network/our-members>

- **Employees associations**

For each sector, find the relevant contacts through the European sectoral social dialogue website of the European Commission: <http://ec.europa.eu/social/main.jsp?catId=480&langId=en>

- **Eurostat**

<http://ec.europa.eu/eurostat/web/main/home>

- **National statistics offices**

<http://ec.europa.eu/eurostat/web/links>

1.3. REPORTS AND DOCUMENTS

The Contractor is to provide the required reports and documents in accordance with the conditions of the standard service contract appended in Annex **Error! Reference source not found.**

In addition, the Contractor is required to draft the minutes of the meetings with the Commission referred to below.

Finally, the Contractor will be asked by the Commission to present its findings in at least one, maximum two, meeting(s) with the Member States and/or stakeholders. The dates of these meetings will be communicated in due course.

- Weekly updates and meeting reports

The Contractor shall briefly update the Commission about the progress of their work, on a weekly basis, sending an email to the official in charge of the contract.

The Contractor shall draft in English and submit for approval by the Commission the minutes of the meetings with the Commission, within 5 working days after the meeting.

The Commission will send its comments within 5 working days after reception of the draft minutes. If the Commission has not reacted within this period, the draft minutes shall be deemed to have been approved.

- Kick-off meeting

The kick-off meeting shall take place within 3 weeks of the signature of the contract.

The objective of the kick-off meeting is to ensure a mutual understanding of the contractor's plan of action and timeline for carrying out the provisions contained in the terms of reference.

In this meeting the contractor shall provide the Commission with the following information in writing:

- A description of the envisaged methodology and the steps to be taken with a view to completing the work; and an explanation of the difficulties faced and/or anticipated;
- A detailed description of the contractor's plan of action and timeline for carrying out the provisions contained in the terms of reference.

- Interim report

The interim report shall be submitted in English in Word / .docx format by the contractor to the Commission within 3 months after the date on which the contract entered into force, accompanied by data and statistics in Excel / .xlsx format.

The interim report shall include at least the following:

- The output of tasks 1, 2 and 3 identified in paragraph 1.1;
- The presentation of the data and information collected so far.

In case of difficulties to collect the necessary data and information, the contractor shall make a clear proposal on how to address this situation.

A meeting to discuss the interim report will be organised at the earliest 10 working days after reception of the report by the Commission. The exact date will be agreed between the Commission and the contractor.

The Commission will comment on the document submitted within 30 days after the date of its reception. If the Commission has not reacted within this period, the interim report shall be deemed to have been approved.

- Final report and executive summary

The draft final report shall be submitted by the contractor to the Commission within 5 months after the date on which the contract entered into force.

The draft final report in Word format shall include all the deliverables specified in paragraph 1.1, supported by data tables, in Excel format.

A meeting to discuss the draft final report will be organised at the earliest 10 working days after reception of the report by the Commission. The exact date will be agreed between the Commission and the contractor.

The Commission will comment on the draft final report within 30 days after the date of its reception. Within 7 months from the date on which the contract entered into force, the contractor will submit the final report in its definitive form, taking full account of the observations made by the Commission on the draft final report, either by following them precisely or by explaining clearly why they have not been followed.

The final report shall also include:

- An abstract of no more than 200 words in English and French. The purpose of the abstract is to act as a reference tool helping the reader to quickly ascertain the report's subject.
- A powerpoint presentation in English covering the tasks specified in paragraph 1.1 and summarising the key findings.
- The following standard disclaimer:

“The information and views set out in this report 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 report. 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 Commission.

Together with the final report the contractor shall submit a publishable executive summary of maximum 6 pages in English and French. It shall provide information on the (i) purpose/motivation/problem statement, (ii) methodology/procedure/approach, (iii) results/findings and (iv) conclusion/implications /recommendations. It shall include:

- The following disclaimer:

“The information and views set out in this report 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 report. 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 Commission.

The Commission will accept the final report in its definitive form or comment on it within 30 days of its reception.

Should the Commission still not consider the final report acceptable, the contractor may be invited to amend it; in this case liquidated damages will be applied in accordance with Article II.15 [see Annex 6.2. “draft service contract”] of the contract. Should the Commission reject the final report, it may terminate the contract in accordance with Article II.18 [see Annex 6.2. “draft service contract”].

- The Contractor will be invited by the Commission to present its findings in at least one, maximum two, meeting(s) with the Member States and/or stakeholders, in month(s) 7 and/or 8, to be determined (see table below (*)).
- Details on quality requirements and timing regarding deliverables

Each deliverable will be submitted in 3 copies in paper version and in electronic format compatible with Word in English.

The contractor will have all deliverables verified by a person with a native or equivalent knowledge of the English language.

Where information that is not publicly available is provided by other institutions, associations or firms, the accuracy of this information, as expressed in the deliverable will have to be approved by those who have provided it to the contractor.

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.



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Actions/Deliverables	Timetable
Start date of the contract	Reference date
Interim report	Month B (ref. date + 3 months)

1. Technical specifications

Commission's acceptance	Month B + 30 days
Draft final report	Month C (ref. date + 5 months)
Commission's comments	Month C + 30 days
Final report	Month D (ref. date + 7 months)
Commission's acceptance:	Month D + 30 days

Time-line	Meetings	Reports	Approval of reports	Payments
Contract signature	Kick-off meeting (within 3 weeks after signature of the contract)			Pre-financing 30% (see 6.2. DRAFT SERVICE CONTRACT's para. I.5)
3 months after contract signature	Meeting on interim report (earliest 10 working days after reception of report)	Interim report		
4 months after contract signature			Approval of interim report (within 30 days after reception)	Interim payment 20% after the approval of the report (see DSC's para I.5)
5 months after contract signature	Meeting on draft final report (earliest 10 working days after reception of report)	Draft final report		
6 months after contract signature			Comments on draft final report (within 30 days after reception)	
7 months after	Meeting,	Final report		

1. Technical specifications

contract signature	presentation of the findings to Member States and/or stakeholders (*)			
8 months after contract signature	Meeting, presentation of the findings to Member States and/or stakeholders (*)		Approval of the final report (within 30 days after reception)	Balance 50% after the approval of the final report (see DSC's para I.5)

2. CONTRACTUAL CONDITIONS

2.1. NATURE OF THE CONTRACT

Study of the impact of liberalisation of access to certain profession on the quality of services provided analysing the effect of reforms in legislation restricting the access to and/or the exercise of regulated professions onto the quality of services, focusing on at least six regulated professions in six different Member States.

2.2. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on the date on which it is signed by the last contracting party.

It is expected to be signed in April 2017.

The duration of the tasks shall not exceed 8 months.

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

2.3. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.4, I.5 & II.21 of the draft service contract (Annex **Error! Reference source not found.**).

The payment scheme will consist of

- one pre-financing of 30 %,
- one interim payment of 20 %
- and the balance of 50%.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.5, II.21, II.22 and II.23 and in Annex I to the draft contract referred to above.

The Commission reserves the right to pay less than the amount foreseen in article I.4.1 of the contract according to tasks performed.

2.4. GUARANTEES

The Contractor may be required to provide a guarantee for pre-financing of 30% of the amount specified under I.4.1 of the contract, in compliance with article II.21.5 of the draft contract. The Commission reserves the right to cancel the pre-financing foreseen, according to its management

3. Administrative information concerning the invitation to tender

risk analysis or in the case the awarded tenderer refuses such pre-financing guarantee, and to modify the final version of the contract accordingly.

A model guarantee is provided in annex 6.2 of these tendering specifications.

2.5. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

2.6. SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s).**

At the level of the liability towards the Commission, tasks provided for in the contract may be entrusted to subcontractors, but **the contractor retains full liability towards the Commission for performance of the contract as a whole.**

Accordingly:

- The Commission will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
- The Commission will privilege direct contacts with the contractor, who is responsible for executing the contract;
- Under no circumstances can the contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault. The contractor remains notably fully responsible for timely execution.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Commission. **The subcontracting arrangement between the contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the Commission to the subcontractor.**

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in paragraph 3.3, in particular article II.24 of the standard service contract by returning the form in annex 6.4, filled in and signed (insert in e-Submission under: "Qualification" -> "Identification of the tenderer" under "Documents").

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.24 of the standard service contract (Annex **Error! Reference source not found.**) may be applied to sub-contractors.

3. Administrative information concerning the invitation to tender

Once the contract has been signed, Article II.10 of the above-mentioned service contract shall govern the subcontracting.

Special attention of tenderers is brought to Article II.10.4, according to which the contracting authority may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1.

2.7. JOINT OFFERS

A joint offer is a situation where an offer is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards the Commission in executing a supply, service or works contract.

The Commission will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a grouping to adopt a given legal form **before the contract is signed** if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The documents required and listed in the present specifications must be supplied by every member of the grouping; the checklist in annex 6.7 will help verifying the level of information to be provided according to the role of each entity in the tender.

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

To this end all members of the grouping should sign a **power of attorney** (see models in annex 6.5). This document must be scanned and included in the offer (Qualification" -> "Identification of the tenderer" under "Documents"). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

The expression "joint tender leader" in the e-Submission application is equivalent to "Group Leader" or "Group Manager" in the document of power of attorney.

The offer (Tender Preparation Report) has to be signed by the joint tender leader (hand or electronic signature, as explained in point 1.9 of the Annex to Invitation to Tender: e-Submission application).

Partners in a joint offer assume joint and several liability towards the Commission for the performance of the contract as a whole.

Statements, saying for instance: "that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest", or "that more than one contract should be signed if the joint offer is successful", are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

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

3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of a contract notice in OJ S.

3.1. DATE AND PLACE OF OPENING OF THE TENDERS

The received electronic tenders will be opened at 10.30 on **15.02.2017**

at the following location:

Office address:

DG GROWTH
Avenue de Nerviens 105
1st floor, meeting room N-105 01/80
B-1049 Brussels, Belgium

An **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending an e-mail GROW-E5@ec.europa.eu at least 48 hours in advance. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf. **On the day of opening the representatives of tenderers should present the tender receipt confirmation sent by e-Submission application in order to be allowed to the opening meeting.**

The economic operators who submitted an offer and whose representative was not present at the opening meeting may send any information request GROW-E5@ec.europa.eu. They will be informed per e-mail if their offer was admissible as well as of the identity of the other tenderers

3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

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

Before the final date for submission of tenders:

- Upon request, the contracting authority may provide additional information solely for the purpose of clarifying the procurement documents.

Any request for additional information must be made in writing only through the e-Tendering website at <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2003> in the "questions and answers" tab, by clicking "create a question".

3. Administrative information concerning the invitation to tender

- The contracting authority is not bound to reply to requests for additional information received less than six working days before the final date for submission of tenders.
- The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents.
- Any additional information including that referred to above will be posted on the e-Tendering website indicated above. The website will be updated regularly. It is the responsibility of the tenderer to check regularly for updates and modifications during the submission period.

After the opening of tenders :

- The Commission shall contact the tenderer in order to correct obvious clerical errors or to require confirmation of a specific or technical element, except in duly justified cases. This shall not lead to changes in the procurement documents or substantial changes to the terms of the submitted tender.

3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

The present procurement documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (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, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015., as well as its Rules of Application (Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012, amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015.

Participation in procurement procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. It is also open to international organisations.

Where the Plurilateral Agreement on Government Procurement (GPA) concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions laid down therein.

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

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

Submission of a tender implies acceptance of the terms and conditions set out in the procurement documents and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.

3. Administrative information concerning the invitation to tender

The Commission shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

Variants are *not* allowed.

3.4. NO OBLIGATION TO AWARD THE CONTRACT

This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may cancel the award procedure. This decision must be substantiated and the tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Commission decides not to award the contract.

3.5. DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the European Commission, DG GROW.E5. Details concerning processing of your personal data are available on the privacy statement at the page http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

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

Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation. For more information, see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm)

3.6. OPPORTUNITIES FOR SMALL AND MEDIUM SIZED ENTERPRISES

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

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

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<http://een.ec.europa.eu/content/advice-eu-law-and-standards>

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

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

4. FORM AND CONTENT OF THE TENDER

4.1. HOW TO SUBMIT A TENDER

Tenderers shall observe precisely the indications in point 1 and 2 of the invitation to tender, as well as in the Annex to Invitation to tender: "e-Submission application" in order to ensure their tenders are admissible. **Only electronic submission through e-Submission application is allowed for this call.**

Offers sent on paper, by e-mail or by fax will be non-admissible.

Evidence of timely receipt will be constituted by the timestamp in the tender receipt confirmation which will be sent to your e-Submission mailbox.

Receipt after the deadline will lead to the non-admissibility of the tender and its rejection from the award procedure for this contract.

4.2. STRUCTURE OF THE TENDER

- Tenders shall be perfectly legible so there can be no doubt as to words and figures.
- Tenders shall be clear and concise.
- Tenders shall be written in one of the official languages of the European Union.
- Tenders shall include the information and documents requested by the Commission in order to assess the tender. In order to help tenderers presenting a complete tender, a checklist of the documents to be submitted is provided in annex 6.6. This checklist does not need to be included in the tender, but it is encouraged to use it in order to ease the assessment of the tenders;
- Prices shall be established in euros.

All tenders must be presented in five sections:

Section	Where to insert in e-Submission
Section one: Administrative information	" Qualification " → "Identification of the Tenderer" → "[Party Name]"
Section two: Exclusion and selection criteria form	Qualification → "Identification of the Tenderer" → "[Party Name]"
Section three: Evidence relating to the selection criteria	" Qualification " -> "Selection Criteria" -> "Financial and Economic Capacity" -> "[Party name]" " Qualification " -> "Selection Criteria" -> "Technical and Professional Capacity" -> "[Party name]"
Section four: Technical Offer – Addressing technical specifications and award criteria	" Tender " → "[name of Call for Tender/ Lot name]"
Section five: Financial Offer	" Tender " → "[name of Call for Tender/ Lot name]"

4.2.1. Section One: Administrative information

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

Whichever type of bid is chosen, the tender shall stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract (see 2.6 and 2.7).

A. In the e-Submission application, tab "Qualification" -> "Identification of the Tenderer", the tenderers should fill out the required information (Identification info, Registration info, Fiscal info, Contact info, Power of representation), according to the type of bid. The information has to be completed for all entities participating in the bid, including subcontractor.

In addition, to identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

B. **The Legal Entity Form** shall be duly filled in and signed by a representative of the tenderer authorised to sign contracts with third parties. It should be uploaded under "Documents" in the section "Qualification" -> "Identification of the Tenderer".

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

The Legal Entity Form **shall be accompanied** with **the information** indicated in the form. When neither this form nor the evidence to be attached to them includes the following information, the tender must include:

For private and public entities:

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

For Individuals:

- Where applicable, a proof of registration, as prescribed in the country of residence, on one of the professional or trade registers or any other official document showing the registration number.

In case of a joint bid, all tenderers part of a joint tender must provide their legal entity files as well as the necessary evidence. For subcontractors a legal entity file shall be submitted, without evidence.

C. **The Financial identification form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banking institution, where the references account is held.

The form needs to be printed, filled in, signed and then scanned and uploaded in the section "Qualification" -> "Identification of the tenderer" -> "Documents".

The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

In case of a joint bid or a bid presenting subcontracting, only the leader is obliged to return the financial identification form (i.e. for a joint tender only one financial identification from the leading tenderer is required).

Economic operators already registered as a legal entity in the Commission (i.e. they are or have been contractors of the Commission) may refer to evidence provided for other procedures. In that end, the tender should indicate the references of the procedure concerned and the Commission department to which this evidence was provided.

4.2.2.

Section Two: The Exclusion and Selection Criteria Form

Tenderers or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

1. state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. state whether they fulfil the selection criteria

3. undertake to submit to the Commission any additional document relating to the exclusion/selection criteria, that the Commission considers necessary to perform its checks, within fifteen calendar days following the receipt of the Commission's request.

To this end, tenderers must fill in and sign the form in Annex 6.1 to these specifications.

The declaration(s) shall be signed by an authorised representative either with advanced electronic signature based on qualified certificates or by scanning and uploading a hand signed copy. The declaration(s) must be uploaded under "Qualification" → "Identification of the Tenderer" → "<'Member Name'>" → Tab "Documents"

If the declaration on honour is signed by hand, the original declaration must also be sent by post immediately after electronic submission of the tender.

Where the bid involves more than one legal entity (including subcontractors), each entity must provide the form.

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

Tenderers shall provide proof of their economic and financial capacity by submitting the documents stated under paragraph 5.2.2 below. In case of a joint tender/tender with subcontractors, the documents concerning each economic operator shall be submitted under the respective party name.

Documents certifying financial and economic capacity must be included in section "Qualification" -> "Selection Criteria" -> "Financial and Economic Capacity" -> "[Party name]" in the e-Submission application.

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

Proof of technical and professional capacity must be included in section "Qualification" -> "Selection Criteria" -> "Technical and Professional Capacity" -> "[Party name]" in the e-Submission application.

If evidence has already been provided for another procurement procedure and if the documents are up to date, reference can be made to the earlier procedure. The declaration on honour stating the reference of the procedure and the confirmation that there has been no change in the situation must be uploaded under "Qualification" -> "Selection Criteria".

4.2.4. *Section Four: Technical proposal*

The technical proposal needs to be uploaded in the section "Tender → <'name of Call for Tender' / 'Lot name'>" in the e-Submission application.

4. Form and content of the tender

The tenderer must select the "Technical Tender" from the dropdown box ("Financial Tender or Technical Tender"). The e-Submission application allows attachment of as many documents as necessary.

Tenderers shall include in their bids a **technical proposal addressing the aspects detailed in the technical specifications** in section 1.1.

The technical proposal shall comply with the technical specifications and provide, as a minimum, the information specifically requested.

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

- (a) methodology for implementation;
- (b) reasons for the proposed methodology;
- (c) where applicable, the link with previous activities and how they relate to the present tender;
- (d) project management and procedures for internal evaluation;
- (e) level of involvement and activity of other stakeholders;
- (f) role of each partner in case of a joint bid and/or use of subcontractors, the role of each partner and subcontractor in the implementation of the contract;
- (g) team proposed for implementation of the contract. The composition of the team, which will be implementing the project must be properly described. Team staff should be singled out by function (E.g. project managers, administrator, secretary, expert, technical assistant);
- (h) a plan of action with description of activities and their timing.

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

Please note that, to grant equal treatment of all tenders, **it is not possible to modify offers after their submission in relation to the technical and financial proposals.**

Please note that incomplete financial or technical proposals may have a considerable negative impact the evaluation on award criteria. Proposals deviating from the technical specifications risk to be considered as non-conform to the specifications.

Tenderers must provide a specific technical proposal for the service they are offering.

The technical specifications and the tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract.

4.2.5. *Section Five: Financial proposal*

A complete financial proposal, including the breakdown of the price, to be provided per category, as indicated in the tender specifications needs to be uploaded in section "Tender → <'name of Call for Tender' / 'Lot name'>" in the e-Submission application. The tenderer will need to select the "Financial Tender" from the dropdown box ("Financial Tender or Technical Tender").

The total price (including any options and renewals) needs also to be encoded directly in the e-Submission application (section "Tender → <'name of Call for Tender' / 'Lot name'>")

Tenderers must use the following format to formulate their financial proposal:

<i>Price component</i>	<i>Unit price</i>	<i>Quantity</i>	<i>Total</i>
Human resources			
Person X (role)			
Person Y (role)			
.....			
Subtotal (1)			
Other			
Item X			
Item Y			
.....			
Subtotal (2)			
TOTAL (1+2)			

The tenderer's attention is drawn to the following points:

- (1) prices must be expressed in euros;
- (2) **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT.** The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;

- (3) Prices shall not be conditional and be directly applicable by following the technical specifications.

- (4) **Prices shall be fixed** and not subject to revision

- (5) The reference price for the award of the contract shall consist of

the amount in payment of the tasks executed, as stated in Article I.4.1 of the contract.

In any case, this amount constitutes the maximum amount payable for the services performed.

4. Form and content of the tender

For each category of staff to be involved in the project, the tenderer must specify:

- the total labour costs;
- the **daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;
- other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided;
- Meetings with the Commission:

The Contractor will be required to attend at least four, maximum five, meetings on the Commission premises (in Brussels) including a kick-off meeting, two meetings organised after sending the interim and final draft reports, and at least one, maximum two, meeting(s) to present their findings to the Member States and/or stakeholders. The kick-off meeting is expected to be organised within 3 weeks after the signature of the contract. The interim meeting is estimated to be organised after reception of the interim report. The final meeting is expected to be organised after reception of the draft final report.

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

The Commission will reject tenders where no technical offers or financial offers are proposed. Non-compliance with the minimum requirements in section 1.1 will also result in rejection from award.

The Commission reserves the right, however, to request clarification of the tender after the opening. It may furthermore require (additional) evidence in relation to the administrative information, exclusion and selection criteria. The information required shall be provided within a time-limit stipulated in its request and under the conditions explained in section 3.3.

5. ASSESSMENT AND AWARD OF CONTRACT

The assessment will be based on the information provided in the tender. The Commission reserves the right to use any other information from public or specialist sources. This assessment will be performed by applying the criteria set out in these specifications. To award the contract, the assessment of admissible bids (see paragraph 1 of the Invitation to tender) will be carried out under exclusion, selection and award criteria, in no particular order.

The aim of this assessment is:

- (1) to verify compliance with the exclusion criteria as defined in article 106 and 107 of the Financial Regulation, in order to determine whether the tenderer can take part in the procedure and, where applicable, be awarded the contract;
- (2) to verify compliance with the selection criteria, technical and professional capacity and economic and financial capacity required by these specifications;
- (3) to verify compliance with the minimum requirements specified in the tender documents and to assess the technical and financial offer in relation to the award criteria, including compliance with the quality thresholds set in these specifications.

5.1. APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS

5.1.1. *Declaration*

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

1. not to be in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
2. to undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within 15 days following the receipt of the Commission's request.

5.1.2. *Grounds for disqualification*

In accordance with Article 107 of the Financial Regulation, a contract for a given procedure may not be awarded to an economic operator who:

- is in an exclusion situation established in accordance with Article 106;
- has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

5.1.3. Evidence

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence confirming the declaration referred to in paragraph 5.1.1 (for the details of requested documents please see directly the text of the declaration).

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Commission in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Commission services to check this evidence.

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

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

5.2. APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

If the economic and financial selection criteria are fulfilled by relying on a third party, the contracting authority may demand, if that tender wins the contract, that this third party signs the contract (becomes a contractor) or, alternatively, provides a joint and several first-call guarantee.

If the third party chooses to sign the contract, the contracting authority should ensure that it is not in exclusion situation and it has access to the market.

If several service providers are involved in the bid, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and have the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, the Commission reserves the right to request evidence of their economic and financial capacity, where the tasks subcontracted represent a substantial part of the contract.

5.2.1. Selection criteria

SELECTION CRITERIA

1. FINANCIAL AND ECONOMIC CAPACITY
<i>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</i>
<i>1.2 Sufficient financial capacity in relation to the pre-financing foreseen under the contract</i>
<i>1.3 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.</i>
2. TECHNICAL AND PROFESSIONAL CAPACITY
<i>a. Criteria relating to tenderers</i>
Tenderers must comply with the following criteria:
- 2.1 The tenderer must prove experience in analysing legislation in the (at least) six professions and Member States selected for the analysis and must prove experience in the field of legal studies.
- 2.2 The tenderer must prove experience in sectoral economic studies and impact assessments in the context of legislative / legal framework reforms
- 2.3 The tenderer must prove experience in desk research, interview and survey techniques, as well as presenting complex information in a clear and user-friendly manner
- 2.4 The tenderer must prove capacity to work and draft reports in English
<i>b. Criteria relating to the team delivering the service</i>
The team proposed by the tenderer(s) must possess as a minimum the following combination of qualifications:
- 2.5 Project Manager: At least 5 years of 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 and coverage, with experience in management of teams of at least 5 people. She/he must have experience with legal studies
- 2.6 Team for legal analysis: Each of the team members assigned to collect and analyse the legislation in a given Member State must have native or equivalent knowledge of the official language of that Member State. Each of the team members must have at least 3 years of professional experience in analysing legal information
- 2.7 Team for economic analysis: Each of the team members assigned to perform the economic analysis must have at least 3 years of professional experience in this field
- 2.8 Language quality check: At least two members of the team must have native or equivalent language skills in English, as confirmed by a certificate delivered by a

language school

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

5.2.2. *Evidence of the economic and financial capacity of the service provider(s)*

All tenderers shall provide proof of their economic and financial capacity by submitting the following documents:

- a) A full copy of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the tenderer;
- b) Alternatively to a), by filling Annex 6.3, consisting of an extract of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by an authorised representative of the tenderer.
- c) a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;
- d) Appropriate statements from banks or evidence of professional risk indemnity insurance, for legal entities facing the impossibility to fully present evidence a).

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraph 1 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that it complies with the requirements of the present call for tenders. In such a case, the tenderer shall indicate in the tender reference to the contract and Commission service for which the evidence has been provided, in order to allow the Commission services to check this evidence.

5.2.3. *Evidence of the technical and professional capacity of the service provider(s)*

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability as specified in paragraph 5.2.1.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents:

5. Assessment and award of contract

- List of relevant services provided in the past five years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution.

This evidence refers to selection criteria 2.1 to 2.4:

- The educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; The Europass curriculum vitae format (<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae>) shall be filled in and signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the tenderer will also be described. The CVs must specify:

- The different diplomas obtained (copies of which may be requested by the Commission where appropriate);
- Languages spoken;

This evidence refers to criteria 2.5 to 2.8:

- Expertise and experience relevant to the subject matter of the present invitation to tender. For the project leader, proof of experience in project management.

In addition, the tenderer is asked to provide any other documents required to assess the criteria above under points a) and b) of section 5.2.1. "Technical and professional capacity").

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by the Commission on its technical capacities and, if necessary, on its research facilities and quality control measures.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register, by a sworn declaration or certificate, by membership of a specific organisation, by express authorisation, or by entry in the VAT register.

5.3. APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)

The contract will be awarded to the **most cost-effective tender**. The following award criteria will be applied. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

• **Quality and relevance of the proposed methodology** (70 points)

Quality and relevance of the key indicators selected (35 points):

- extent of the access to reliable and relevant legal and economic data,
- strategy for defining the indicators (Task 1) and for compiling existing data and sector-specific information, conduct the necessary extractions, surveys and other investigations,
- relevance of the coverage proposed, in terms of professions, countries, regulatory regimes analysed, over a relevant period of time.

Quality of testing (35 points):

- based on the cases selected, the testing (Task 2) should rely on solid statistics and analysis, supported by reliable sources of data and existing literature and methods, or by own investigations with professional, consumer and workers associations, at the appropriate level (including through contacts at national and local levels),
- the causality and correlation analyses (Task 3) should also support this testing.

- **Organisation of the work** (20 points)

- This criterion will assess how the roles and responsibilities of the proposed team 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.
- The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.

- **Quality control measures** (10 points)

- This criterion will assess the quality control system applied to the service foreseen in the tender specifications concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of any member of the team.
- 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.

No	Qualitative award criteria	Weighting (maximum points)
1	Quality and relevance of the proposed methodology	70
1.1	Quality and relevance of the key indicators selected	35
1.2	Quality of testing	35
2.	Organisation of the work	20
3.	Quality control measures	10
Total number of points		100

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

Tenders scoring

*** less than 70% in the overall points total or**

*** less than 50% in the points awarded for a single criterion or sub-criterion will be excluded from the rest of the assessment procedure.**

Price award criterion
Total price

Tenders presenting a total price superior to the maximum amount of 286,000 € will be excluded from the rest of the assessment procedure.

The contract will be awarded to the tender which is the most economically advantageous on the basis of the ratio between the total points scored and the price.

Final Evaluation
Final score = (technical quality score [x 70%]) + (financial score x 100 [x 30%])
<i>Where the financial score = lowest total price/total price of the tender being considered</i>

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, may result in a significantly lower score. Where essential elements of these specifications are not expressively covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

The tender may be rejected as non-compliant, when the minimum requirements set in the specifications are not met.

5.4. INFORMATION FOR TENDERERS

The Commission will notify all tenderers of decisions reached concerning the outcome of the procedure, indicating the grounds on which the decision was taken. This also applies to a decision not to award a contract or to cancel the procedure.

The Commission will inform the rejected tenderers of the reasons for their rejection. Each tenderer who is not in an exclusion situation and whose tender is compliant with the procurement documents and who makes a request in writing, shall be informed of the characteristics and relative advantages of the selected tender, of the name of the successful tenderer and of the price or contract value.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between

them.

5.5. AWARD OF THE CONTRACT

The procurement procedure is concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to above shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

The Commission shall not sign the contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, counting from the day after simultaneous dispatch of the notification by electronic means to all tenderers (successful and unsuccessful).

After the award, during standstill period, the Commission will request to the tenderer proposed for award the evidence on exclusion criteria defined in section 5.1.3. If this evidence was not provided or proved to be unsatisfactory the Commission reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

6. ANNEXES

ANNEXES

6.1. EXCLUSION AND SELECTION CRITERIA FORM (INVITATION TO TENDER No 573/PP/GRO/IMA/16/1131)

Declaration on honour on exclusion criteria and selection criteria

The undersigned *insert name of the signatory of this form*, representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

I – Situation of exclusion concerning the person

	YES	NO
(1) declares that the above-mentioned person is in one of the following situations:		
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>

d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations; iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or 	<input type="checkbox"/>	<input type="checkbox"/>

v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		
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II – Situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – Grounds for rejection from this procedure

(4) declares that the above-mentioned person:	YES	NO
h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates 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 person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

VII – Selection criteria

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It fulfills the applicable economic and financial criteria indicated in section 5.2.1 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable technical and professional criteria indicated in section 5.2.1 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that:	YES	NO	N/A
(c) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII – Evidence for selection

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

6.2. MODEL GUARANTEE

[MODEL] LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE¹⁵

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

European Community
Represented by the European Commission
Directorate-General for Internal Market, Industry,
Entrepreneurship and SMEs – [Unit]
B – 1049 Belgium

Reference: Contract [N° and exact title]

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

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

EUR [in figures: ...] (in words: ... EUR)

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

ARTICLE 2 – EXECUTION OF GUARANTEE

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

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.

¹⁵ The footnotes are internal instructions for the authorising officers only and must be deleted before the guarantee is signed.
[Plain text]: items to be filled in. [Text in italics]: these items are optional and may be deleted depending on the context of the guarantee.

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

ARTICLE 4 – DATE OF ENTRY INTO FORCE

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

ARTICLE 5 – END DATE AND CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission's written consent.
2. This guarantee shall expire on return of this original document by the Commission to our offices by registered letter or by courier with acknowledgement of receipt.
3. [Option 1: *This must occur at the latest one month after the payment of the balance under the contract has been made or three months after the issuance of the corresponding recovery order.*¹⁶]

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

[Option 3: *This must occur in any case, at the latest, on (indicate a precise date*¹⁷*).*]

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

ARTICLE 6 – APPLICABLE LAW AND COMPETENT JURISDICTION

Option 1

1. *This guarantee shall be governed by and construed in accordance with the law applicable to the contract.*
2. *The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.*

Option 2

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

ARTICLE 7 - ASSIGNMENT

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

¹⁶ In any case, this period should never be reduced.

¹⁷ This mention has to be inserted where the law applicable to the guarantee imposes a precise expiry date.

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

[Signature/
Function at the Financial Institution/Bank]

[_____]
[Signature/
Function at the Financial Institution/Bank]

6.3. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM
(INVITATION TO TENDER No 573/PP/GRO/IMA/16/1131)

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

You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.

Comments: Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

6.4. SUBCONTRACTOR / LETTER OF INTENT 573/PP/GRO/IMA/16/1131

Study on the impact of liberalisation of access to certain professions on the
quality of services provided

The undersigned:

Name of the company/organisation:

Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above
call for tender, in accordance with the terms of the offer to which the present form is
annexed, if the contract is awarded to *(name of the tenderer)*.

Declares hereby accepting the general conditions attached to the tendering specifications for
this call for tender, and in particular art. II.24 in relation with checks and audits.

Full name

Date

Signature

.....

6.5. POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Commission awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as **Group Leader**. [*N.B.: The Group Leader has to be one of the Group Members*]

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group Leader's bank account .[*Provide details on bank, address, account number, etc.*].

(4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Commission awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(3) Payments by the European Commission related to the Supplies or the Services shall be made through the Group's bank account . [*Provide details on bank, address, account number, etc.*].

(4) The Group Members appoint Mr/Ms as **Group Manager**.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :

- (a) The Group Manager shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Commission in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

6.6. CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN THE E-SUBMISSION APPLICATION

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 (joint tender leader in joint bid, partner in joint bid, sole tenderer, subcontractor).

Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Section	Joint tender leader in joint bid	Partners in joint bid	Sole tenderer	Sub-contractor(s)	Where to fill in / upload a document in e-Submission
Power of attorney of partners in joint bid indicating the group leader (see annex 6.6)	1		■			"Qualification" -> "Identification of the tenderer" under "Documents"
Letter of intent of subcontractor (see annex 6.5)	1				■	"Qualification" -> "Identification of the tenderer" under "Documents"
Legal Entity Form (see section 4.2.1)	1	■	■	■	■	"Qualification" -> "Identification of the tenderer" under "Documents"/
Supporting documents for the Legal Entity File Form	1	■	■	■		"Qualification" -> "Identification of the tenderer" under "Documents"/
Financial Identification form (see section 4.2.1)	1	■		■		"Qualification" -> "Identification of the tenderer" under "Documents"
Exclusion and selection Criteria form (see section 5.1.1 and annex 6.1)	2	■	■	■	■	"Qualification" -> "Identification of the tenderer" under "Documents"
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.4)	3	■	■	■		"Qualification" -> "Selection Criteria" -> "Financial and Economic"

						Capacity"
Evidence of Technical and professional capacity (see section 5.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/en/documents/curriculum-vitae	3	■	■	■	■	"Qualification" ->"Selection Criteria" ->"Technical and Professional Capacity"

The following sections must be provided in the bid, their absence would mean rejection of the bid for incompleteness:

Description	Section	Joint tender leader or sole tenderer	Where to upload a document in e-Submission
Technical Offer (see section 4.2.4 and 1.)	4	■	"Tender" → <'name of Call for Tender' / 'Lot name'>"
Financial Offer (see section 4.2.5)	5	■	"Tender" → <'name of Call for Tender' / 'Lot name'>"

Once all information and documents have been encoded and uploaded in the e-Submission application and you consider that the tender is complete, the application will require you to consolidate the tender into one consolidated tender package. A Tender Preparation Report will be generated by the e-Submission application. It will have to be signed (hand signature or electronic signature), as explained in point 1.9 of the Annex: e-Submission application.

Description	Section	Joint tender leader in joint bid	Partners in joint bid	Sole tenderer	Sub-contractor	Where to upload a document in e-Submission
Tender Preparation Report	N/A	■		■		In Step 4 of the e-Submission wizard