



EUROPEAN COMMISSION  
EUROSTAT

Directorate B: Methodology; Dissemination; Corporation in the European Statistical System  
**Unit B5: Data and metadata services; Standards**

**ORIGINAL EN**

## **Invitation to tender for the purchase of external statistical data:**

**“Acquisition of financial, employment, ownership, and related data on companies”**

**Tender specifications**  
**(ESTAT/B/2019/019)**

## TABLE OF CONTENTS

<b>1</b>	<b>INTRODUCTION.....</b>	<b>4</b>
1.1	<i>Presentation of the involved European services.....</i>	4
1.2	<i>Subject of the contract.....</i>	5
1.3	<i>Glossary .....</i>	5
<b>2</b>	<b>TECHNICAL INFORMATION .....</b>	<b>8</b>
2.1	<i>General information and objectives .....</i>	8
2.2	<i>Volume of the contract .....</i>	8
2.3	<i>Tasks and expected results .....</i>	9
2.4	<i>Meetings and missions.....</i>	28
2.5	<i>Duration and timetable .....</i>	28
2.6	<i>Minimum requirements.....</i>	28
2.7	<i>Technical implementation reports .....</i>	30
2.8	<i>Assessment of results .....</i>	31
2.9	<i>Specific conditions.....</i>	32
<b>3</b>	<b>INFORMATION ON THE CONTRACT .....</b>	<b>43</b>
3.1	<i>General information .....</i>	43
3.2	<i>Payments .....</i>	43
3.3	<i>Ordering process.....</i>	43
3.4	<i>Replacement of persons assigned to carry out the work .....</i>	44
3.5	<i>Personal data and intellectual property rights.....</i>	44
3.5.1	<i>Personal data .....</i>	44
3.5.2	<i>Intellectual property rights .....</i>	45
3.6	<i>E-prior.....</i>	45
<b>4</b>	<b>INFORMATION ON THE TENDER PROCEDURE .....</b>	<b>46</b>
4.1	<i>General information .....</i>	46
4.2	<i>Who may participate in this invitation to tender .....</i>	47
4.2.1	<i>Joint tenders .....</i>	47
4.2.2	<i>Subcontracting .....</i>	48
4.2.3	<i>Entities on whose capacities the tenderer relies to fulfil the selection criteria .....</i>	50
4.3	<i>How to send a tender.....</i>	51
4.3.1	<i>General Information .....</i>	51
4.3.2	<i>Date and place of opening of the tenders .....</i>	52
4.3.3	<i>Contact with Eurostat .....</i>	52
4.3.4	<i>Period of validity of the tender.....</i>	53
4.4	<i>Structure of the tender.....</i>	54
4.4.1	<i>Section One: Parties :identification of the tenderer.....</i>	55
4.4.2	<i>Section Two: Exclusion criteria .....</i>	59
4.4.3	<i>Section Three: Selection criteria .....</i>	60
4.4.4	<i>Section Four: Technical tender .....</i>	62

4.4.5	Section Five: Financial tender.....	63
4.4.6	Section Six: Tender report .....	64
4.5	<i>Evaluation and award</i> .....	64
4.5.1	Exclusion and selection of tenderers .....	65
4.5.2	Compliance with minimum requirements.....	68
4.5.3	Award of the contract.....	68

# 1 INTRODUCTION

## 1.1 Presentation of the involved European services

Several European services from the European Commission, the European Parliament and the Court of Auditors are calling for this tenders. Eurostat, the coordinator<sup>1</sup>, is a Directorate-General of the European Commission (“the Commission”). Its mission is to provide the European Union with a high quality statistical information service.

Together with the national statistical offices, Eurostat is responsible for the European statistical system: see [Regulation \(EC\) No 223/2009](#) of the European Parliament and of the Council of 11 March 2009 on European statistics ([OJ L 87, 31.3.2009, p. 164](#)). Eurostat implements standards, methods and classifications for the production of comparable, reliable and relevant data. Users of Eurostat’s output include the Commission and other institutions of the European Union, national governments of the Member States, international organisations, businesses, universities and a wide range of other users. Eurostat also supports non-member countries, including the candidate countries, in adapting their statistical systems.

More information can be found on the Eurostat's website: <http://ec.europa.eu/eurostat>

Eurostat carries out some of its activities by awarding contracts for the provision of services relating to the various fields of the European statistical programme.

This call for tenders is open to the European Commission, which is the lead contracting authority, and to the Executive and Decentralised Agencies and bodies listed thereunder which are collectively referred as contracting authorities. The Commission and the participating Executive and Decentralised Agencies and bodies of the EU Institutions are referred to below and in the remaining procurement documents as the “**EU Institutions**”, “**participating EU Institutions**”, “**EUIs**” or “**customers**”. Each EU Institution will participate in the framework contracts as indicated below.

Any other institution, agency or body that will be created on the basis of the Treaties or secondary Union law within the duration of a resulting framework contract may join it.

### **EUROPEAN INSTITUTIONS - EXECUTIVE AGENCIES – DECENTRALISED AGENCIES - BODIES:**

- All Directorates General of the European Commission
- EUROPARL (European Parliament) in Brussels and Luxembourg
- ECA (European Court of Auditors) in Luxembourg
- EACEA (Education, Audiovisual and Culture Executive Agency) in Brussels
- EASME (Executive Agency for Small and Medium-sized Enterprises) in Brussels
- ECHA (European Chemicals Agency) in Helsinki
- EGSA (European Global Navigation Satellite Systems Agency) in Prague
- ERCEA (European Research Council Executive Agency) in Brussels
- INEA (Innovation and Networks Executive Agency) in Brussels
- REA (Research Executive Agency) in Brussels

---

<sup>1</sup> Eurostat is coordinating the tender on behalf of the participating contracting authorities of the European Union.

- APPF (Authority for European Political Parties and European Political Foundations) in Brussels
- EPPO (European Public Prosecutor's Office) in Luxembourg

## 1.2 Subject of the contract

This invitation to tender covers activities related to the purchase of external data and consists in a single lot “**Acquisition of financial, employment, ownership, and related data on companies**”.

## 1.3 Glossary

APPF	The Authority for European Political Parties and European Political Foundations (APPF) has been established for the purpose of registering, controlling and imposing sanctions on European Political Parties and European Political Foundations pursuant to Regulation (EU, Euratom) No 1141/2014 of the European Parliament and of the Council of 22 October 2014 on the statute and funding of European political parties and European political foundations ('Regulation No 1141/2014').
CUSIP	Committee on Uniform Security Identification Procedures. The CUSIP Service Bureau, operated by Standard & Poor's, administers this system and assigns unique numbers (CUSIP numbers) and standardized descriptions of securities. Each security issued by a company has its own CUSIP number, which is a nine-digit identifier composed of both numbers and letters. Typically all securities issued by the same issuer have the same first six digits; the last three digits represent the specific type of security
DG	Directorate-General of the European Commission
EGR	<p>The EuroGroups Register (EGR) is a database for statistical purposes only, focused on multinational enterprise groups. For the EGR Eurostat collects enterprise group information from national statistical business registers of the EU Member States and participating EFTA countries and from commercial sources.</p> <p>The EGR contains the global structures and constituent units of the multinational enterprise groups active in Europe. Statistics compilers in National Statistical Offices and National Central Banks receive access to the EGR yearly populations. These populations can be used for survey frames at national level.</p> <p>Further information on the EGR can be found on Eurostat's website:  <a href="http://ec.europa.eu/eurostat/statistics-explained/index.php/EuroGroups_register">http://ec.europa.eu/eurostat/statistics-explained/index.php/EuroGroups_register</a></p>

Contracting authority/Contracting authorities	<p>The following constitute each a contracting authority:</p> <ul style="list-style-type: none"> <li>- A Directorate General of the European Commission</li> <li>- EUROPARL (European Parliament)</li> <li>- ECA (European Court of Auditors)</li> <li>- An executive agency that is managed by one or more Directory General of the European Commission listed thereunder: <ul style="list-style-type: none"> <li>▪ EACEA (Education, Audiovisual and Culture Executive Agency)</li> <li>▪ EASME (Executive Agency for Small and Medium-sized Enterprises)</li> <li>▪ ECHA (European Chemicals Agency)</li> <li>▪ EGSA (European Global Navigation Satellite Systems Agency)</li> <li>▪ ERCEA (European Research Council Executive Agency)</li> <li>▪ INEA (Innovation and Networks Executive Agency)</li> <li>▪ REA (Research Executive Agency)</li> </ul> </li> <li>- APPF (Authority for European Political Parties and European Political Foundations)</li> <li>- EPPO (European Public Prosecutor's Office)</li> </ul>
EPPO	The European Public Prosecutor's Office (EPPO) will be the EU's first independent and decentralised prosecution office. It will have the power to investigate, prosecute and bring to judgment crimes against the EU budget, such as fraud, corruption or serious cross-border VAT fraud.
FWC	Framework Contract
Historical data	Historical data are collected data about past information on financial, employment, ownership, and related data on companies
ISCO	<p>International Standard Classification of Occupations. ISCO is a classification for organizing jobs into a clearly defined set of groups according to the tasks and duties undertaken in the job. Its main aims are to provide 1) a basis for the international reporting, comparison and exchange of statistical and administrative data about occupations, 2) a model for the development of national and regional classifications of occupations; and 3) a system that can be used directly in countries that have not developed their own national classifications</p> <p><a href="http://www.ilo.org/public/english/bureau/stat/isco/isco08/">http://www.ilo.org/public/english/bureau/stat/isco/isco08/</a></p>
ISIC	<p>International Standard of Industrial Classification of economic activities. The ISIC was developed by the United Nation</p> <p>(<a href="http://unstats.un.org/unsd/cr/registry/isic-4.asp">http://unstats.un.org/unsd/cr/registry/isic-4.asp</a>)</p>
ISIN	International Securities Identification Number

ISO (country code)	Country code according to the International Organization for Standardization ( <a href="https://www.iso.org/obp/ui/#search/code/">https://www.iso.org/obp/ui/#search/code/</a> )
IT	Information Technology
IP	Intellectual property
NACE	Statistical classification of economic activities in the European Community (the acronym comes from the French: Nomenclature statistique des Activités économiques dans la Communauté Européenne). It is a European industry standard classification system consistent with ISIC. At the most detailed level it has a 4 digit code
OLAF	The European Anti-Fraud Office. The mission of the European Anti-Fraud Office is to detect, investigate and stop fraud with EU funds. OLAF fulfils its mission by: carrying out independent investigations into fraud and corruption involving EU funds so as to ensure that all EU taxpayers' money reaches projects that can stimulate the creation of jobs and growth in Europe; contributing to strengthening citizens' trust in the EU institutions by investigating serious misconduct by EU staff and members of the EU institutions, and developing a sound EU anti-fraud policy.
RTD	The Directorate-General of the European Commission responsible for European Union policy on research, science and innovation, with a view to help create growth and jobs and tackle our biggest societal challenges.
SEDOL	Stock Exchange Daily Official List. SEDOL codes are used to identify UK listed securities. It is a 7 digit number.
Third parties	Partners and/or external consultants of a contracting authority (e.g intra-muros and extra-muros contractors, its partner Member States' authorities, partners of Joint Undertaking of the European Union) working and/or cooperating with the contracting authority within the sphere of its competences or exclusively on projects ordered by the contracting authority

## 2 TECHNICAL INFORMATION

### 2.1 General information and objectives

The purpose of this invitation to tender is to conclude a Framework service contract which will be used by contracting authorities in order to acquire ***financial, employment, ownership, and related data on companies*** to constitute a source of basic information as well as data input for EU institutions studies. For this purpose, Eurostat is seeking a contractor that can provide to the contracting authorities a commercial database containing a maximum of significant sectoral/firm-level data on economic activity, employment and financial accounts.

Data obtained through this FWC will be used mainly for internal, analytical purposes by participating contracting authorities or third parties (e.g. Member States). However, data may also be used (in an aggregated form) in various, regular and ad-hoc reports published by the EU Institutions, as further explained in other parts of these Tender Specifications and in the provisions on intellectual property.

### 2.2 Volume of the contract

The total value of the FWC depends on the expected package of data the contracting authorities will order for the duration of the present FWC. The European Commission cannot at this stage commit itself to an exact set of data to be ordered.

Indeed, the acquisition of data on companies will be done via custom data packages that contracting authorities can tailor according to their requirements. Therefore, in order to set up their product package, the contracting authorities will express their data requirements as a combination of:

- the coverage by sector of economic activity (i.e. all sectors or only financial services companies);
- the geographical region (e.g. across Europe, Worldwide);
- the level of detail of the required information (e.g. no need for balance sheets, profit and loss account, and information on the notes);
- the number of user-IDs (or licenses) or the number of searches or downloads (reports);
- option(s), i.e. any additional information on companies and/or extra database features, which the contractor could include in the offer at an extra-cost (see Annex 6).

NB: in order to compare each offer, the option(s) (as mentioned in the last bullet point above) will not be part of the evaluation of the tender.



As part of the data package ordered by the contracting authority, the contractor has to provide for each user-ID (or license) and/or searches-downloads (reports) the same level of associated services (e.g. for user support, online help, backed up with a helpdesk reachable by phone and email, training and documentation).

This Framework contract will define the conditions and the frame of the data purchase , the acquisition of services will be done via specific contracts within the FWC. The indicated amount is the early estimation of the interested contracting authorities.

Within three years following the signature of the framework contract resulting from the current call for tenders, the *Contracting authority* may use the negotiated procedure under point 11.1.e of Annex 1 to [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) to procure new services from the contractor up to a maximum of 50 % of the initial Framework contract value. These services will consist in the repetition of similar services entrusted to the contractor and will be awarded through a negotiated procedure without prior publication of a contract notice.

On the basis of the current use of data on companies and the preparatory expression of interest, an indicative estimate is that 16-20 contracting authorities are potentially interested in acquiring the service.

The total value of the contract will depend on the actual quantities that the contracting authorities will order through specific contract.

The **estimated** total value is EUR 17,000,000 for the entire duration of the contract (48 months).

## 2.3 Tasks and expected results

The contractor has to provide data and services to the EU Institutions in respect of the following general tasks.

**Task 1- Completeness and quality of the required data :** the contractor has to provide after the signature of the specific contract with a contracting authority, data on companies coming from reliable sources that cover companies of all sizes from around the world.

**Task 2- Accessibility of the required data :** the contractor has to provide after the signature of the specific contract with a contracting authority, access to its database of data on companies

**Task 3- Services and support :** the contractor has to provide after the signature of the specific contract with a contracting authority, a set of services and support to the database users.

The expected results that ensure a full compliance with Task 1, Task 2 and Task 3 are divided in the following sections:

- a) General requirements
- b) Specific information requirements
- c) IT requirements
- d) Intellectual property requirements
- e) Optional information/features

#### a) General requirements

	Description
Basic data	<p>The solution/product should provide a comprehensive set of up to date financial, employment, ownership, and related data on listed and non-listed companies. The data shall be standardised and harmonized and should contain the following basic information:</p> <ul style="list-style-type: none"> <li>- <b>Identification of the company (or legal entity)</b> including legal name, trade name, international company code (SEDOL, CUSIP, ISIN, provider specific identifier), nationality and its associated country code (ISO), complete address (street name, number, postal code, city, country), other companies at the same address, national ID number /VAT number, legal status, start date of the company and if ceased, the end date of the company, main sectoral activity of the company (4 digit NACE rev.2, ISIC may be used for companies outside EU), secondary sectoral activities of the company (4 digit NACE rev.2, ISIC may be used for companies outside EU), telephone/FAX/electronic mail address, details of directors/executives/senior managers when legally authorized (including name, date of birth, date of mandate and involvement in other companies), beneficial ownership and ultimate ownership where available.</li> </ul> <p>For parent companies, in addition, the percentage of direct and indirect control of domestic and foreign subsidiaries (and further levels of ownership: i.e. sub-subsidiaries, etc.), the year of acquisition/creation and link to its accounts if in the database, are required. The consolidation status of financial information should also be clearly identified and, where available, both consolidated and unconsolidated accounts provided.</p> <ul style="list-style-type: none"> <li>- <b>Information on subsidiaries</b> including legal name, trade name, company code, national ID number /VAT number, nationality, years of acquisition/creation country code, complete address, telephone/FAX/electronic mail address, legal status, main sectoral activity, percentage of control, and link to its accounts if in the database.</li> <li>- <b>Information on shareholders</b> including legal name, entity code, national ID</li> </ul>

	<p>number /VAT number, nationality and its associated country code, date of birth if available, address, legal status, main sectoral activity, percentage of control, relevant date and link to its accounts if in the database.</p> <p><b>- General economic information on the company (or legal entity):</b></p> <ul style="list-style-type: none"> <li>○ Turnover/ operating revenue (per NACE/ISIC code of activity if available)</li> <li>○ Operating profit</li> <li>○ Total assets</li> <li>○ Number of employees (per NACE/ISIC code of activity and per ISCO occupational code if available) and persons employed</li> <li>○ Main sector of activity 4 digit, NACE rev.2, ISIC may be used for companies outside EU)</li> <li>○ Secondary sector(s) of activity 4 digit, NACE rev.2, ISIC may be used for companies outside EU)</li> <li>○ Value added</li> <li>○ Total export turnover with an indication of export turnover from intra- and inter-company exports (between related legal entities) and market exports (between unrelated legal entities). In addition, and if available, export turnover to the EU and non-EU destinations.</li> <li>○ Whether the company is active or not, and if not, since when and reason why activity has ceased (e.g. dormant, crossed out from registry, judiciary or voluntary liquidation) and including the liquidator with name and address where available.</li> </ul> <p><b>- Specific information on the company or legal entity</b> (see also description in the specific information requirements):</p> <ul style="list-style-type: none"> <li>○ Balance sheet</li> <li>○ Profit and Loss account</li> <li>○ Information on the notes</li> <li>○ Indication whether accounts are consolidated or not (both should be provided if possible).</li> <li>○ Information on Board nomination rules</li> <li>○ Information on the appointment and powers of the entity's legal representative(s).</li> <li>○ Information on the corporate structure</li> <li>○ Information on the connections with other companies</li> <li>○ Public record information including, but not limited to, information from national registries and tax authorities (e.g. convictions, sentences)</li> <li>○ Period of duration (i.e. period of existence of the company)</li> <li>○ Dates of the general meetings when available</li> <li>○ Links to official databases containing official data and publications regarding the legal entity</li> <li>○ Distinction between EU-sourced and non-EU sourced items of income</li> <li>○ Distinction between the (mainly) state-owned and private companies including approximate state-owned shares</li> <li>○ Data on compliance, sanctions lists, politically exposed persons etc...</li> </ul> <p><b>- For financial services companies:</b></p>
--	---

	<ul style="list-style-type: none"> <li>○ Specific reporting formats ( e.g. specific reporting format for banks and specific reporting format for insurance companies)</li> <li>○ Long-term credit ratings given by major credit rating agencies</li> </ul> <p><b>- Additional general information:</b></p> <ul style="list-style-type: none"> <li>○ Information on exchange rates used</li> <li>○ Table describing the links between the different sectoral classification codes used</li> <li>○ Conversion table describing the corrections made to accounts according to national standards in order to harmonise data</li> <li>○ Table with country codes description</li> <li>○ Table with company codes description</li> <li>○ User manual including the complete list of all variables in the database together with their detailed definitions</li> </ul> <p>All requested information should also be made available at shareholder level to allow database users to single out shareholders and shareholdings across companies.</p> <p>Data provided should follow as close as possible the description laid down in <a href="#">Directive 2013/34/EU</a> of the European Parliament and of the Council of 26 June 2013 on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings,. The detailed description hereunder follows Annex III and V of the directive. In case the database does not follow this description, tenderers have to explicitly specify and explain the differences.</p> <p>The database should contain an indication whether the accounts of a group are consolidated or not. Both consolidated and non-consolidated statements should be provided. For consolidated accounts, information should be provided on the consolidation method used.</p> <p>For consolidated accounts, the data should follow the description of the <a href="#">Directive 2013/34/EU</a> of the European Parliament and of the Council of 26 June 2013 on the annual financial statements, consolidated financial statements and related reports of certain types of undertakings. For the financial sector, the data should follow the description of the Council <a href="#">Directive 86/635/EEC</a> of 8 December 1986 on the annual accounts and consolidated accounts of banks and other financial institutions, and the Council <a href="#">Directive 91/674/EEC</a> of 19 December 1991 on the annual accounts and consolidated accounts of insurance undertakings.</p> <p>In addition, the data should follow the description of <a href="#">Regulation (EC) 1606/2002</a> of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards.</p> <p>The consolidated texts of the Council directives can be found on:  <a href="https://ec.europa.eu/info/law_en">https://ec.europa.eu/info/law_en</a></p>
--	--

Confidential and personal data	<p>Where the approach entails handling of statistically confidential data following the definition of <a href="#">Regulation (EC) No 223/2009</a> of the European Parliament and of the Council, the tenderer must demonstrate that they possess appropriate security measures to guarantee protection of the data. Appropriate measures may include for example a security certification and specific security measures and processes to ensure that sensitive data can only accessed by staff authorised to do so. The tenderer must describe all such measures in place in detail. The tenderer must provide all requested information to allow the Commission to judge this, including granting access to the tenderer's premises to Commission services to check security implementations at any time, including a security audit at the tenderer's premises.</p> <p>The processing of any personal data by the Commission/Eurostat falls under <a href="#">Regulation (EC) 2018/1725</a> of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data. This Regulation provides for the introduction of the new data protection rules of the GDPR for data processing by European Institutions and bodies. The tenderer must demonstrate that these data protection rules all such measures in place.</p>
Periodicity and historical coverage	<p>The frequency of the data shall be annual. Quarterly or monthly data should be provided when available.</p> <p>Complete historical data is required, i.e. with a coverage of at least 10 years back and with seed information included. Historical financial data, historical information on ownership and legal status and historical information on mergers and acquisitions should be included.</p> <p>There should be the possibility to extend that period to over 10 years (i.e with the maximum available coverage) if it is requested by a contracting authority. In this case the contracting authority should be allowed to purchase full historical data as an option (see section 2.3. e ). and the provision of the raw data should be automatically imported by the contractor into the database.</p>
Geographical coverage	<p>Data shall cover as many countries and territories as possible.</p> <p>Data should cover at least all of countries listed under the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting (BEPS) (see <a href="https://www.oecd.org/ctp/beps/inclusive-framework-on-beps-composition.pdf">https://www.oecd.org/ctp/beps/inclusive-framework-on-beps-composition.pdf</a>), Mercosur countries and Taiwan, if available.</p> <p>For Europe, the financial services companies data shall cover at least the 300 largest banking institutions and all those banks directly supervised by the European Central Bank.</p> <p>The contractor should offer the possibility for contracting authorities to order data packages including only European countries and Israël (see section 2.2).</p>

<p>Company coverage by size of company</p>	<p>Data shall cover as many companies and legal entities of any size as possible.</p> <p>Data on sole proprietorships/traders and out-of-business entities and other legal entities including non-governmental organisations, associations, charities, etc... should be included. The data should always indicate the type of each given legal entity covered.</p> <p>Note: The metadata provided should allow identification of deviations in the concept of "employees " from the concept used in Structural Business Statistics (see Regulation (EC) 250/2009, Annex I, code 16 11 0): "Persons who work in the observation unit (inclusive of working proprietors, partners working regularly in the unit and unpaid family workers), as well as persons who work outside the unit who belong to it and are paid by it (e.g. sales representatives, delivery personnel, repair and maintenance teams)".</p> <p>The contractor should offer the possibility for contracting authorities to order data packages differentiated by the "company coverage by size of company". In particular, data packages could be differentiated according to size classes as laid out in the <a href="#">EU recommendation 2003/361</a> defining micro, small and medium-sized companies, but could also include further differentiation for larger size classes.</p>
<p>Sector coverage and classification</p>	<p>Data shall cover a maximum number of companies and legal entities across all economic activities from private and public sectors. Data should cover at least mining, manufacturing, electricity, water supply, construction, market services (including banking and insurance companies). Non-market services should be included when available.</p> <p>Each company included in the data has to be classified by its main and secondary sector of activity according the NACE and/or ISIC classification. Sectoral classification should be at NACE Rev. 2 and ISIC 4 digit level.</p> <p>Information provided for banking and insurance companies should include extended reporting.</p> <p>The contractor should offer the possibility for contracting authorities to order a data package containing only financial services companies (i.e banking and insurance companies).</p>
<p>Currency and language</p>	<p>Data expressed in monetary terms should be provided in national currency, Euro and USD. Conversion rates from the original currency should be available in the database.</p> <p>All metadata concerning i.e. the sources of the data, the definition of the variables (which shall clearly explain the corresponding national/international standard reporting practice and provide relevant references), the unit of reference of the financial, employment, ownership, and related data on companies, the dates of the updates should be provided, at least, in English.</p> <p>The entire solution/product shall be in English. It should preferably also support other languages, notably French, German and Spanish.</p>

Frequency of data updates	<p>Data updates and revisions shall be done on a regular and timely basis. Updates shall be done continuously or at least once per month when available, otherwise quarterly basis. When flat file based datasets are provided by the contractor, the updates should be at least bi-annual.</p> <p>Updates shall be made in a user-friendly way with the requirement that no previous data is lost and that the new data are incorporated into the database.</p> <p>The licence shall allow to keep historical data with each update. Company identifiers should be kept constant with each update.</p> <p>The solution/product should indicate the date on which the information relating to each company was last updated.</p>
Data quality	<p>The contractor warrants that data are of high quality, in conformity with high standards as applicable in the domain covered by the data and with the rules of the art. The contractor shall use all reasonable efforts to ensure that the data are error-free.</p> <p>The tenderer shall describe in the offer the method for collecting and verifying the data to ensure that the data provided are reliable and trustworthy. If estimates are provided, this should be clearly indicated.</p>
Requests for additional information	<p>The contractor must be able to provide assistance in tracing companies not yet included in the data source or updating information about companies already available in the database at the explicit request of the user.</p> <p>In addition to the normal way of verifying/completing the information, a possibility of "anonymous" verification needs to be foreseen, in which, the contractor should not contact the company for the completion of the information.</p> <p>The price must include a reasonable number of such requests for additional information or updates, which should be possible directly online or through the customer service.</p> <p>The offer should describe the procedure for tracing companies not yet included in the data source and indicate how long this procedure takes following a request.</p>
User support and training	<p>The contractor shall provide to all users support and training on the use of the solution/product. The contractor shall have a helpdesk for both data contents questions and IT questions. Information on the location of the helpdesk should be provided.</p> <p>An electronic manual explaining both the interface and providing the list of all variables available together with their detailed definitions is requested.</p> <p>User support by telephone and e-mail should be provided during normal business hours (8am to 6pm CET from Monday to Friday) and with a maximum response time of 4 hours.</p> <p>Solution/product training sessions and tutorials should be provided upon request and should be tailored to user requirements. Training sessions should not be limited to e-learning. The contractor should provide a maximum of 3 on-site trainings per year at no extra charge, each with a maximum duration of 2 days,</p>

	<p>on location in each ordering contracting authority with collective and individual training. The EU Institutions will provide the infrastructure for the training sessions.</p> <p>If any major changes in the channel of delivery of the information occur during the contract period, the contractor should provide appropriate training for users at no additional cost.</p>
--	---

## b) Specific requirements

	Description
Balance sheet: Assets	<p><b><u>A. Subscribed capital unpaid</u></b> of which the part that has been called (unless national law provides that called-up capital be shown under "Liabilities". In that case, the part of the capital called but not yet paid should appear as an asset either under A or under D (II) (5)).</p> <p><b><u>B. Formation expenses</u></b> as defined by national law, and in so far as national law permits their being shown as an asset. National law may also provide for formation expenses to be shown as the first item under "Intangible assets".</p> <p><b><u>C. Fixed assets</u></b></p> <p>I. Intangible assets</p> <ol style="list-style-type: none"> <li>Costs of research and development, in so far as national law permits their being shown as assets.</li> <li>Concessions, patents, licences, trade marks and similar rights and assets, if they were: <ol style="list-style-type: none"> <li>acquired for valuable consideration and need not be shown under C (I) (3) ; or</li> <li>created by the undertaking itself, in so far as national law permits their being shown as assets.</li> </ol> </li> <li>Goodwill, to the extent that it was acquired for valuable consideration.</li> <li>Payments on account.</li> </ol> <p>II. Tangible assets</p> <ol style="list-style-type: none"> <li>Land and buildings.</li> <li>Plant and machinery.</li> <li>Other fixtures and fittings, tools and equipment.</li> <li>Payments on account and tangible assets in course of construction.</li> </ol> <p>III. Financial assets</p> <ol style="list-style-type: none"> <li>Shares in affiliated undertakings.</li> <li>Loans to affiliated undertakings.</li> <li>Participating interests.</li> </ol>



	<ol style="list-style-type: none"> <li>4. Loans to undertakings with which the company is linked by virtue of participating interests.</li> <li>5. Investments held as fixed assets.</li> <li>6. Other loans.</li> <li>7. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value) to the extent that national law permits their being shown in the balance sheet.</li> </ol> <p><b><u>D. Current assets</u></b></p> <p>I. Stocks</p> <ol style="list-style-type: none"> <li>1. Raw materials and consumables. v</li> <li>2. Work in progress.</li> <li>3. Finished goods and goods for resale.</li> <li>4. Payments on account.</li> </ol> <p>II. Debtors (Amounts becoming due and payable after more than one year should be shown separately for each item.)</p> <ol style="list-style-type: none"> <li>1. Trade debtors.</li> <li>2. Amounts owed by affiliated undertakings.</li> <li>3. Amounts owed by undertakings with which the company is linked by virtue of participating interests.</li> <li>4. Other debtors.</li> <li>5. Subscribed capital called but not paid (unless national law provides that called up capital be shown as an asset under A).</li> <li>6. Prepayments and accrued income (unless national law provides for such items to be shown as an asset under E).</li> </ol> <p>III. Investments</p> <ol style="list-style-type: none"> <li>1. Shares in affiliated undertakings.</li> <li>2. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value) to the extent that national law permits their being shown in the balance sheet.</li> <li>3. Other investments.</li> </ol> <p>IV. Cash at bank and in hand</p> <p><b><u>E. Prepayments and accrued income</u></b> (Unless national law provides for such items to be shown as an asset under D (II) (6)).</p> <p><b><u>F. Loss for the financial year</u></b> (Unless national law provides for it to be shown under A (VI) under "Liabilities").</p>
Balance sheet: Liabilities	<p><b><u>A. Capital and reserves</u></b></p> <p>I. Subscribed capital (unless national law provides for called-up capital to be shown under this item. In that case, the amounts of subscribed capital and paid-up capital should be shown separately).</p> <p>II. Share premium account</p> <p>III. Revaluation reserve</p> <p>IV. Reserves</p> <ol style="list-style-type: none"> <li>1. Legal reserve, in so far as national law requires such a reserve.</li> </ol>

	<ol style="list-style-type: none"> <li>2. Reserve for own shares, in so far as national law requires such a reserve, without prejudice to Article 22 (1) (b) of Directive 77/91/EEC.</li> <li>3. Preserves provided for by the articles of association.</li> <li>4. Other reserves.</li> </ol> <p>V. Profit or loss brought forward</p> <p>VI. Profit or loss for the financial year (Unless national law requires that this item be shown under F under "Assets" or under E under "Liabilities").</p> <p><b><u>B. Provisions for liabilities and charges</u></b></p> <ol style="list-style-type: none"> <li>1. Provisions for pensions and similar obligations.</li> <li>2. Provisions for taxation.</li> <li>3. Other provisions.</li> </ol> <p><b><u>C. Creditors</u></b> (Amounts becoming due and payable within one year and amounts becoming due and payable after more than one year should be shown separately for each item and for the aggregate of these items.)</p> <ol style="list-style-type: none"> <li>1. Debenture loans, showing convertible loans separately.</li> <li>2. Amounts owed to credit institutions.</li> <li>3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks.</li> <li>4. Trade creditors.</li> <li>5. Bills of exchange payable.</li> <li>6. Amounts owed to affiliated undertakings.</li> <li>7. Amounts owed to undertakings with which the company is linked by virtue of participating interests.</li> <li>8. Other creditors including tax and social security.</li> <li>9. Accruals and deferred income (unless national law provides for such items to be shown under D under "Liabilities").</li> </ol> <p><b><u>D. Accruals and deferred income</u></b> (unless national law provides for such items to be shown under C (9) under "Liabilities").</p> <p><b><u>E. Profit for the financial year</u></b> (unless national law provides for it to be shown under A (VI) under "Liabilities").</p>
Profit and Loss Account	<ol style="list-style-type: none"> <li>1. Net turnover.</li> <li>2. Variation in stocks of finished goods and in work in progress.</li> <li>3. Work performed by the undertaking for its own purposes and capitalized.</li> <li>4. Other operating income.</li> <li>5. Cost of materials and consumables. <ol style="list-style-type: none"> <li>(a) Raw materials and consumables.</li> <li>(b) Other external charges.</li> </ol> </li> <li>6. Staff costs: <ol style="list-style-type: none"> <li>(a) wages and salaries;</li> <li>(b) social security costs, with a separate indication of those relating to pensions.</li> </ol> </li> <li>7. Value Adjustments.</li> </ol>

	<p>(a) Value adjustments in respect of formation expenses and of tangible and intangible fixed assets.</p> <p>(b) Value adjustments in respect of current assets, to the extent that they exceed the amount of value adjustments which are normal in the undertaking concerned.</p> <p>8. Other operating charges.</p> <p>9. Income from participating interests, with a separate indication of that derived from affiliated undertakings.</p> <p>10. Income from other investments and loans forming part of the fixed assets, with a separate indication of that derived from affiliated undertakings.</p> <p>11. Other interest receivable and similar income, with a separate indication of that derived from affiliated undertakings.</p> <p>12. Value adjustments in respect of financial assets and of investments held as current assets.</p> <p>13. Interest payable and similar charges, with a separate indication of those concerning affiliated undertakings.</p> <p>14. Tax on profit or loss on ordinary activities.</p> <p>15. Profit or loss on ordinary activities after taxation.</p> <p>16. Extraordinary income.</p> <p>17. Extraordinary charges.</p> <p>18. Extraordinary profit or loss.</p> <p>19. Tax on extraordinary profit or loss.</p> <p>20. Other taxes not shown under the above items.</p> <p>21. Profit or loss for the financial year.</p>
Information on the notes	<p><b><u>Statement of investment</u></b></p> <p>A. Acquisitions of intangible fixed assets.</p> <p>B. Sales and disposals of intangible fixed assets.</p> <p>C. Acquisitions - sales and disposals (i.e. balance).</p> <p>D. Acquisitions of tangible fixed assets.</p> <p>E. Sales and disposals of tangible fixed assets.</p> <p>F. Acquisitions - sales and disposals (i.e. balance).</p> <p>G. Acquisitions of financial assets.</p> <p>H. Sales and disposals of financial assets.</p> <p>I. Acquisitions - sales and disposals (i.e. balance).</p> <p><b><u>Statement of depreciation</u></b></p> <p>K. Accumulated depreciation on intangible assets.</p> <p>L. Accumulated depreciation on tangible assets.</p> <p>M. Accumulated depreciation on financial assets.</p> <p><b><u>Use of profit</u></b></p> <p>N. Distribution of profit for the current year.</p> <p>O. Distribution of profit for the previous year.</p>

**c) IT requirements**

	<b>Description</b>
Basic IT requirements	<p>The application shall ensure its integrity and compatibility with the IT standards of the EU Institutions (see section 2.9).</p> <p>The data shall be available on-line via a web-based application and should be accessible by the three most common Web browsers.</p> <p>Where a web-based application would be inappropriate for an optimal use of the database (e.g if users perform resource/time consuming queries or if the size of datasets to download is too large) a datafeed of complete historical files should be provided by the contractor. (e.g data accessible through a dedicated server with a FTP connection provided by the contractor, via a cloud solution or another appropriate solution and/or physical material of complete historical files (e.g hardware, DVD, ...).</p> <p>The possibility to store and manage in a remote server any flat file based datasets provided by the contractor is also required.</p>
User friendly interface with advanced search tool	<p>Globally, the application should facilitate navigation, searching, data management and data visualisation. The application designed in a user-friendly way should include smart features as a:</p> <ul style="list-style-type: none"> <li>• function to filter and rank data on screen;</li> <li>• data visualisation tool (e.g. tabs/crosstabs, charts, graphs);</li> <li>• function to export the data in appropriate file formats (even of large data sets);</li> <li>• save function (save queries, save graphs, ...).</li> <li>• the possibility to conduct searches on the information is essential. <ul style="list-style-type: none"> <li>○ The application shall allow the possibility to conduct worldwide searches, i.e. when the country is not known. In this case it should be possible for the user to directly search for specific data on any country without the user having to select a country in order to conduct a search.</li> <li>○ Search queries should be possible on companies and persons behind a company (e.g. managers, executives, shareholders, board members, etc...).</li> <li>○ Searches should be possible on the basis of multiple fields, also using "wild cards" and partial names, Boolean searches (or/and).</li> <li>○ Searches should be possible combining different data fields (as much as possible, but minimum: name, surname, company name, address, city, country, ID number or registry number or VAT number, telephone number, website and, if available, date of birth, date of establishment).</li> <li>○ Export of search results should be possible in different formats (minimum PDF and CSV/Excel; XML and/or JSON would be an added value)</li> </ul> </li> <li>• the system should allow for downloading, saving and printing the results of searches.</li> </ul>

Access and delivery of data	<p>For each subscription (i.e license and/or searches-downloads (reports)) a continuous (24/7) access to the database should be granted to each user-ID in two different ways:</p> <ul style="list-style-type: none"> <li>• over the Internet, via a web-based application;</li> <li>• on material (e.g hardware, DVD, datafeed) provided by the contractor to the contracting authority (if requested by a contracting authority at the beginning of or during the life of the subscription).</li> </ul> <p>When data are made accessible on-line, the contractor shall ensure that they are constantly available, with as few interruptions as possible.</p> <p>In case of interruption, the contractor shall restore service as quickly as possible and, if requested, explain to the contracting authority the causes of the interruption and the remedial actions put in place to avoid a repetition.</p> <p>In case of a specific requirement of a contracting authority including the provision of the raw data that will be imported into a relational database (to be accessed through SQL) and any statistical software (i.e STATA, SAS, R, Python, RATS ...), the data should be provided in a simple open raw format (e.g. plain-text CSV or TSV files) available on DVD or downloadable from an FTP server with guaranteed quality of service for mass download at a reasonable speed. The raw-data tables should be accompanied by a formal description (data types of columns, a schema, etc.). The raw-data updates should be provided at least two times a year.</p> <p>The web-based application should include a secure site access. The web site should be encrypted. Logons should be by means of user names and passwords. Automatic logoff has to be done after a fixed period of inactivity.</p>
Formats for export files	<p>The application shall have the facility to provide suitable output in appropriate file formats or text format with any delimiters to separate the fields.</p> <p>In particular, files exported should be in structured format (XML, CSV, TSV, Excel, ORACLE dump) allowing an import in a relational database and any statistical software (i.e STATA, SAS, R, Python, RATS, etc...). In case multiple files are used, the relationships between the different data entities included in the files should be kept by using unique identifiers.</p>
Monitoring tool	<p>A monitoring tool, checking for internal activity on the application (i.e including the number of connections and some traffic analytics) should be integrated into the software, or the contractor should directly supply such reports on request of the contracting authorities.</p> <p>The contractor should provide to contracting authorities at least a quarterly report (monthly report on request) of the consumption of the solution/product.</p>
Privacy	<p>The contractor should ensure the confidentiality of users and of the searches performed.</p>

**d) Intellectual property requirements**

	Description
Intellectual property requirements	<p>The licensing terms which the contracting authority wishes to see applying to the data are copied in the following row ("Text of the IP clauses"); these clauses will be part of the contract. The tenderer must indicate in its offer whether it accepts these IP clauses or whether it wishes to propose an alternative set of clauses.</p> <p>Acceptance of the IP clauses will give the tenderer a maximum score for this criterion: in such case, the tenderer simply needs to confirm in its offer that it accepts the text of the IP clauses.</p> <p>If an alternative set of clauses is proposed (partly or completely different from the IP clauses), they will be assessed regarding their adequateness to the contracting authority's needs and will be compared to the IP clauses.</p> <p>The tenderer must clearly indicate in its offer how its alternative set of clauses differs from the IP clauses, e.g. by adding a markup/track changes version. The alternative set of clauses must be an exhaustive and self-sufficient text which, in case the tenderer is selected, can then be copy/pasted and replace the IP clauses in the contract. It would thus not be sufficient that the tenderer merely comments the IP clauses; comments or explanations of the alternative set of clauses may be added in the offer of the tenderer, but they would not be made part of the contract.</p> <p>In case the tenderer which is eventually selected had proposed an alternative set of clauses in its offer, these alternative clauses would then be made part of the contract and would replace the IP clauses of the contracting authority.</p>
Text of the IP clauses	<p><i>The text of the IP clauses is the following:</i></p> <p>The following provisions apply to the use of the solution/product licensed to the contracting authority, as such databases or data are described in the technical specifications, in the offer of the contractor or in other documentation provided by the contractor and agreed to by the contracting authority.</p> <p style="padding-left: 40px;">(a) Rights of use of the databases and of the data, licensing rights on pre-existing materials</p> <p>The Union does not acquire ownership of the <i>pre-existing rights</i> under this contract; such ownership remains with the contractor or the respective rightholders.</p> <p>The contractor grants a licence (hereafter "<b>the Licence</b>") of the <i>pre-existing rights</i> on a non-exclusive, non-transferable basis to the contracting authority, which may use the <i>pre-existing materials</i> for all the modes of exploitation set out in the following provisions.</p> <p>As a consequence, the contracting authority obtains the rights of use described hereafter on the <i>pre-existing materials</i>, which consist mainly of database and of data (hereafter "<b>the Data</b>") and may also include metadata, measurements, information and/or other written, graphical or illustrative content, in electronic or physical medium, in machine or human-readable format, whether machine or human-generated</p>

	<p>and whether or not protected by any intellectual property rights, as well as, as the case may be, accompanying software and other search tools.</p> <p>(b) Use of the Data for non-commercial purposes</p> <p>The contracting authority shall use the Data for non-commercial purposes only, such as for non-commercial scientific research and/or advice to policy-makers.</p> <p>Consequently, nothing in this Agreement may limit, or be interpreted as limiting the rights which the contracting authority may benefit from under binding provisions of applicable copyright law or other intellectual property law, providing for mandatory rights for the benefit of lawful users of databases, or exceptions such as for the benefit of scientific or research purposes, including as such legislation may evolve overtime.</p> <p>(c) Geographical sites and other restrictions of use</p> <p>Whenever the rights of use of the contracting authority are defined in function of geographical criteria, such as the location of the users, the mechanisms and principles defining the rights of use shall be applied as follows: the administrative and logistical organisation of the contracting authority may need to evolve and may lead to a relocation of research teams or users on a different site or on more than one site during the period of this Agreement; as long as such changes do not otherwise impact the use or intensity of use of the Data by the contracting authority, these changes shall not have any repercussion on the pricing mechanisms or on the fees to be paid by the contracting authority under this Agreement.</p> <p>The same rule shall apply whenever the rights of use of the contracting authority are granted in function of administrative criteria, for instance to the users in a unit or a contracting authority: in case of a reorganisation, this may involve grouping or dividing existing units; as long as such changes do not otherwise change the use or amount of use of the Data by the contracting authority, these changes shall not have any repercussion on the pricing or on the fees to be paid by the contracting authority under this Agreement.</p> <p>Rights of use of authorised users include the right to access the Data remotely, whenever such access does not imply any significant additional technical burden on the contractor.</p> <p>(d) Authorised users</p> <p>When the rights of use/access are granted to the staff of the contracting authority, this can include statutory or non-statutory staff, as well as grant holders, unpaid visiting scientists, trainees, subcontractors' staff working on the premises of the contracting authority on a project, who would need to access the Data for the purposes of scientific research, policy analysis or activities within the mission of the contracting authority. However, individuals who are not statutory staff or employees of the contracting authority may access the Data only for the purposes of the contracted work.</p> <p>(e) Rights of use of the Data and/or rights of access to the Data</p>
--	---

	<p>Under the Licence granted by the contractor, the contracting authority shall have the following rights of use:</p> <ul style="list-style-type: none"> <li>- accessing, retrieving and extracting, installing, storing, archiving, interpreting, incorporating the Data within a larger dataset, editing, curating, copying, indexing, modifying, improving, creating derivative works, adding new elements and metadata, translating.</li> </ul> <p>These rights of use shall however be subject to the limits and the conditions described hereafter:</p> <ul style="list-style-type: none"> <li>- <i>Internal use and download</i></li> </ul> <p>The contracting authority has the right to print, to process, and when the data distribution model of the contractor means that the Data are normally only made available on-line, to download such reasonable parts of the Data as is necessary for the purposes of its scientific research, policy analysis or other activities within its mission, and to make such Data available to the other authorised users. The contractor shall not, by design or omission, apply technical protection measures in order to prevent such uses by the contracting authority.</p> <ul style="list-style-type: none"> <li>- <i>Giving access to other users within the contracting authority</i></li> </ul> <p>Within an EU institution, users or services qualifying as authorised users under the Licence may need to share information, which may include Data with other services, including with users in other Directorates-General ("contracting authorities"), for instance when a contracting authority is the "Chef de file" on a policy initiative and needs to share information with other contracting authorities.</p> <p>In such cases, the authorised users shall have the right, if this proves necessary for the collaboration between the services concerned, to make Data available to other users, in a manner which is reasonably sufficient to illustrate or explain how its research or policy initiative relying on the Data was done, it being understood that (1) this cannot be interpreted as giving these other users any right which the authorised users do not have on the Data and (2) the access by these new users shall be limited to what is necessary for the purposes of illustration or explanation. Where the access rights are granted to named users only, the contractor shall accept, at no additional cost, to give access to such new users to the Data as is necessary to achieve such purposes, only for the duration as is necessary.</p> <ul style="list-style-type: none"> <li>- <i>Text and Data Mining (TDM)</i></li> </ul> <p>The contracting authority shall have the right to undertake text and data mining (TDM) operations on the Data, if useful for the purposes of its scientific research or policy analysis or other activities within its mission, regardless of whether the Data are protected by copyright, by the <i>sui generis</i> right on databases, or are not protected by any intellectual property right; this shall apply even if the contractor is offering its own text and data mining service.</p> <p>Possible technical measures put in place by the contractor to ensure the security and integrity of its networks or databases shall not limit TDM by the contracting authority</p>
--	---



	<p>beyond what is necessary for such purposes. If TDM by the contracting authority involves the use of routines such as web-crawling or scraping or indexing robots, the contracting authority shall inform the contractor and must ensure that this will not put any significant burden on the contractor's network, platform or services.</p> <p>Research outputs resulting from TDM activity shall, if requested by the contractor or if in accordance with standard scientific practices, contain the necessary acknowledgement of the source and copyright notice.</p> <p>If Data collected by the contracting authority for its TDM activity needs to be stored, it shall be stored securely, only as long as is necessary, and the Data shall not be made available for any other use.</p> <p><i>- Use of the Data for illustration of reports, policy documents, etc.</i></p> <p>The contracting authority shall have the right to include limited parts of the Data in its reports or communications, whether in print or electronic form, including via illustrations in the form of data-driven dynamic visuals, provided that (1) it is for illustration purposes only and (2) it is not done in a quantity or specificity that could reasonably be deemed, be it after reverse-engineering of the Data or otherwise, to be a possible substitute for the acquisition of the same Data by a third party. Such a publication shall include due acknowledgement of the source and, as the case may be, copyright notices in accordance with standard practice or with the directions received from the contractor.</p> <p>Similarly, the contracting authority shall have the right, if necessary to demonstrate the validity of its research or policy analysis towards third parties, to illustrate its publications with non-substantial parts of the Data, as much as is reasonably necessary for such purpose.</p> <p><i>- Publication of Data in aggregated form</i></p> <p>The contracting authority shall have the right, in its reports or communications, whether in print or electronic form, including via illustrations in the form of data-driven dynamic visuals, to publish the Data in aggregated form, i.e. in a manner where the Data are averaged or aggregated to such a degree that they cannot, even after reverse-engineering of the Data or otherwise, be reattributed to their initial corresponding origin or component.</p> <p><i>- Derivative products</i></p> <p>The contracting authority shall have the right to creative derivative products from the Data. For the sake of this Agreement, "derivative products" are results which are derived from, or were developed by making use of the Data, but which (1) do not contain the Data themselves or only contain a non-substantial part of the Data, and (2) do not allow reverse engineering of the Data in such a manner that a third-party could access the Data or make any meaningful use of the Data via the derivative products.</p> <p>The contracting authority shall be the owner of the intellectual property rights on the derivative products, without prejudice to the rights which may exist on the pre-existing Data. Derivative products shall, if requested by the contractor or if conform</p>
--	---

	<p>to standard practices, contain the necessary acknowledgment of the source and copyright notice.</p> <p><i>- Archiving after termination of the Agreement</i></p> <p>The contracting authority shall have the right to store and archive a copy of the Data, to the extent necessary to comply with its document management and retention rules and/or with rules on internal or scientific auditing and on the combatting of fraud, and provided that such a copy shall not be accessible for any other use or purpose.</p> <p>If necessary, the contracting authority shall also have the right to archive parts of the Data, if this may be necessary to be able to demonstrate to other contracting authorities or services, other institutions or to third parties on which basis and with what kind of Data the research or policy analysis was done. If archiving non-substantial parts of the Data would be sufficient for such purpose, the archiving shall be limited to such non-substantial parts. The copy made for archiving purposes under this provision shall be kept under secure conditions to prevent any unauthorised access.</p> <p><i>- Security of the Data</i></p> <p>The contracting authority shall follow the reasonable instructions agreed with the contractor regarding security of the Data and ensure that only authorised users have access to the Data and that no unauthorised access takes place. In the absence of specific instructions from the contractor, the contracting authority shall apply reasonable security measures to avoid such unauthorised accesses. Upon becoming aware of any unauthorised access, the contracting authority shall inform the contractor as soon as possible.</p> <p><i>- Indemnification in case of IP infringement</i></p> <p>The contractor warrants that use of the Data by the contracting authority in accordance with the Agreement will not infringe the intellectual property rights of any third party. The contractor shall indemnify, defend and hold the contracting authority harmless from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim made by a third party alleging an infringement. If such claim is made, the contracting authority will promptly inform and cooperate with the contractor.</p>
--	---

**e) Optional information/features**

Note that these optional information/features will not be part of the evaluation of the tender.

**List of desired optional information/features**

- Rating for the indication of the financial strength of each company
- Any enhanced information specifically for financial services companies.
- Annual corporate income tax base
- Sales or gross receipts disaggregated by *MS of destination* of the EU and "outside the EU"
- Deferred taxes
- Data on environmental indicators
- Data on energy indicators
- Data on intellectual property/ patents
- Data on public procurement
- Data on crossborder investment
- Data on mergers and acquisitions
- Full historical financial, employment, ownership, and related data on companies covering the longest available period
- « push notifications » at the opening of insolvency proceedings

Any additional information/function or product options which can be provided either for free or at an extra-cost by the tenderer should be indicated in the offer (Annex 6).

## **2.4 Meetings and missions**

Upon request of the contracting authorities concerned one physical meeting may be held in EU Institutions premises (Luxembourg, Ispra, Sevilla, Petten or Brussels) for years 2020, 2021, 2022 and 2023.

Upon the request of the contractor more physical meetings may be organised in the premises of the EU institutions (Luxembourg, Ispra, Sevilla, Petten and/or Brussels).

The contractor should provide the minutes of the meetings no later than 10 days following each meeting.

Travel expenses for such meetings should be included in the financial proposal of the tender.

## **2.5 Duration and timetable**

The contract is expected to be signed in 1<sup>st</sup> quarter of 2020. Execution of the tasks is to start on the date the specific contract enters into force.

The framework contract resulting from the present call for tenders is concluded for a period of 48 months with effect from the date on which it enters into force. The yearly deliveries should be implemented through specific contracts, signed by the relevant contracting authority and the contractor. The specific contracts should have a duration of 12 months with the possibility of a specific contract in each of the years covered by the framework contract. The first specific contract is expected to be signed immediately after signature of the FWC, and the solution/product proposed by the tenderer should be ready for immediate implementation.

Implementation of a specific contract is subject to budgetary constraints, satisfaction with the quality of service rendered under the previous contract and unilateral discretionary decision of the EU Institutions. Therefore, a specific contract by a contracting authority is not mandatory nor automatic.

## **2.6 Minimum requirements**

Tenders deviating from the requirements or not covering all minimum requirements described below will be rejected on the basis of non-compliance with the tender specifications and not be further evaluated.

- The tenderers must allow full access to the proposed solution/product (at no cost to the EU Institutions) for a limited number of maximum 6 persons and period of maximum two weeks to allow the EU Institutions to assess the bid. This free access will be used solely for the purposes of assessing the offer. In addition, tenderes may be invited to give a free of cost demonstration of the solution/product. The test version of the solution/product offered during the evaluation of the tenders must be the final product to be provided, once the tender is selected, immediately without any further development.

- The solution/product providing financial, employment, ownership, and related data on companies must cover, at the very least, information about the year of foundation, the national ID number, turnover, total assets, operating profit and the number of employees. Furthermore, the data must be for companies and legal entities of any size and must be provided for countries worldwide covering all economic activities from private and public sectors. Each company would have to be classified by its main and secondary sector of activity according the NACE and/or ISIC classification.
- The solution/product must contain trustworthy and comparable data extracted from reliable sources. As well, the data must be standardized, harmonized and regularly updated, at least once per month when available, otherwise quarterly. As a minimum, the frequency of the data shall be annual. Historical data going back at least 10 years are required.
- The solution/product must allow searches on the information, data queries, data export in usual structured formats (i.e. as a minimum PDF and CSV/Excel formats).
- The solution/product must be online, web-based and supported by the IT standards of the EU Institutions (see details in section 2.9). The entire solution/product shall also be in English.
- All metadata must be provided in, at the very least, English.
- The tenderer's current organization must include a helpdesk both for data contents questions and IT questions. Solution/product training sessions and tutorials should be provided upon request and should be tailored to user requirements.
- Minimum requirements for data access and use of the solution/product for OLAF and EPPO:

Access to the data is acquired by OLAF and EPPO for use in support of the investigations, operations activities and analytical work of OLAF and EPPO and of its key partners in the Member States, acceding States, candidate countries or other third countries which are aimed in particular at the protection of the EU's financial interests.

Users will be OLAF and EPPO staff as well as customs and law enforcement/anti-fraud authority staff in multiple locations in the Member States, who are authorised to access, read and download data.

OLAF, EPPO and Member States' customs and law enforcement authorities must be authorised to redistribute the results of analyses based on the data, reports or extracts from the data to any person or body cooperating with them in their field of competences, in particular with regard to the protection of the EU's financial interests in electronic, paper or other format and to state the source of the data. The redistribution will be for purposes of analysing and/or investigating possible fraud, corruption and any other illegal activities at any stage in that mission within administrative and judicial procedures. There will be no redistribution for commercial purposes.

**Member States access**

OLAF and EPPO must be authorised to give access to the database for external users limited to Member States' customs and law enforcement authorities who cooperate with OLAF and EPPO for actions against fraud, corruption and any other illegal activities in particular in order to protect the financial interests of the EU.

OLAF will request a number of user accounts which it will distribute to Member States' customs and law enforcement authorities, in particular analysis and investigative services, to be determined by OLAF. The access to the data can be used by customs and law enforcement officials in the Member State authorities for their investigations, operational activities and analytical work in relation to the protection of the financial interests of the EU.

Member State users should have access anonymously to the database using generic usernames, without having to provide email addresses, names of users and organisations or any details to be able to identify the individual users, to ensure anonymity for the Member State users. OLAF and EPPO cannot provide a list of Member State organisations and users having access.

▪ Request for additional information for OLAF and EPPO:

The contractor must be able to provide assistance in tracing companies not yet included in the data source or updating information about companies already available in the database at the explicit request of the user.

In addition to the normal way of verifying/completing the information, a possibility of "anonymous" verification needs to be foreseen, in which, the contractor should not contact the company for the completion of the information.

The price must include a reasonable number of such requests for additional information or updates, which should be possible directly online or through the customer service.

The offer should describe the procedure for tracing companies not yet included in the data source and indicate how long this procedure takes following a request.

Furthermore, the tender shall comply with applicable environmental, social and labour legislation established under Union legislation, national legislation, collective agreements or the applicable international social and environmental conventions listed in Annex X to Directive 2014/24/EU<sup>2</sup>.

## **2.7 Technical implementation reports**

The work carried out by the contractor under the specific contract will be subject of a final technical report. The final technical report must be sent to the contracting authorities concerned by the specific contracts by the contractor in electronic format each year, after the execution of the data deliveries.

---

<sup>2</sup> OJ L 94 of 28.03.2014, p. 65

Twelve months after the starting date of the execution of the defined in the specific contract, the contractor shall provide, as soon as possible and within sixty days of completion of the tasks referred to in section 2.3, a final technical report.

This final technical report shall describe the results obtained and the means which were implemented for the execution of the specific contract. In particular, the report should include information about:

- The completeness of the database provided to the contracting authority;
- The services provided (users assistance, training given, documents provided,...);
- The technical issues encountered;
- The improvements made on the application (new features, IT performance, ...).

The report shall accompany the corresponding invoice.

On request of a contracting authority, the contractor must supply usage reports sufficient to meet the following requirements:

- Demonstrate that the software is being actively used;
- Provide an indication of sudden, unexpectedly large downloads. This should preferably be by e-mail notification.

The contracting authority reserves the right to require quarterly usage reports and to approve them prior to payment. Quarterly reports should be produced within two weeks, i.e. 10 working days of the end of each quarter. They must be available at individual user level, including the number of log-ins per month. Sufficient extra detail should be included to meet the requirements above.

If the contracting authority requires quarterly usage reports (e.g. units ordered, units remaining, available units as per 31/12/N), payments shall be conditional on the approval by the contracting authority concerned of the quarterly usage reports for each quarter.

## **2.8 Assessment of results**

Yearly deliverables will be evaluated by the contracting authority. The evaluation of the performance of the contract will be done on the basis of:

- Completeness of the data delivered: general requirements and specific requirements have been provided;
- Quality and timing of the data delivered: all data extracted from reliable sources are made available by the contractor and regularly updated, at least once per month when available, otherwise quarterly;
- Quality of the user support and training given: user support by telephone and e-mail should be provided at normal business times (8am to 6pm CET) from Monday to Friday) and with a maximum response time of 4 hours;
- Quality of the feature and performance for the web-based application. All specific IT requirements have been provided

## 2.9 Specific conditions

The tenderer's application must be compatible with the EU Institutions IT standards listed below:

### **Desktop Environment**

Eurostat works with a Microsoft Windows 7/10 (64bit) based Local Area Network (LAN).

All PCs are connected to this LAN (TCP/IP) using Active Directory environment.

The PCs and Laptops are equipped with standard processors and graphics cards for office use. They have at least 4 GB of main memory (RAM).

### **Operating System:**

- MS Windows 7 (64bit) with BitLocker activated (replaced by Windows 10 in 2019)
- MS Windows 10 (64bits) will gradually be rolled out until the end of 2019

### **Installed Software:**

- Window 7 Platform
  - MS Office 2010 (32bit) (including WORD, EXCEL, POWERPOINT, ACCESS, INFOPATH Designer/Filler and ONENOTE)
  - MS Outlook 2010 (32bit) (mail program)
- Windows 10 Platform
  - MS Office 2016 (32bit) (including WORD, EXCEL, POWERPOINT, ACCESS, and ONENOTE)
  - MS Outlook 2016 (32bit) (mail program)
  - MS Edge
- Internet Explorer 11
- Firefox 60 ESR\*
- Google Chrome 73 \*
- McAfee VirusScan (Virus scanner)
- 7-zip
- Several AddIns/Templates for MS Word (Eurolook, Legiswrite)
- Some other applications (i.e. terminal emulations, Adobe Reader etc.)

### **Database drivers / runtime environment:**

- PowerBuilder Run-Time
- Oracle Net Client \*\* (32bit)
- Java™ SE Runtime Environment 7.0 Update 151 (32bit) \*\*\*
- MS .Net Framework \* 1.0, 1.1, 2.0, 3.0, 3.5, 4.0 and 4.5.x (32bit and 64bit)
- MS Visual C++ \* 2005/2008/2010/2012/2013 Redistributables (32bit and 64bit)
- MS App-V 4.6 SP3 - 5.1 \*



**User restrictions**

- Users have only write access in their profile folder *C:\Users\[userID]*, *C:\ProgramData* and *C:\User\Public*.
- Users do not have local administrator rights. Application Locker (AppLocker) is activated. Execution of files is only allowed if they are installed in specific folders like *C:\Program Files*, *C:\Program Files (x86)* on Windows 7/10 environments or *C:\pgm* on Windows 7 environment only
- The new Windows 10 environment will include additional user restrictions.

**Server Environment**

EUROSTAT server environment has fully moved to a centralised server environment provided by DG DIGIT.

The different hosting services provided by DG DIGIT are listed below.

**Front-End Application Layer**

Technology	Product
LAMP/T Service	RHEL v 6*/7 64bit Apache 2.4.x PHP 7.0.x Tomcat 8.0.x Java JDK 1.8_0.x MySQL 5.6.x Python 2.7.10 Perl 5.22.0
Liferay Portal	Liferay 6.2
Web Server Service	Apache 2.4.x
WebLogic Platform	WL 12C (12.1.3) WL 12C (12.2.1)
Coldfusion Platform	CF11 (Phasing out - not to be used for new systems)

**Back-End Application Layer**

Technology	Product
Oracle SOA/BPM Suite Service	Oracle BPM Suite 12C (12.2.1.2) Runs on WLS 12.2.1.2 JDK8 Oracle SOA Suite (Service Orchestration) 12C (12.2.1.2) Runs on WLS 12.2.1.2 JDK8 Oracle Service Bus 12C (12.1.3) Runs on WLS 12.1.3
BODS Hosting	BODS Server
BizTalk	BizTalk Server
GIS Service	ESRI ArcGIS Server ESRI ArcSDE

**Reporting Application Layer**

Technology	Product
Qlikview	QV Server 12
Business Objects XI	BO XI

**Database Layer**

Service	Technology
Oracle RDBMS	Oracle RDBMS 11.2.0.4 and 12C
MySQL RDBMS	MySQL Enterprise Edition 5.6.x
SQL Server Service	SQL Server 2012/4

**Application Housing**

Service	Technology
Housing containers	RHEL version 6* - 7 64bit MS Windows 2012 R2 64bit

These servers are connected to different TCP/IP Networks, depending on their content and the access is protected by firewalls.

Please note that list of hosting service provided by DIGIT may change and the final delivery target environment available during the contract can be clarified at the beginning of the contract period to match the infrastructure evolution on request.

It is likely that during the contract period new versions of hardware and software will be used.

- \* Software version scheduled to be included or updated during 2019
- \*\* The actual software version be used during the contract will be communicated on request.
- \*\*\* To be deprecated as browser plugin during 2019

**Specific conditions regarding the usage/consumption (only applies to ordered solutions/products based on number of searches-downloads (reports))**

For each order requested by the EU Institutions within a period of one year, the ordered numbers of searches or downloads will be cumulated and the price per search or per download will be calculated based on the total purchased searches, downloads or users.

In the event of under-consumption of the searches or downloads, the duration of the specific contract may be extended to allow for the use of remaining searches or downloads that have already been paid for, through an amendment to the specific contract.

If the specific contract is terminated by either one of the parties in accordance with Article I.9 of the FWC, the contracting authority shall be reimbursed the full monetary value of the remaining searches or downloads.

The same conditions shall apply in the event that the prices are expressed in units or credits.

**Other specific conditions for some contracting authorities**

- For OLAF and EPPO:

Access to the data is acquired by OLAF and EPPO for use in support of the investigations, operations activities and analytical work of OLAF and EPPO and of its

key partners in the Member States, acceding States, candidate countries or other third countries which are aimed in particular at the protection of the EU's financial interests.

Users will be OLAF and EPPO staff as well as customs and law enforcement/anti-fraud authority staff in multiple locations in the Member States, who are authorised to access, read and download data.

OLAF, EPPO and Member States' customs and law enforcement authorities must be authorised to redistribute the results of analyses based on the data, reports or extracts from the data to any person or body cooperating with them in their field of competences, in particular with regard to the protection of the EU's financial interests in electronic, paper or other format and to state the source of the data. The redistribution will be for purposes of analysing and/or investigating possible fraud, corruption and any other illegal activities at any stage in that mission within administrative and judicial procedures. There will be no redistribution for commercial purposes.

### **Member States access**

OLAF and EPPO must be authorised to give access to the database for external users limited to Member States' customs and law enforcement authorities who cooperate with OLAF and EPPO for actions against fraud, corruption and any other illegal activities in particular in order to protect the financial interests of the EU.

OLAF will request a number of user accounts which it will distribute to Member States' customs and law enforcement authorities, in particular analysis and investigative services, to be determined by OLAF. The access to the data can be used by customs and law enforcement officials in the Member State authorities for their investigations, operational activities and analytical work in relation to the protection of the financial interests of the EU.

Member State users should have access anonymously to the database using generic usernames, without having to provide email addresses, names of users and organisations or any details to be able to identify the individual users, to ensure anonymity for the Member State users. OLAF and EPPO cannot provide a list of Member State organisations and users having access.

### **Technical modalities for the data access (only for OLAF)**

OLAF and Member State users will connect to the external database using standard Internet connectivity. To facilitate user registration and management OLAF prefers to use the Anti-Fraud Information System (AFIS) portal as the user repository for access to the external database. The AFIS portal is capable of providing Single Sign-On services for external applications. Logons must be by means of local user names and passwords, or by means of a Single Sign-On access (for example by implementing the SAML protocol).

This would require a minor integration from the vendor which would result in reduced efforts to register and maintain user access to the data for both the vendor and OLAF.

Tenderers must indicate in the bids their ability and willingness to integrate with the AFIS portal as a Single Sign-On (SSO) provider at no additional cost. See description of the Anti-Fraud Information System for technical details.

The application should be compliant with the authentication protocols and in particular must support either SAML (Secure Assertion Markup Language) or OIDC (OPEN-ID connect). OLAF does not currently support identification using IP address.

### **Access via an OLAF gateway – Anti Fraud Information System**

The Anti-Fraud Information System (AFIS) allows external service providers to leverage AFIS users and identities to grant access to their applications. The solution is based on the industry standard SAML2 protocol, allowing an efficient integration using standard interfaces. The process when using AFIS as an identity provider to allow Single Sign-On to external applications can be summarized as follows:

- The AFIS user logs on to the AFIS portal;
- Based on the users' privileges a shortcut for the external application is displayed on the AFIS portal;
- Upon clicking the icon the AFIS user's browser will open a new tab pointing to the external application;
- The external application contacts the AFIS Identity Provider service to validate the user;
- The AFIS Identity Provider service will respond to this request indicating whether the user is a valid AFIS user, whether or not the user is currently successfully logged on to the AFIS portal.

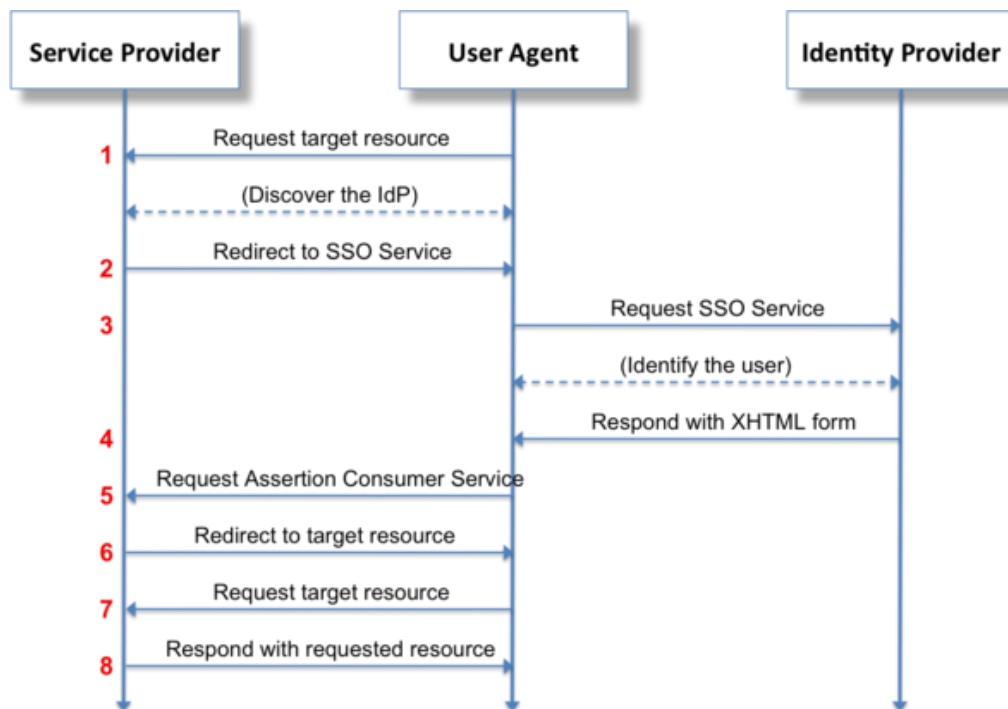
This process is entirely transparent for AFIS users who are logged on to the AFIS portal. The proposed solution allows the external application several options and approaches regarding the authentication and authorization of AFIS users:

- Grant access to AFIS users without creating linked users in their own repository.  
Attention: applications requiring user information such as settings or preferences will not be able to store this information.
- Grant access to AFIS users by creating a single linked user in their own repository.  
Attention: applications requiring user information such as settings or preferences will effectively share these settings or preferences between all AFIS users seeing that only one profile is available.
- Grant access to AFIS users by creating a linked user for the respective users in their own repository.  
This is the most flexible solution and allows settings or preferences to be saved for each individual user.

### **Technical description**

The AFIS platform offers identity provider services using SAML2 protocol using the web browser SSO profile or OpenID connect protocol. On successful authorisation with the identity provider, the external application will receive the user ID.

## Detailed SAML2 flow



The picture above represents the flow of requests to achieve single sign-on with SAML2 web browser profile.

### a) Request the target resource at the SP

The principal (via an HTTP user agent) requests a target resource at the service provider:

`https://sp.example.com/myresource`

The service provider performs a security check on behalf of the target resource. If a valid security context at the service provider already exists, skip steps 2–7.

### b) Redirect to the SSO Service at the IdP

The service provider determines the user's preferred identity provider (by AFIS token for example) and redirects the user agent to the SSO Service at the identity provider:

`https://idp.example.org/SAML2/SSO/Redirect?SAMLRequest=request`

The value of the `SAMLRequest` parameter is the [Base64](#) encoding of a deflated `<samlp:AuthnRequest>` element.

**c) Request the SSO Service at the IdP**

The user agent issues a GET request to the SSO service at the identity provider where the value of the `SAMLRequest` parameter is taken from the URL query string at step 2. The SSO service processes the `AuthnRequest` and performs a security check. If the user does not have a valid security context, the identity provider identifies the user

**d) Respond with an XHTML form (this step is optional)**

The SSO service validates the request and responds with a document containing an XHTML form:

```
<form method="post" action="https://sp.example.com/SAML2/SSO/POST" ...>
  <input type="hidden" name="SAMLResponse" value="response" />
  ...
  <input type="submit" value="Submit" />
</form>
```

The value of the `SAMLResponse` parameter is the base64 encoding of a `<samlp:Response>` element.

**e) Request the Assertion Consumer Service at the SP**

The user agent issues a POST request to the assertion consumer service at the service provider. The value of the `SAMLResponse` parameter is taken from the XHTML form at step 4.

**f) Redirect to the target resource**

The assertion consumer service processes the response, creates a security context at the service provider and redirects the user agent to the target resource.

**g) Request the target resource at the SP again**

The user agent requests the target resource at the service provider (again):

```
https://sp.example.com/myresource
```

**h) Respond with requested resource**

Since a security context exists, the service provider returns the resource to the user agent.

Note: In SAML 1.1, the flow begins with a request to the identity provider's inter-site transfer service at step 3.

## OIDC connect flow

Alternatively AFIS also supports Open-ID connect, a protocol based on top of OAuth2. Further details about the protocol can be found at <https://openid.net/connect/>

## Terms and definitions

- What is single sign-on?

Single sign-on is a property of access control of multiple related yet independent software systems. With this property a user logs in once and gains access to all systems without being prompted to log in again at each of them.

- How does single sign-on work?

In single sign-on there are three parties: identity provider, user agent and service provider.

- Identity Provider (IdP)

An Identity Provider is responsible for:

- Providing identifiers for users looking to interact with a system.
- Asserting to such a system that such an identifier presented by a user is known to the provider.
- Possibly providing other information about the user that is known to the provider (user ID only).

In perimeter authentication, a user needs to be authenticated only once (single sign-on). The user obtains a security token which is then validated by an Identity Assertion Provider for each system that the user needs to access. There are various protocols for perimeter authentication, AFIS uses SAML2 protocol.

- Service Provider (SP)

A service provider is a role donned by a system entity where the system entity provides services to principals or other system entities. Let's say for instance [www.example.com](http://www.example.com) allows users to logon with AFIS credentials, in this case the website [www.example.com](http://www.example.com) acts as service provider and AFIS acts as Identity Provider.

- User Agent (UA)

User Agent is a medium through which user connects to the service provider, in most cases this will be a web browser.



- For APPF:

APPF and “National Contact Points” (any person or persons specifically designated by the relevant authorities in the Member States for the purpose of exchanging information in the application of Regulation (EU, Euratom) No 1141/2014) may access and use the data in support of investigations and operations within their respective field of competences. Natural and legal persons under investigation may also access the data in the context of the exercise of their rights of defence.

Those National Contact Points may redistribute the results of analyses based on the data, reports or extracts from the data to any person or body cooperating with them in their field of competences in electronic, paper or other format and state the source of the data. The redistribution will be for purposes of analysing and/or investigating possible fraud, corruption and any other illegal activities at any stage in that mission including within administrative and judicial procedures. There will be no redistribution for commercial purposes.

- For RTD:

Possibilities to make accessible the solution/product outside the premises of RTD to third parties for Data analysis, forecasting and editing reports, mostly external contractors/consultants working exclusively under a contract with the ordering contracting authority.

RTD should be authorised to give access to the database for external users limited to contractors of public procurement who are working with RTD on policy making related projects and for the purposes and duration of the contract only.

The redistribution will be for the purpose of matching and integrating the data into a Commission owned data repository (e.g. knowledge graph) for analysis and exploration as per the technical specifications of the contract with the ordering contracting authority.

There will be no redistribution for commercial purposes by third parties; the tenderer must specify conditions and prices to extend the access to third parties outside the premises of the ordering contracting authority.

- **Confidential data**

In accordance with Regulation (EC) No 223/2009 of the European Parliament and of the Council of 11 March 2009 on European statistics (OJ L 87, 31.3.2009, p.164) it is forbidden to use confidential statistical data for purposes other than the tasks expressly set out in the contract for the provision of services and is forbidden to process, disseminate or otherwise make available or use these data in any way whatsoever. These obligations remain in force after the termination of the contract.

Corresponding declaration has to be signed by the contractor (see Annex VIII of the contract).

The successful tenderer should implement and present in its tender the appropriate management procedures and security controls to avoid any breach of information. The staff working on the project will be required to sign the Eurostat confidentiality agreement. Access to confidential statistical information will only be possible within the premises of Eurostat.

### 3 INFORMATION ON THE CONTRACT

#### 3.1 General information

The submission of the tender implies acceptance of all the terms and conditions set out in the procurement documents (contract notice, invitation to tender, tender specifications, draft contract) and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. **The submitted tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.**

If the tenderer is not in a situation to accept some of the terms of Article I.10 – "Exploitation of the results of the contract" of Special conditions of the draft contract (Annex 7), adaptations to this article may be proposed to the Commission. The Commission shall decide if these proposals are acceptable or not.

Once the Commission has opened the tender, the document shall become the property of the Commission and it shall be treated confidentially.

The Contractor is to carry out the tasks in accordance with:

1. the contract;
2. the technical specifications;
3. the tender.

In the event of conflict between these three documents, their provisions will apply in descending order.

No variants are allowed in relation to the services or the price schedule proposed in accordance with this tender specification

The place of the work will be the Contractor's usual workplace.

#### 3.2 Payments

Contracts will be expressed in euro. All payments under these contracts will also be made in euro.

Payments under the contract will be made in accordance with Articles I.5 and II.21 of the draft contract in Annex 7.

#### 3.3 Ordering process

Services shall be provided on the basis of specific contracts.

The ordering process is initiated by the EU Institutions via a request form sent to the Contractor describing the required service. On receipt, the Contractor must, within a given time period, either decline the request or make a proposal to the EU Institutions for

the execution of the request. The process culminates in the signature of a specific contract, or in the withdrawal of the request form.

The Contractor must be capable of providing the services ordered rapidly.

### **3.4 Replacement of persons assigned to carry out the work**

The Commission expects the contract to be executed by those persons identified in the tender. Whenever a replacement is necessary, the Contractor must ensure a high degree of stability of the services and an effective transfer of information.

Any replacement must be submitted to the Commission for written approval. The Contractor shall provide a timely replacement with at least equivalent qualifications and experience if:

- for duly justified reasons, a person is unable to continue providing the services;
- any person specified in the contract is found by the Commission to be incompetent in discharging or unsuitable for the performance of his/her duties under the contract or if carrying out his tasks under the contract prejudices the good and timely performance of the contract. Unless otherwise stated, if the Commission requests a replacement in writing, the Contractor must propose a replacement within one month of the receipt of the Commission's request. Failure to make such a proposal within this period will be considered a breach of contract.

Such a replacement will not oblige the Commission to pay any remuneration, fees or costs additional to those laid down in the initial contract. The Contractor must bear any additional costs arising from or incidental to such replacement. Such costs will include the costs of the return journey of the replaced member of staff and his family, the costs of the replacement's training and, if necessary, the expenses arising from the need to maintain simultaneously at the place of work the member of staff to be replaced and his replacement.

### **3.5 Personal data and intellectual property rights**

#### **3.5.1 Personal data**

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 in accordance with Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295, 21.11.2018, p. 39. 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 unit involved. Details concerning the processing of your personal data are available at:

[https://ec.europa.eu/info/departments/data-protection-officer\\_en](https://ec.europa.eu/info/departments/data-protection-officer_en)

All personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 136 of the Financial Regulation<sup>3</sup>. For more information, see the Privacy Statement on

[http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm)

### 3.5.2 Intellectual property rights

Your attention is drawn on Article I.10 of the contract's special conditions which contains specific provisions on intellectual property rights related to the results of the contract and their use.

As explained in Section 2.3 –d) Intellectual property requirements, the tenderer may decide to propose an alternative set of clauses. The alternative text would then be assessed for its adequateness to the contracting authority's needs, as further explained in this Section 2.3 –d).

## 3.6 E-prior

The execution of the contract between the Commission and the contractors could be automated by the use of the following application: e-Invoicing, e-Catalogue, e-Ordering, e-Request based on an electronic exchange platform (e- Prior). Information on the technical and functional characteristics of the above-mentioned system can be found at:

<https://webgate.ec.europa.eu/fpfis/wikis/x/8pBsAQ>

At the request of the Commission, the use of the above applications could be mandatory for contractors during the lifetime of the contract.

The e-Invoicing application may be used for this contract (the decision to use this application can be taken at the start of the contract or during the lifetime of the contract (through an amendment)). Further information on this application is available in the general conditions of the draft contract (Annex 7) in Art II.1, II.5 and in Annex VII (e-invoice Interchange Agreement) of this contract and through the above-mentioned link.

If provided for in the special conditions of the contract, the exchange of electronic documents (e-documents) such as invoices between the parties is automated through the use of the *e-PRIOR* platform. This platform provides two possibilities for such exchanges: either through web services (machine-to-machine connection) or through a web application (the *supplier portal*).

Other applications as e-Sourcing and e-Fulfilment, which are currently under development may be implemented on a voluntary basis during the contract execution.

---

<sup>3</sup>

REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012. <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L:2018:193:TOC>

## 4 INFORMATION ON THE TENDER PROCEDURE

### 4.1 General information

The legal basis for EU procurement consists of the relevant articles of the Financial Regulation, i.e.:

– Financial Regulation - REGULATION (EU, Euratom) 2018/1046 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012.

The Contracting authority has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender (see 4.2).

– Judgments, mainly of the General Court in procurement cases.

The Financial Regulation incorporates the rules from Directive 2014/24/EU<sup>4</sup>, hereinafter referred to as “the Directive” and Directive 2014/23/EU on concessions<sup>5</sup>.

This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit Commission staff or influence the evaluation committee or its individual members in any way during the tendering process will render his or her tender invalid.

The tender must be clear and concise, with continuous page numbering, and assembled so as to constitute a coherent whole (e.g. bound or stapled, etc.). Since tenderers will be judged on the content of their written tenders, these must clearly state that the tenderer is able to meet the requirements of the specifications and is capable of carrying out the work.

Tenders must be written in one of the official languages of the European Union. They must include all the information and documents required by the Commission for the evaluation of tenders on the basis of the exclusion, selection and award criteria, in accordance with these specifications, in the absence of which the Commission may decide to exclude the tender from the award procedure for the contract. For details, see item 4.4 “Structure of the tender”.

---

<sup>4</sup> OJ L 94, 28.03.2014, p. 65, see <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014L0024&from=EN>

<sup>5</sup> OJ L 94, 28.03.2014, p. 1, see <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014L0023&from=EN>

## 4.2 Who may participate in this invitation to tender

Participation in this invitation to tender (including each member of a group of economic operators if applicable) is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

### For British tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

It is also open to all natural and legal persons established 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 or,
- has ratified the plurilateral Agreement on Government Procurement (GPA) concluded within the World Trade Organisation (WTO), under the terms of that Agreement.

Economic operators can submit a tender either as a sole tenderer or as a group of tenderers. In either case subcontracting is permitted.

In order to fulfil the selection criteria set out in Section 4.5.1.B the tenderer can rely on the capacities of subcontractors or other entities.

The role of each entity involved in a tender (hereafter referred to as *involved entity*) must be clearly specified: sole tenderer, member of a group or Group leader, subcontractor or an entity on whose capacities the tenderer relies to fulfil the selection criteria<sup>6</sup>. This applies also where the *involved entities* belong to the same economic group.

### 4.2.1 Joint tenders

A **joint tender** is a situation where a tender is submitted by a group (with or without legal form) of economic operators (natural or legal persons) regardless of the link they have between them. The group as a whole is considered a tenderer<sup>7</sup>. Joint tender may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability.

Group members in joint tenders may submit only one tender for a single contract.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. The model power of attorney attached in **Annex 4** is to be used.

---

<sup>6</sup> Such an entity is not considered a subcontractor unless the entity is relied on to fulfill the technical and professional selection criteria (see Section 4.2.3).

<sup>7</sup> References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the Group leader, authorised by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 4**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of:

- a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see Section 2.2) and is not in an exclusion situation, or
- exclusion or rejection of a member by the *Contracting authority* where the member has no access to procurement, is in an exclusion situation or does not meet a relevant selection criterion.

In either case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the excluded/rejected entity must be taken over by the group, the change must not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified

The documents required and listed in the present specifications must be supplied by every member of the grouping (see 4.4); the checklist in Annex 9 will help verifying the level of information to be provided according to the role of each entity in the tender.

**The Tender Report has to be signed by the joint tender leader (hand or electronic signature, as explained in point 1.2 of the Annex 8 to Tender Specifications: e-Submission application guide).**

#### **4.2.2 Subcontracting**

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The contractor retains full liability towards the *Contracting authority* for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).



- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)) .
- d) Use of staff without employment contract (“self-employed persons working for the contractor”) to perform substantially the same tasks as the staff with employment contract (“employees”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tender (see Section 2).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

**By filling in the form available in Annex 2, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors.**

Tenderers are required to identify all subcontractors.

Any subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in *Annex 3.1* and signed by its authorised representative

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.

If certain tasks provided for in the contract are entrusted to subcontractors, the Contractor shall remain bound by its contractual obligations to the Commission under the Contract and shall be solely responsible for the performance of the contract (see Article II. 10 of the draft contract in Annex 7).

See Section 4, item 4.4 to check which information must be provided in case of group of economic operators and subcontracting.

#### **4.2.3 Entities on whose capacities the tenderer relies to fulfil the selection criteria**

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 3.2**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

### 4.3 How to send a tender

#### 4.3.1 General Information

If you are interested in this contract, you should submit a tender (see structure below described in item 4.4).

Tenders must be submitted exclusively via the electronic submission system (e-Submission) available from the below website<sup>8</sup> (<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=5442>). Tenders submitted in any other way (e.g. e-mail or by letter) will be disregarded.

In order to submit a tender using e-Submission, tenderers (each member of the group in the case of a joint tender) will need to register in the European Commission's [Funding & tender opportunities](#) (Select “How to participate / Participant Register” from the menu bar) - an online register of organisations participating in EU calls for tenders or proposals. On registering each organisation obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the above register. Instructions on how to create a PIC can be found in the PIC-management [Quick Guide for Economic Operators](#).

Tenderers already registered in the Participant Register shall reuse their existing PICs when preparing tenders in e-Submission.

The time-limit for receipt of tenders is indicated under Heading IV.2.2 of the contract notice where local time shall be understood as Luxembourg time (i.e. local time at the contracting authority's location)

A tender received after the time-limit for receipt of tenders will be rejected. The tender reception confirmation provided by e-Submission with the official date and time of receipt of the tender (timestamp) constitutes proof of compliance with the time-limit for receipt of tenders.

Details on the electronic submission system are provided in section: Annexes of the procurement documents (Annex 8 e-Submission application guide). In order to help tenderers presenting a tender, a checklist of the documents to be submitted in the e-Submission application is provided in annex 9.

All costs incurred for the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.

---

<sup>8</sup> For detailed instructions on how to submit a tender please consult Annex 8 (e-Submission application guide) in Annexes of the procurement documents and the e-Submission Quick Guide available at: [https://webgate.ec.europa.eu/esubmission/assets/documents/manual/quickGuide\\_en.pdf](https://webgate.ec.europa.eu/esubmission/assets/documents/manual/quickGuide_en.pdf). In case of technical problems, please contact the e-Submission Helpdesk (see contact details in the Quick Guide) as soon as possible.

#### 4.3.2 Date and place of opening of the tenders

Tenders will be opened in public at the following address:

Eurostat  
Joseph Bech Building  
rue Alphonse Weicker, 5  
L-2721 Luxembourg (Kirchberg)

The exact date, time and meeting room of the opening session are indicated under Heading IV.2.7 of the contract notice.

A maximum of two representatives per tender may attend the opening session. For organisational and security reasons the request to attend must comply with the following:

- it must contain the full name, date of birth, nationality and ID or passport number of the representative(s)<sup>9</sup>
- it must be signed by an authorised officer of the tenderer
- it must be sent by e-mail at least two working days in advance to [ESTAT-CALLS-FOR-TENDER-DIRECTORATES-A-B@ec.europa.eu](mailto:ESTAT-CALLS-FOR-TENDER-DIRECTORATES-A-B@ec.europa.eu)

The representative(s) will be required to present the tender reception confirmation generated by e-Submission and to sign an attendance sheet. The contracting authority reserves the right to refuse access to its premises if the above information or the tender reception confirmation are not provided as required.

The economic operators who submitted a tender and whose representative was not present at the opening meeting may send an information request to [ESTAT-CALLS-FOR-TENDER-DIRECTORATES-A-B@ec.europa.eu](mailto:ESTAT-CALLS-FOR-TENDER-DIRECTORATES-A-B@ec.europa.eu). They will be informed per e-mail if their tender was admissible as well as of the identity of the other tenderers.

#### 4.3.3 Contact with Eurostat

In principle, no contact is permitted between the Commission and the tenderer during the procedure. However, contact may exceptionally be permitted before the final date for the receipt of tenders:

- **On the tenderers' initiative:** in order (and only then) to clarify the nature of the contract. Any request for additional information must be made in writing only through the above TED e-Tendering website in the "Questions & answers" tab, by clicking "Create a question" (registration on TED e-Tendering is required to be able to create and submit a question).  
(<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=5442>)
- The Contracting Authority is not bound to reply to requests for additional information made less than six working days before the deadline for receipt of tenders. Provided it has been requested in good time, such additional information will be supplied simultaneously to all economic operators through the e-Tendering website (<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=5442>) no later than six days before the deadline for the receipt of tenders.

---

<sup>9</sup> This data is necessary to ensure access to Commission buildings. Details concerning the processing of personal data for visitors to the European Commission are available in the privacy statement at: [https://ec.europa.eu/info/files/data-protection-notice-visitors-european-commission\\_en](https://ec.europa.eu/info/files/data-protection-notice-visitors-european-commission_en)

**The website will be updated regularly and it is your responsibility to check for updates and modifications during the submission period.**

- **On the initiative of the Contracting Authority**: in order to inform all interested parties of the existence of an error, a lack of precision, an omission or any other type of defect in the documents relating to the invitation to tender by supplying information on the e-Tendering website address:

<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=5442>

After the tenders have been opened, contact may be permitted only on the initiative of the Contracting Authority, where some clarification is required in connection with a tender, or if obvious clerical errors in the tender must be corrected, provided this does not lead to substantial changes to the terms of the submitted tender.

In any event, such contact must not lead to any amendment of the terms of the tender.

In exceptional case (unavailability of e-Tendering, other reason...), and under the conditions described above, further information can be obtained by sending an **e-mail or letter** to:

For the attention of Eurostat  
Financial Cell of Directorate B  
Office BECH A4/162  
L-2920 Luxembourg

[ESTAT-CALLS-FOR-TENDER-DIRECTORATES-A-B@ec.europa.eu](mailto:ESTAT-CALLS-FOR-TENDER-DIRECTORATES-A-B@ec.europa.eu)

#### **4.3.4 Period of validity of the tender**

Tenders must be firm and not be subject to revision for the duration of the work. The tender must remain valid for a period as indicated under point IV.2.6 of the contract notice following the closing date for receipt of the tenders. Where the initial contract is stated to be renewable, the tender will remain valid for such renewals. Upon renewals of contracts, the Commission reserves the right to request updated forms for exclusion and selection criteria (see item 4.4 below). The contract(s) will be signed within the validity period, during which the tenderer must continue to meet all the requirements set in the exclusion, selection and award criteria. If the situation concerning these requirements has been altered in the period that has elapsed since the tender in question was submitted, any changes must be reported immediately and at the tenderer's own initiative to the Commission.

#### 4.4 Structure of the tender

Following the structure of the e-Submission application, all tenders must include the following sections:

(1) Parties – information about the parties participating in the procurement procedure, which covers the following items:

a) Identification and information on the composition of the tenderer (section 4.4.1);

b) Information regarding the exclusion and selection criteria (4.4.2 and 4.4.3).

(2) Tender data – you will need to provide the technical tender and the financial tender (financial proposal). (section 4.4.4 and 4.4.5)

(3) Tender report – you will need to provide the signed tender report (4.4.6)

Section in Tender Specifications	Where to insert in e-Submission
Section 4.4.1 Parties: identification of the tenderer:	<p><b>"Parties"</b> → "Identification of the Tenderer" → "[Party Name]" → tab 'Attachments'- Legal and regulatory capacity.</p> <p><b>"Parties"</b> → "Identification of the Tenderer" → "[Party Name]" Required field "Declaration on honour"</p>
Section 4.4.2 Parties: identification of the tenderer relating to the exclusion criteria.	<p><b>"Parties"</b> → "Identification of the Tenderer" → "[Party Name]" → tab 'Attachments'- Exclusion criteria declaration on honour</p>
Section 4.4.3 Parties: identification of the tenderer: Evidence relating to the selection criteria	<p><b>"Parties"</b> → "Identification of the Tenderer" → "[Party Name]" → tab 'Attachments'- Technical and professional capacity"</p> <p><b>"Parties"</b> → "Identification of the Tenderer" → "[Party Name]" → tab 'Attachments'- Economic and financial capacity" (no evidence to be provided at the stage of submission)</p>
Section 4.4.4 Technical Tender – Addressing technical specifications and award criteria	<p><b>"Tender data"</b> → "Add your tender data – Technical tender [name of Call for Tender/ Lot name]"</p>
Section 4.4.5: Financial Tender	<p><b>"Tender data"</b> → "Add your tender data – Financial tender [name of Call for Tender/ Lot name]"</p>
Section 4.4.6: Tender Report	<p><b>"Tender report"</b> → "Add your signed tender report"</p>

The tender must include all the requested information and be perfectly legible so that there can be no doubt as to words and figures.

The technical tender with page numbering must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria.

The tender must include a **cover letter** signed by an authorised representative, presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

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 9.** 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

The Commission reserves the right to request any other additional information in relation to the tender submitted, for evaluation or verification purposes within a time-limit mentioned in its request.

#### 4.4.1 Section One: Parties :identification of the tenderer

**Tenderers** may choose between presenting a **joint tender** (see 4.2) and introducing a tender as a **sole economic operator**, in both cases with the possibility of having one or several subcontractors (see 4.2).

Whichever type of tender 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.

In the e-Submission application, tab "Ways to submit", the tenderers should indicate the organization type (sole tenderer, joint tender involving subcontractors), fill out the required information and additional fields (Identification info, Registration info, ....), according to the type of tender. The information has to be completed for all entities participating in the tender, including subcontractor(s).

##### ➤ Forms

The following forms (see below the different cases) shall be duly filled in and signed by a representative of the economic operator authorised to sign contracts with third parties.

These forms must be uploaded under "**Parties**" → "Identification of the Tenderer" → "[Party Name]" → tab 'Attachments'- Legal and regulatory capacity

##### Case 1: Submission by one tenderer

- The completed "Administrative information form" (**Annex 1**) accompanied by a legible copy of the **notice of appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. If they are necessary in order to show the authorisation to represent the tenderer, the instrument of

incorporation or constitution of the legal entity and/or a copy of the statutes have to be submitted. If the person(s) signing the tender or the person designated to sign the contract is/are entitled to represent the economic operator by a power of attorney from the abovementioned authorised persons, the power of attorney must also be submitted;

- The “Questionnaire for joint tenders and/or subcontracting” (**Annex 2**) signed by a legal representative of the tenderer.

#### Case 2: Submission of joint tender

- For each entity involved (all members of the group of economic operators including the lead partner): the completed “Administrative information form” (**Annex 1**);
- For each member of the group of economic operators, except the lead partner, : a letter signed by a legal representative of the member, giving the authorisation to the lead partner to submit the tender on its behalf <sup>10</sup>;
- The “Questionnaire for joint tenders and/or subcontracting” (**Annex 2**) signed by a legal representative of the lead partner.

#### Case 3: Submission with subcontractor(s)

- In addition to the documents requested under Case 1 or 2, a “Letter of availability of a proposed subcontractor(s)” (**Annex 3**), signed by an authorised representative of the subcontractor stating their willingness to provide the services presented in the tender and in line with the present tender specifications if the tenderer is awarded the contract.

#### ➤ Evidence

In the course of the procedure the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact tenderers via the Participant Register and ask for evidence with respect to their legal existence. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly.

Please note that a request for such supporting documents in no way implies that the tenderer has been successful.

**Therefore, the documents listed below shall not be submitted with the tender in eSubmission but may be requested by EU Validation Services at a later stage:**

For the purpose of the LEAR (Legal Entity Appointed Representative) appointment:

- LEAR appointment letter — completed, dated and signed (handwritten blue-ink original signature) by the legal representative and the LEAR

---

<sup>10</sup> Please note that only in case of award of the contract, before the contract is signed, and only upon request of the Contracting authority, shall the successful tenderer (lead partner) provide the “Power of attorney”(Annex 4) filled in and signed by an authorised representative of each partner.



- Declaration of Consent to the Participant Portal Terms & Conditions — completed, dated and signed (handwritten blue-ink original signature) by the legal representative of the organisation
- Copy of the official, valid proof of identity for the legal representative (identity document issued by the national authority containing the photo and signature of the holder, i.e. ID card, passport or driving license)
- Copy of the official, valid proof of identity for the LEAR (identity document issued by the national authority containing the photo and signature of the holder, i.e. ID card, passport or driving licence) and
- Valid official document to demonstrate that the legal representative has the authority to engage the organisation in its entirety.

For the purposes of the legal validation of the entities:

- Signed legal entity identification form<sup>11</sup>:
  - Natural Person
  - Private Law Body
  - Public Law Body
- Official VAT document or — if the entity is not registered for VAT — the proof of VAT exemption, not older than 6 months.
- Signed Financial Identification Form<sup>12</sup>,

---

<sup>11</sup> Available here: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

<sup>12</sup> Available here: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial-id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial-id_en.cfm)

- and the following additional documents, where relevant:

Status	Documents to be submitted
Private body (including SME)	Registration extract (not older than 6 months).
Public body	Copy of the act, law, decree or decision that established the organisation as a public body (or, if this doesn't exist, any other official legal document that proves this).
Non-profit organization	Copy of an official document attesting that the organisation has a legal or statutory obligation not to distribute profits to shareholders or individual members.  ❖ The certificate of tax exemption may only constitute an indication of the non-profit status of the entity which has to be assessed together with other elements.
Research organization	Copy of an official document attesting that one of the main objectives of the entity is carrying out research or technological development.
Secondary or higher education establishment	Copy of an official document attesting that the organisation is recognised such as 'secondary or higher education establishment' by the national education system and is entitled to deliver diplomas recognized by the State.
International organisation International organisation of European interest	Copy of the relevant international treaty creating the organisation under international public law.
Natural person	Copy (legible) of valid identity card or passport.
Entities without legal personality	<ul style="list-style-type: none"> <li>- Copy of an official document attesting that the representatives of the entity have the capacity to undertake legal obligations on its behalf.</li> <li>- Copy of an official document attesting that the entity has the same operational and financial capacity as that of a legal entity: i.e. <ul style="list-style-type: none"> <li>• a document showing patrimony/asset/capital that is separated and different from those of the members/owners of the entity, and</li> <li>• a copy of the rules providing that creditors can rely on this patrimony/asset/capital and — in case of liquidation/insolvency — are reimbursed before the patrimony/asset/capital is divided between the owners/members.</li> </ul> </li> </ul>

Further information on the documents that may be requested by *the EU Validation Services* is available in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#)

#### 4.4.2 Section Two: Exclusion criteria

Article 136 of the Financial Regulation<sup>13</sup> defines situations when the tenderers shall be excluded from participating in procurement procedures.

##### ➤ Form

The tenderer(s) including each partner in case of joint tender and each subcontractor<sup>14</sup> must provide the "Declaration on honour on exclusion criteria and selection criteria" (**Annex 5**) attesting that they are not in one of the exclusion situations detailed in the Declaration on honour.

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 **"Parties"** → "Identification of the Tenderer" → "[Party Name]" → tab 'Attachments'- Exclusion criteria.

**When the declaration(s) on honour and/or the tender report are signed by hand, a scanned copy must be attached to the tender in e-Submission. The hand-signed originals must be sent by letter at the latest on the first working day following the electronic submission of tender. Only the originals of the declaration on honour and the tender report are to be sent by letter, not other documents**

The documents which were signed with an advanced electronic signature based on qualified certificates are not required to be sent by post.

(Details on the electronic submission system are provided in annex 8 "e-Submission application guide" point 1.2).

##### ➤ Evidence

The evidence shall not be submitted with the tender in eSubmission but may be requested by the Contracting Authority at a later stage.

Only upon request of the Contracting Authority, and for contracts with a value higher than EUR 144.000, the successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour (Annex 5) before signature of the contract and within a deadline given by the Contracting Authority. This requirement applies to each single tenderer, to the leader and each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria and/or whose share of the tasks to be executed represent more than 15% of the value of the contract. The Contracting Authority reserves the right to require these documents for the other subcontractors.

The Contracting Authority may waive the obligation of a tenderer to submit the documentary evidence referred to Annex 5 in the following cases:

(a) the candidate is an international organisation or;

---

<sup>13</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L:2018:193:TOC>

<sup>14</sup> The Contracting Authority shall require that a tenderer replaces a subcontractor or an entity on whose capacity the tenderer intends to rely in case the subcontractor or entity is in an exclusion situation.

(b) such evidence has already been submitted for the purposes of another procurement procedure provided that the documents are not more than one year old starting from their issuing date 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 in a previous procurement procedure and confirm that no changes in his situation have occurred.

#### 4.4.3 Section Three: Selection criteria

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal (see Annex 2).

The tender must include the proportion of the contract that the tenderer intends to subcontract (see Annex 2).

The tenderer (and each member of the group of economic operators in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with [Commission Recommendation 2003/361/EC](#). This information is used for statistical purposes only (See Annex 1).

##### ➤ Form

The tenderers (and each member of the group of economic operators in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 5), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them.

In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see section 4.4.2) so only one declaration covering both aspects should be provided by each concerned entity.

##### ➤ Evidence

Tenderers will be required to provide the evidence mentioned below

- **In e-Submission, together with the tender** for the evidence relating to technical and professional capacity (see below 4.4.3b)
- **At a later stage and only upon request by EU Validation Services** for the evidence relating to economic and financial capacity (see below 4.4.3a).

This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria:

**a- Economic and financial capacity:**

In the course of the procedure the Research Executive Agency Validation Services (hereafter the EU Validation Services) may contact tenderers via the Participant Register and ask for evidence with respect to the economic and financial capacity of the organisation. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly

Please note that a request for supporting documents in no way implies that the tenderer has been successful.

**Therefore the documents listed below shall not be submitted with the tender in eSubmission but may be requested by EU Validation Services at a later stage.**

- The following financial supporting documents covering 2 consecutive years:

Status	Documents to be submitted
Legal entity	<ol style="list-style-type: none"> <li>1. Profit and loss account</li> <li>2. Balance sheet</li> <li>3. Explanatory notes and/or annexes that form part of the above financial statements (if available)</li> <li>4. External audit report<sup>13</sup>, for the procurement domain - to be submitted on voluntary basis if the entity has already been audited for other purposes</li> </ol>
Natural Person	<ol style="list-style-type: none"> <li>1. Income tax declaration</li> <li>2. Certified declaration of current patrimony (may not be applicable to procurement), including: <ol style="list-style-type: none"> <li>a. fixed patrimony (e.g. land, tenement, hereditament, medium/long-term time deposits (more than one year), stock options that cannot be exercised within one year)</li> <li>b. current patrimony (e.g. available cash, savings, short-term time deposits (maximum of one year), stock-options that can be exercised within one year)</li> </ol> </li> <li>3. List of certified debts, which must contain all debts (with dates and figures), broken down in short-term debts (of maximum one year) and medium/long-term debts (of more than one year)(may not be applicable to procurement).</li> </ol>
Start-up companies without closed accounts	Business plan

Further information on the documents that may be requested by *the EU Validation Services* is available in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

In case of joint tender, each partner must provide these documents

The Contracting Authority reserves the right to ask these documents for the declared subcontractors.

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

*b- Technical and professional capacity:*

The following documents must be provided by the tenderer(s), together with the tender, as an evidence of the technical and professional capacities:

- CVs of all personnel to be involved directly in activities related to training, helpdesk and management of the contract (including those working for any subcontractors) indicating educational and professional qualifications and experiences in areas relevant to the subject of this tender.

In the CV the language competence must be mentioned, bearing in mind that the main working languages in the Commission are English, French and German.

The tender will clearly indicate if the proposed expert is an employee or not of the tenderer. If the proposed expert is not an employee, he/she will be considered as a subcontractor.

- a list of the principal services provided in the past three years, with the amounts, dates and recipients (public or private) and any relevant evidence proving the requirements of the selection criteria (refer to section 4.5.1 b).

The above annexes shall be uploaded under "'Parties" → "Identification of the Tenderer" → "[Party Name]" → tab 'Attachments'- Technical and professional capacity"

#### **4.4.4 Section Four: Technical tender**

The technical Tender needs to be uploaded in the section "**Tender data**" → "Add your tender data – Technical tender [name of Call for Tender/ Lot name]" in the e-Submission application.

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.

The technical tender is the core of the tender and it is essential that it conforms perfectly to all requirements listed in the technical specifications.

Tenders must be clear and concise. Since tenderers will be judged on the content of their written tenders, the tenders must clearly show how the tenderers are able to meet the requirements of the specifications.

If it is intended to subcontract part of the service, this should be indicated and quantified (the identity of and resources provided by the subcontractor).

The technical tender must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria.

Tenders deviating from the requirements or not covering all minimum requirements described in section 2 point 2.6 (Technical specifications) may be rejected on the basis of non-compliance with the tender specifications and **will not be evaluated**.

The tender shall comply with applicable environmental, social and labour legislation established under Union legislation, national legislation, collective agreements or the applicable international social and environmental conventions listed in Annex X to Directive 2014/24/EU<sup>15</sup>.

The Commission applies the EMAS environmental management system ('the EMAS system') provided for by Regulation (EC) No 1221/2009 of the European Parliament and the Council of 25 November 2009 on the voluntary participation by organisations in a Community eco-management and audit scheme (EMAS), repealing Regulation (EC) No 761/2001 and Commission Decisions 2001/681/EC and 2006/193/EC (OJ L 342 of 22.12.2009, p. 1).

During the execution of the contract, the successful tenderer, group member(s) and/or any subcontractor(s), if relevant, may be requested by the Contracting Authority to implement the EMAS scheme, inter alia by providing information relating to the contract field required for the drafting and updating of the documents provided for by Regulation No 1221/2009 and the periodic evaluation of the system.

#### **4.4.5 Section Five: Financial tender**

A complete financial proposal (Annex 6), including the breakdown of the price as indicated in the tender specifications needs to be uploaded in section "" **Tender data**" → "Add your tender data – Financial tender [name of Call for Tender/ Lot name]"/ '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 needs also to be encoded directly in the e-Submission application "" **Tender data**" → "Add your tender data <'name of Call for Tender' / 'Lot name'>").

The compulsory reply form (**Annex 6**) must be used.

Prices must be expressed in euro.

Prices should be quoted free of all duties, taxes and other charges, i.e. also **free of VAT**, as the European Commission is exempt from such charges pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union (of 8 April 1965).

All costs associated with the completion of the work, including overheads such as infrastructure, administration, costs and travel should be included in the overall fixed price in the financial proposal (no reimbursable variable costs).

---

<sup>15</sup> OJ L 94 of 28.03.2014, p. 65

#### 4.4.6 Section Six: Tender report

##### **Tender report: Consolidation of tender documents**

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 requires to create the tender report. **This Tender Report will be generated by the e-Submission application.**

It contains the list of documents that you submit. The sole tenderer's or leader's authorised representative(s) must sign the report. The tender report 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.

In case of hand-signed copy, you **must send by post all the original documents** that were signed by hand immediately after the electronic submission of your Tender.

In case of a joint tender, the leader must collect all the original declarations signed by hand by the members of the group and send them by post together with the Tender Report, if the latter was also signed by hand. The original documents must be sent to the postal address indicated in the section 5 of Annex 8 "e-submission application guide" , stating the reference to the call for tenders and the Tender ID.

The documents which were signed with an advanced electronic signature based on qualified certificates are not required to be sent by post.

**When the declaration(s) on honour and/or the tender report are signed by hand, a scanned copy must be attached to the tender in e-Submission. The hand-signed originals must be sent by letter at the latest on the first working day following the electronic submission of tender. Only the originals of the declaration on honour and the tender report are to be sent by letter, not other documents**

(Details on the electronic submission system are provided in annex 8 "e-Submission application guide" point 1.2).

#### 4.5 Evaluation and award

The tenderers must allow full access to the proposed solution/product (at no cost to the Commission) for a limited number of maximum 6 persons and period of maximum two weeks (i.e. starting immediately on receipt of the tenders) to allow the Commission to assess the bid.

The evaluation of the tender will consist on the following elements:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria



The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The criteria for choosing the contractor are divided in three categories: exclusion, selection and award. Exclusion and selection criteria are related to the candidate or tenderer, whereas award criteria are related to the tender. Exclusion and selection criteria are verified on a pass/fail basis.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure. If any of the declarations or information provided proves to be false, the *Contracting authority* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

The Contracting Authority may reject abnormally low tenders, in particular if established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will inform candidates and tenderers, simultaneously and individually, by electronic means of decisions reached concerning the outcome of the procedure as soon as possible:

- After the opening phase for tenders received after the deadline;
- After the award decision, specifying in each case the grounds for the decision.

The information of the successful tenderer does not imply any commitment on the part of the Contracting Authority.

#### **4.5.1 Exclusion and selection of tenderers**

The assessment of tenderers will take place in 2 stages:

##### **A- Exclusion of tenderers**

Article 136 of the Financial Regulation<sup>16</sup> defines situations when the tenderers shall be excluded from participating in procurement procedures (see Annex 5).

As indicated in point 4.4.2, the tenderer(s) including each partner in case of joint tender and each subcontractor must provide the "Declaration on honour on exclusion criteria and

---

<sup>16</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L:2018:193:TOC>

selection criteria" (Annex 5) attesting that they are not in one of the exclusion situations detailed in the Declaration on honour.

### **B- Selection criteria**

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

Tenderers will be selected if they have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

The Contracting Authority will evaluate selection criteria (legal, regulatory, financial and economic) on the basis of the declarations on honour. Nevertheless, it reserves the right to require evidence of the legal and regulatory, financial and economic capacity of the tenderers at any time during the procurement procedure (see 4.4.1 and 4.4.3a).

- **Legal and regulatory capacity**

Tenderers must be allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. The tenderer (including each member of the group in case of joint tender) must provide the requested information (See 4.4.1).

- **Economic and financial capacity criteria**

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria :

The **economic and financial capacity** of the tenderer will be assessed on the basis of the last annual turnover which has to be at least two times the annual value of the contract to be awarded (equal to the annual value of the financial tender submitted).

In the case of joint tender (group of economic operators) or subcontracting, this turnover criteria shall be assessed in relation to the combined turnover of all the parties involved in the tender.

Tenderers will be required to provide the evidence mentioned above (see 4.4.3 a) only upon request. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria

**All the requirements have to be fulfilled at the deadline for the submission of the tender**

- **Technical and professional capacity criteria**

The **technical and professional capacity** of tenderer(s) will be assessed from the qualifications of the staff/experts proposed, the principal services provided in the past three years and, if any, the specific requirements mentioned in the tender specifications. In the case of joint tender (group of economic operators) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender.

The tenderer must meet the following criteria.

**Criteria relating to the tenderer:**

Criterion	Experience in the field of Data Provision
Minimum requirement	Experience in the field of Data Provision, with at least 5 solutions/products delivered to International Organisations, Public Institutions or Government in this field in the last three years, with a minimum value for each delivery of € 50.000.
Documentary evidence	List of deliveries without the value per customer

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

Criterion	Service and training experience
Minimum requirement	3 years experience in data service providing, customer relationship management and training
Documentary evidence	CVs of the Service and training team members and reports

Criterion	Language capabilities for the services: support and training activities
Minimum requirement	Experience of working in English: At least two team members must be proficient users (at least level C1 (according to the Common European Framework of Reference for Language) <sup>17</sup> in English, in order to ensure properly the user support and the training sessions.
Documentary evidence	CVs of the team members, showing the necessary language coverage must be provided.

The assessment will be based on the tender and on tenderers' answers in the compulsory reply forms.

---

<sup>17</sup> <https://europass.cedefop.europa.eu/sites/default/files/cefr-en.pdf>

Tenderers who wish to be taken into consideration must submit all the necessary supporting documents (as indicated in section 4.4.3) including all required forms (the forms provided in the annexes to this document must be used).

Tenderers will be required to provide the evidence (tenderers can use a format of their choice) of technical and professional capacity mentioned above (see 4.4.3 b) together with the tender.

This requirement applies to each member of the group in case of joint tender and to subcontractors who contribute to the fulfilment of the selection criteria.

Incomplete tenders may be rejected. However, the Commission may request the submission of missing formal documents by electronic mail (normally to be submitted within 24 hours after the request).

In addition, the Commission reserves the right to use any other information from public or specialist sources.

**All the requirements have to be fulfilled at the deadline for the submission of the tender**

#### **4.5.2 Compliance with minimum requirements**

Before proceeding to the evaluation of the award criteria, the evaluation committee will assess the compliance of the tender with the minimum requirements contained in section 2 point 2.6 of the present tender specifications.

Furthermore, the tender shall comply with applicable environmental, social and labour legislation established under Union legislation, national legislation, collective agreements or the applicable international social and environmental conventions listed in Annex X to Directive 2014/24/EU<sup>18</sup>.

Tenders deviating from the requirements defined in the tender specifications or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

#### **4.5.3 Award of the contract**

##### **A- Evaluation of the technical quality of the tender**

The evaluation (award) criteria will be assessed in relation to the tender as a whole.

The technical tender (including any subcontracted parts) must be sufficiently detailed to enable the tender to be assessed on the basis of all award criteria mentioned below. It should meet the technical specifications and address all matters laid down therein. The tender should provide all the information required to award the contract, including a description of the intended team structure and the respective role of each team member and (where applicable) models, examples and technical solutions to problems raised in the specifications.

Merely repeating the mandatory requirements set out in these specifications without going into detail or adding any value will result in a very low score. The degree to which

---

<sup>18</sup> OJ L 94 of 28.03.2014, p. 65

the criteria are met will be measured by a points score for each criterion. The relative importance of criteria for the overall score is indicated by the weighting of the award criteria.

Before its dispatch, please check that your tender is well documented according to the award criteria.

All tenders meeting the minimum requirements set out in section 2.6 will be evaluated. The evaluation will look at each of the 4 sections. The tender must achieve a minimum score for each section to be further considered. Any tender failing to achieve the minimum score for any of the 4 sections will not be considered further. The minimum scores per section are as follows:

Qualitative award criterion (maximum number of points)	Minimum points required
Quality of the tender regarding general requirements (as referred in section 2.3.a) <i>(maximum 55 points)</i>	27,5
Quality of the tender regarding specific information requirements (as referred in section 2.3.b) <i>(maximum 25 points)</i>	12,5
Quality of the tender regarding IT requirements (as referred in section 2.3.c and IT requirements and according to the EU Institutions' IT framework as referred to in section 2.9) <i>(maximum 10 points)</i>	5
Quality of the tender regarding intellectual property requirements (as referred in section 2.3.d) <i>(maximum 10 points)</i>	5

**B- Method of selecting the economically most advantageous tender**

Only tenderers whose tender has scored at least the minimum points required for each criterion and in total a minimum of 50 points or more on the technical evaluation according to the criteria and points set out under item 4.5.3.a may participate in the evaluation of the financial proposal. The contract will be awarded to the economically most advantageous tender, ie the tender tendering the best price-quality ratio on the basis of the following formula:

$$R = Q * 0.70 + \left( \frac{P_{min}}{P} * 100 \right) * 0.30$$

where:

R	Price-quality score
Q	total quality score (out of 100) of tender in question
Pmin	Cheapest price
P	price of tender in question

**The tender ranked first after applying the formula will be awarded the contract.**

**C- Notification of tenderers of decisions taken by the Contracting Authority**

You will be informed of the outcome of this procurement procedure by **e-mail only**. It is your responsibility to provide a valid e-mail address together with your contact details in your tender (Annex 1) and to check this e-mail address regularly.

Eurostat will notify the successful tenderer of the award decision. This notification does not constitute a commitment on the part of Eurostat.

Simultaneously and individually, the Contracting Authority will inform all unsuccessful tenderers, by electronic means, that their application or tender has not been accepted, specifying in each case the reasons why the tender or application has not been accepted.

Unsuccessful tenderers may request additional information about the reasons for their rejection in writing by mail or email, and all tenderers who have put in an admissible tender (i.e. one that meets the exclusion and selection criteria) may obtain information about the characteristics and relative merits of the tender accepted and the name of the successful tenderer.

However, certain details need not be disclosed where disclosure would hinder application of the law, would be contrary to the public interest or would harm the legitimate business interests of public or private undertakings or could distort fair competition between those undertakings.

The Contracting Authority must reply within fifteen calendar days from receipt of the request.

The Contracting Authority may not sign the contract with the successful tenderer until 10 calendar days (“standstill period”). That period shall run from the day after the simultaneous dispatch of the notifications to successful and unsuccessful tenderers. However, if due to technical reasons the dispatch is made on paper, the standstill period is 15 days.

If only one tender has been received, there will not be a standstill period for signing the contract.

If necessary, the Contracting Authority may suspend signing of the contract for additional examination if justified by the requests or comments made by unsuccessful tenderers during the standstill period or any other relevant information received during that period. In that event, all the tenderers must be informed within three working days following the suspension decision.

Should it not be possible to conclude the contract with the successful tenderer or should they withdraw, Eurostat reserves the right to review its decision and to award the contract to another tenderer, to close or to cancel the procedure.

Any request for information and any reply will have neither the purpose nor the effect of suspending the deadline for lodging an appeal against the contract award decision, which must be done within two months of the notification.

#### **D- No obligation to award the contract**

Opening to competition or the launch of an invitation to tender in no way imposes on the Commission an obligation to award the contract. The Commission will not be liable for any compensation for tenderers whose tenders have not been accepted, nor will it be so liable if it decides to abandon the procurement or cancel the award procedure. This decision would be substantiated and notified to the tenderers.