

Annex - e-Submission application

You must submit your tender electronically via the e-Submission application available from the e-Tendering website before the time limit for receipt of tenders.

The e-Submission application allows economic operators to respond to calls for tenders by preparing their tenders electronically in a structured and secured way, and submitting their tenders electronically. The e-Tendering is the starting point for launching the e-Submission application.

Make sure you submit your tender on time: you are advised to start completing your tender early. To avoid any complications with regard to late receipt/non receipt of tenders within the deadline, please ensure that you submit your tender several hours before the deadline. A tender received after the deadline indicated in the procurement documents will be rejected.

1. HOW TO SUBMIT YOUR TENDER IN E-SUBMISSION

You can access the e-Submission application via the corresponding call for tender in TED e-Tendering, as specify in:

<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2643>

In order to have access to e-Submission, you will need to "Subscribe to call for tenders" on TED eTendering first. To subscribe, you will need to login with your an [EU Login](#)¹. In case you don't have an [EU Login](#), you can [create an account](#) at any moment. For more information see the [EU login help](#). After logging in with your EU Login password, the e-Tendering will then display a button 'submit your tender' and you will be able to access the e-Submission.

1.1. Information to be filled in

In the e-Submission application, fill in and upload all necessary fields and documents as appropriate. All tenders must be clear, complete and consistent with all the requirements laid down in the Tender Specifications (in particular section 4). Please use the checklist of documents to be submitted in eSubmission provided in annex [6.6](#).

For detailed instructions on how to submit your tender, download the [Quick Reference Guide for Economic Operators](#)² (pdf document), where you will find on:

- Technical requirements to use e-Submission,
- Step-by-step guide to help you submit your tender,
- Test call for tenders,
- Important advices and information and
- how to get technical support

Please make sure all required documents and evidence are submitted with your tender.

¹ Previously called European Commission authentication system (ECAS)

² An [EU Login](#) is required to download the document *Quick Reference Guide for Economic Operators*

1.2. Documents to be signed and dated while creating your Tender

The following documents must be signed and dated during the creation of your tender in e-Submission:

- **Declaration on honour(s).** All members of a joint tender, including subcontractors must sign and date this declaration. The declaration on honour must be converted to PDF format and then signed by an authorised representative of each member with advanced electronic signature based on qualified certificates or by hand.
- **Tender Report.** This report is generated by e-Submission while you are completing your tender and it contains the list of documents that you submit. The sole tenderer's or leader's authorised representative(s) must sign the report.

The documents must be signed using any of the following 2 methods:

- *Electronically signed*, in this case you must sign with *an advanced electronic signature based on qualified certificates*.
- *Hand signature*, in this case, you must print the documents and the authorised representative must hand sign the documents and then scanned so you can upload it into the system.

In this case, 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. Contact the Contracting Authority](#), 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 them by post.

2. RE-SUBMISSION OR ALTERNATIVE TENDER

After submitting a tender, but within the time limit for receipt of tenders, you may still submit a new version of your tender.

You must formally notify by that the previous tender is withdrawn. You are also entitled to send several tenders to one call for tenders.

The notification must be sent to address indicated in the section [5. Contact the Contracting Authority](#), stating the reference to the call for tenders and the Tender ID you wish to withdraw.

If you submit a new Tender you must include all your Tender documents, including the Qualification and Tender documents.

3. WITHDRAWAL OF TENDERS

If after submitting a tender, you wish to completely withdraw your tender, you must formally notify that you wish to withdraw your submitted Tender(s). This notification must be signed by the same authorised legal representative(s) who previously signed the tender(s) in question.

The notification must be sent to address indicated in the section [5. Contact the Contracting Authority](#), stating the reference to the call for tenders and the Tender ID(s) you wish to withdraw.

4. DEADLINE FOR RECEIPT OF TENDERS

The tender (including all documents) must be fully uploaded and received before the deadline for receipt of tenders indicated in the invitation to tender.

Please note that you are responsible to ensure that your full tender reaches the destination in due time.

In case of problems with the submission of the electronic tender, we recommend that you call the helpdesk in reasonable time before the time limit for receipt. The time it takes to submit the tender and upload all your documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the type of internet service you are using.

If the contracting authority detects technical faults in the functioning of the electronic equipment used for submitting and receiving tenders due to which it is impossible to electronically submit and receive tenders, you will be informed of the extension of the time limit by the contracting authority at the e-Tendering link indicated in:

<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2643>

5. CONTACT THE CONTRACTING AUTHORITY

- Original hand signed tender report and/or hand signed declaration on honour(s) must be sent by post immediately after submission, to the following address:

European Commission
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs
Invitation to tender No: 622/PP/GRO/IMA/17/1131/9942
Directorate F – Financial Team
Office address: N105 09/23
B-1049 Brussels, Belgium

- Notifications for re-submission or withdrawal of tenders must be sent to:
grow-dir-f-financial-team@ec.europa.eu

When communicating state the reference to the call for tenders and, if applicable, the Tender ID.

6. GET TECHNICAL HELP

In order to get technical help please consult the [Quick Reference Guide for Economic Operators](#) or directly contact us by consulting the footer section on e-Submission application.



EUROPEAN COMMISSION
Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs
Directorate F: Innovation and Advanced Manufacturing

CALL FOR TENDER

622/PP/GRO/IMA/17/1131/9942

**STUDY ON THE SCALE AND IMPACT OF INDUSTRIAL
ESPIONAGE AND THEFT OF TRADE SECRETS THROUGH
CYBER**

Open procedure

TENDER SPECIFICATIONS

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1. TECHNICAL SPECIFICATIONS

1.1. DESCRIPTION OF THE TASKS

Competition is based on the eternal pursuit for advantage. In an information and knowledge economy, the competitive performance of companies, and of the regions where they are established, depends on how well they develop, use and manage the "know-how" they create.

Be it through laborious and costly research, decades of experience or a sudden burst of geniality and creativity, businesses and entrepreneurs build information and knowledge which enable them to compete successfully with their peers. Such clusters of information and knowledge basically help companies developing and launching new products and solutions, improving existing ones or providing them faster or at lower cost than their competitors. Such "know-how" is particularly valuable and can offer significant advantage if the company that holds it succeeds in exploiting the results of its innovation efforts while competitors, not having the same "know-how", strive to catch up with the same, similar or alternative solutions to the challenge. For that reason, companies do not divulge, but rather treat as confidential, the results of their endeavours so to be the first ones to implement and benefit from their investment in innovation and to make that competitive advantage last, while reinvesting in generating more innovation.

The European Union has recently recognised the importance of trade secrets – a legal term that covers a great variety of different information and knowledge that businesses usually treat as confidential (such as know-how, manufacturing processes, early stage inventions and technology, business plans, marketing research, prices, providers and customer lists, etc) – by adopting the Directive 2016/943 of 8 June 2016³ on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

Misappropriation of trade secrets is carried out by a variety of means, one of them being through the unauthorised intrusion in ICT systems and networks, often referred as cyber theft of trade secrets.

Cyber incidents are increasingly present in the news, in particular when they cause service denial, affecting infrastructure, energy services, hospital functioning, television broadcasting, etc. However, the most common motivation behind cyber intruders is the appropriation of information that is not publicly available. According to Kroll Global Fraud & Risk Report⁴ the most common type of security incident is theft or loss of intellectual property (reported by 38% of those who experienced a security incident in the last 12 months). This percentage is even higher in the only two EU Countries that are individually covered by the report, namely Italy and the UK.

For businesses, this means that their business plans, their research results, their undisclosed manufacturing processes, technology and know-how, their clients or providers lists, the price they are planning to offer in a bid, the design and features of a new product or model, in sum, all the information that is crucial for their competitiveness is at risk and may, all of a sudden, be accessed copied and transferred to competitors, leading to the loss of contracts, of sales, and in the medium term to the loss of business and jobs.

In addition to loss of valuable information businesses may incur in liability whenever for allowing for data breaches leading for example to the leakage of customer data. The European Union, as well Member States, have funding programmes to stimulate innovation of European

³ <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32016L0943>

⁴ <http://www.kroll.com/en-us/global-fraud-report>

companies, with view to create conditions for economic growth, job creation and the general well-being of consumers, employees and citizens. That can only be achieved if investment in innovative solution is translated in higher competitiveness and stronger performance of European businesses.

IP intensive businesses generate more return per employee and pay higher salaries. If the results of such efforts are stolen by dishonest players which will free ride on the results achieved by public and private investment in innovation, the competitive gains will be lost.

There is little information on cyber theft of trade secrets targeting European businesses. Incidents are rarely disclosed or reported, as businesses fear loss of reputation, as well as legal liability, and when reported businesses use national channels only. There is no systematic collection of data and no European level view the volume and impact of cyber theft of trade secrets.

The main and overall mission of the contractor is to collect and analyse data to be able to report on the estimated volume and impact of the cyber theft of trade secrets and whether this issue is considered as a real problem by relevant stakeholders so that appropriate policy responses may be considered such as for awareness raising actions on the threat and best practices in dealing with it, or the creation of a more systematic collection of data based on volunteer reporting using trusted channels where anonymity is ensured.

Geographic scope: the study should collect data from as many Member States of the European Union as possible. It is up for the tenderer to indicate which Member States will be covered (both in terms of literature review and of the survey), as a minimum requirement at least the following Members States must be included: Austria, Belgium, France, Denmark, Finland, Germany, Italy, Ireland, the Netherlands, Slovenia, Sweden and the United Kingdom.

Task 1 –Initial report: literature reviews and proposal of questionnaire for a survey

The first task of the contractor will be to collect, examine and report on publicly available data on cyber theft of trade secrets in general and in particular on the number and importance of cyber incidents which attempted to or resulted in loss of, or third party access to, information that companies hold as confidential in order to keep their competitiveness.

The contractor will collect data from, studies, reports and surveys published for example by academia, industry associations, governmental bodies, international organisations, think tanks, and cyber security services providers and cyber security experts. The literature review should cover all relevant literature irrespective of language of publication or discipline.

On the basis of the literature review, the contractor will answer the following questions:

- What organisations (international or national), governmental bodies , think tanks, International business federations have addressed the topic of cyber theft of trade secrets through publications, reports, position papers, conference reports since 2012 (included)? The objective is to identify key stakeholders in the global debate on cyber theft of trade secrets and industrial espionage.
- Is cyber theft of trade secrets a real threat to businesses operating in the European Union?
- How often and with what intensity are European companies and researcher bodies suffering of cyber theft of trade secrets?
- What is the impact of such cyber incidents to the companies or organisations that suffer intrusions?

- Is there a perceived impact, or a risk of an impact, on the innovation or economic performance of European industry and its competitiveness?
- Is there a growing trend on the number and impact of incidents?
- Are there economic sectors, or scientific research areas, that are particularly targeted by cyber intruders wanting to get access to undisclosed information?
- Is there a lack of publicly available data on incidents of cyber theft of trade secrets and their magnitude and impact? If so why?
- Are SMES also victims of cyber theft of trade secrets?
- Are there systems and mechanisms that companies are using, or may use, to prevent, react to and report on cyber intrusion leading to, or attempting to cause, loss of, or third party access to, information that companies hold as confidential in order to keep their competitiveness, either provided by private ?
- How can the European Union and National authorities help businesses and research bodies in facing the challenge posed by cyber theft of trade secrets?

The contractor will also identify and report on at least three concrete examples that can be used as study cases on how businesses or research bodies are exposed to cyber theft of valuable information and the impact of such intrusions, such as estimated economic loss, loss of sales, loss of contracts, cuts in workforce, and other effects.

The initial report should include

- a summary of the main findings
- A description of the activities carried out and the methodology followed for the preparation of the initial report
- the literature review
- a detailed and exhaustive list of references.
- a proposal for a questionnaire to be used in task 2

Task 2 – Interim report: survey and preliminary findings

The second task will be to collect views on the above mentioned questions, from

- The business community in the European Union (entrepreneurs, individual companies, economic groups, business organisations, etc), in particular those that have a strong innovation component or that are likely to be exposed to cyber intrusion of theft on trade secrets, or that have publicly expressed concerns views or on the topic. Minimum requirement: at least 30 persons/entities should be interviewed with a balanced distribution in terms of sectors and Member States of domicile or seat, and covering all the Member States identified in the minimum requirements on the geographic scope of the study.
- Scientific researchers and research bodies in the European Union. Minimum requirement: at least five from different Member States and different organisations.
- Cyber security services providers and cyber security experts: minimum five from different organisations not linked between them.

- as well as of other relevant stakeholders with relevant expertise such academia, governmental bodies, international organisations, think-tanks: minimum 10 coming from at least four different Member States.

In addition the following questions should be asked:

- One could envisage the creation of a framework for the businesses and research bodies to report cyber theft of trade secrets and confidential information, not for investigative purposes, but for collecting anonymised data to better understand and monitor the problem and build adequate policy responses
- Are business willing, on under which conditions would businesses be willing, to voluntarily report incidents of cyber theft of trade secrets if trusted reporting channels ensuring confidentiality would be set up?
- What conditions would such system have to meet in order to be trusted and used by businesses and research bodies which suffer or are exposed to the risk of suffering, cyber theft of trade secrets?

As long as the minimum requirements are respected it is for the tenderer to indicate in their offer how many interviews, in each of the above mentioned groups, they intend to carry out, and what methodology should be used for the carrying out of the survey, with preference for face to face interviews, and ensuring a good response rate and how the respective results will be assessed and presented. The questions to be put to stakeholders should be formulated in a way as to allow the contractor to answer, on the basis of all the data gathered, the questions indicated in task 1.

Under task 2 the contractor will in addition be providing an interim report which will include

- A description of the activities carried out and the methodology followed for the preparation of the interim report
- A chapter on literature review, which will consist on a revised version of the initial report on the basis of any additional data collected
- A chapter on the survey (including an indication of the number interviews carried and a general description of the sample and the various profiles of respondents and methodology followed), and its respective results with an explanation of what conclusion can be extracted from it. A more detailed description of the methodology can take the form of an annex to the report.

Task 3 - Final study and power point presentation

In the final report, the contractor should provide an answer to the questions mentioned in task one.

The final report will be composed of:

- A two or three page executive summary, with main findings, and figures on incidents and impact of cyber theft of trade secrets

- A chapter on literature review, which will consist on a revised version of the interim report on the basis of any additional data collected.
- A chapter on the survey (including an indication of the number interviews carried and a general description of the sample and the various profiles of respondents and methodology followed), and its respective results with an explanation of what conclusion can be extracted from it. A more detailed description of the methodology can take the form of an annex to the report.
- A report of the meeting, workshop or conference mentioned in task 4; indicating what was the programme, who were the speakers, a general description of the attendants, and a short summary of the presentation and interventions and main conclusions (this section will not be part of the draft of final report if the event takes place after its submission).
- An assessment of the all the data gathered (through the literature and the survey and, once it takes place, the above mentioned the meeting, workshop or conference) with conclusions, which should address the questions referred to in tasks 1 and 2.

Together with the final report the contractor will provide:

A smaller version of the report (6 to 10 pages) suitable for wide dissemination and awareness raising actions with key statements from stakeholders, (which can be presented in an anonymised manner if necessary), examples, figures, graphics.

A PowerPoint presentation with at least 15 slides covering the following topics: the context and background on the study, the questions that the study was aimed at addressing, the results of the literature review, the methodology followed for the survey, the results of the surveys and the conclusions.

Task 4 – Presentation of the main findings of the study

The fourth task will consist of presenting, together with the Commission's services, the main findings of draft of the final report, in a meeting, workshop or conference (hereinafter "the event") to be organised by the Commission's services. The event will take place in Brussels between the submission of the draft of the final report to the Commission and the acceptance of the final report by the Commission. The Commission will provide the venue and catering – if any - for the event.

The contractor will be responsible for

1. Preparing the power point presentation which will be used at the Conference, covering the literature review, the results of the survey, and the overall assessment and proposed conclusions. The power point should be in English.
2. delivering the presentation at the event in English
3. answering the questions on the project and the draft final report.
4. submitting to the Commission a report of the event within seven days after the day it takes place, indicating what was the programme, who were the speakers, a general description of the attendants, and a short summary of the presentation and interventions and main conclusions. The report will also be included in the final study referred to in task 3.

It is up for the Commission to decide who should be invited to the event, which may be restricted to the Commission services or open to participation from stakeholders, representatives from Member States and International organisations, etc. The Commission may decide to invite additional speakers.

The event may last from two hours to six hours and the presentation by the contractor should last for 45 minutes, excluding questions and answers.

1.2. Background

The importance of protecting trade secrets against misappropriation, given their key role in innovation process and for competitiveness our European businesses has led the European Union to recently adopt the Directive 2016/943 of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure, instructing Member States to provide for measures, procedures and remedies necessary to ensure the availability of civil redress against the unlawful acquisition, use and disclosure of trade secrets.

On 5 July 2016 the Commission issued the communication "Strengthening Europe's Cyber Resilience System and Fostering a Competitive and Innovative Cybersecurity Industry"⁵.

According to the communication "Every day, cybersecurity incidents cause major economic damage to European businesses and the economy at large. Such incidents undermine the trust of citizens and enterprises in the digital society. Theft of commercial trade secrets, business information and personal data, disruption of services - including essential ones - and of infrastructures result in economic losses of hundreds of billions of euros each year. They can also have consequences for citizens' fundamental rights and for society at large".

The communication further states that:

"Trusted reporting channels ensuring confidentiality are also vital to encourage businesses to report on cyber theft of trade secrets. This would make it possible to monitor and assess the damage suffered by European industry (resulting also in loss of sales and jobs) and research bodies. This would also help in designing a proper policy response. With the support of European Union Agency for Network and Information Security ENISA, the European Union Intellectual Property Office (EUIPO) and EC3 at Europol, the Commission will — in dialogue with private stakeholders — set up trusted channels for voluntary reporting of cyber theft of trade secrets. This should make it possible to compile anonymised and aggregated data at EU level. This data can be shared with Member States to feed diplomatic efforts and awareness-raising actions to help protect the EU's intangible assets from cyber-attacks".

1.3. REPORT, DOCUMENTS AND MEETINGS

1.3.1. *Reports*

The reports mentioned in the tasks 1 to 3 should be presented in word and pdf format and drafted in English of publishable quality. The contractor will need to put into place a system to check the linguistic quality of the deliverables, which should as a minimum requirement include the checking of the final version for each report by a native English speaker. When a number of pages is indicated (for example for the executive summary), the pages should as an average contain at least 3000 character (when spaces are not counted) and 2600 character (when spaces are included in the counting)

⁵ Brussels, 5.7.2016COM(2016) 410 final available at <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A52016DC0410>

The **initial report** will be delivered **2 months from the signature of the contract**.

The **interim report** will be delivered to the Commission **6 months from the signature of the contract**.

The **draft of the final report** will be delivered **8 months from the signature of the contract**.

The Commission will provide its comments on the draft final report within 30 days from its receipt and the contractor will have 30 days to submit the revised report.

The final version, taking into account the Commission's feedback on the draft final report will be delivered no later than 10 months from the signature of the contract

1.3.2. *The form*

1.3.2.1. *Final study report*

The final study report must include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

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

1.3.2.2. *Publishable executive summary*

The publishable executive summary must be provided in both in English and French and must include:

- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

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

1.3.2.3. Requirements for publication on Internet

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

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

For the publishable versions of the study, abstract and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/>.

1.3.2.4. Graphic requirements

The contractor must deliver the study and all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm

A simple Word template will be provided to the contractor after contract signature. The contractor must fill in the cover page in accordance with the instructions provided in the template. The use of templates for studies is exclusive to European Commission's contractors. No template will be provided to tenderers while preparing their tenders.

1.3.3. The deadlines

Time-line	Meetings	Reports	Approval of reports	Payments
Contract signature				
1 month	Kick-off meeting			
2 months		Initial Report		
3 months	2 nd meeting		Approval of initial report	1 st payment 30%
4 months				
5 months				
6 months		Interim report		
7 months	3 rd meeting		Approval of	2nd payment

			interim report	30%
8 months	Presentation of the draft final report by the Contractor in an event or meeting to be organised by the Commission	Draft final report		
9 months	(if not made within 8 months) Presentation of the draft final report by the Contractor in an event or meeting to be organised by the Commission		Comments on draft final report	
10 months		Final Report		
11 months			Approval of final report	
12 months				3 rd and last payment 40%

1.3.4. *The procedure for approval of the reports*

The final report will be assessed on the basis of the following quality criteria:

1) Relevance: Does the study deal adequately with requests for information from the European Commission and is it in line with the specifications?
2) Appropriate methodology: Is the design of the study adequate and suitable for providing the results required (within time limits) to answer the objectives of the study?
3) Reliable information: Is the information and material collected or selected relevant and valid?
4) Sound analysis: Is the analysis of the information and material complete and appropriate? Are proposed datasets relevant for the analysis?
5) Credible results: Are the results logical and justified by the analysis of the data and

literature?
6) Valuable results: Are the results valuable and representative?
7) Clarity: Does the report describe the context and goal of the work and are the results presented in such a way that they can be validated and transferred by stakeholders?
8) Language: Is the English language used in the report understandable, of high quality and publishable?
9) Overall assessment of the study

1.3.5. *Meetings*

For the execution of the study and its communication, the tenderer shall budget in its offer all own relevant travel expenses, as indicated in Section 4.2.5. More specifically the following meetings in Brussels shall be foreseen and budgeted for:

- 3 meetings (kick off and assessment of interim and final reports)
- Participation in a meeting or conference where the contractor will present the project and its main results

Meetings will be complemented with telephone calls when needed.

2. CONTRACTUAL CONDITIONS

2.1. NATURE OF THE CONTRACT

An open call for tenders is launched by the European Commission's Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs for a **study on the scale and impact of industrial espionage and theft of trade secrets through cyber**. The contract will be awarded in accordance with the criteria laid down in section 5 hereafter.

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

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

It is expected to be signed in December 2017.

The duration of the tasks shall not exceed **10 months**.

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

2.3. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.4, I.5 & II.21 of the draft service contract (Annex 6.2).

The payment scheme will consist of:

- Two interim payments of 30 %
- and the balance of 40 %.

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

2.4. GUARANTEES

Not Applicable

2.5. PLACE OF PERFORMANCE

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

2.6. SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that

contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s).**

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

Accordingly:

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

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

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in paragraph 3.3, in particular article II.24 of the standard service contract by returning the form in annex [6.4](#), filled in and signed.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.24 of the standard service contract (Annex 6.2) may be applied to subcontractors.

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

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

2.7. JOINT OFFERS

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

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

The documents required and listed in the present specifications must be supplied by every member of the grouping; the checklist in annex [6.6](#) will help verifying the level of information to be provided according to the role of each entity in the tender.

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

To this end all members of the grouping should sign a power of attorney (see models in annex [6.5](#)). This document must be scanned and included in the offer. For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

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

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

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

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

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

3. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

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

3.1. DATE AND PLACE OF OPENING OF THE TENDERS

The received electronic tenders will be opened at **10.00 on 6/10/2017.**

at the following location:

Office address:

Av. des Nerviens 105
1040 Brussels

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

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

3.2. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

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

Before the final date for submission of tenders:

- Upon request, the contracting authority may provide additional information solely for the purpose of clarifying the procurement documents.
- Any request for additional information must be made in writing only through the e-Tendering website at <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=2643> in the "questions and answers" tab, by clicking "create a question".
- The contracting authority is not bound to reply to requests for additional information received less than six working days before the final date for submission of tenders.
- The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents.

- Any additional information including that referred to above will be posted on the e-Tendering website indicated above. The website will be updated regularly. It is the responsibility of the tenderer to check regularly for updates and modifications during the submission period.

After the opening of tenders :

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

3.3. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

The present procurement documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union, as amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and the Council of 28 October 2015., as well as its Rules of Application (Commission Delegated Regulation (EU, Euratom) No 1268/2012 of 29 October 2012, amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015.

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

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

The parties to the GPA can be consulted on the following web page:

https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm.



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 tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force, tenderers from the UK could be rejected from the procurement procedure.

Operators in third countries which have signed a bilateral or multilateral agreement with the European Union in the field of public procurement must be allowed to take part in the

tendering procedure on the conditions laid down in this agreement. The Commission refuses tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

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

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

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

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

Variants are NOT allowed.

3.4. NO OBLIGATION TO AWARD THE CONTRACT

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

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

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

3.5. DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by DG GROW, Unit F5 - Intellectual property and Fight against Counterfeiting. Details concerning processing of your personal data are available on the privacy statement at the page

http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

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

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

3.6. OPPORTUNITIES FOR SMALL AND MEDIUM SIZED ENTERPRISES

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

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

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

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

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

4. FORM AND CONTENT OF THE TENDER

4.1. HOW TO SUBMIT A TENDER

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

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

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

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

4.2. STRUCTURE OF THE TENDER

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

All tenders must be submitted using the eSubmission application and shall contain all the following information:

4.2.1. Section One: Administrative information

Tenderers may choose between presenting a **joint bid** (see 0) and introducing a bid as a **sole economic operator**, in both cases with the possibility of having one or several subcontractors (see 2.6).

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

- A. In the e-Submission application, the tenderers should fill out the required information (Identification info, Registration info, Fiscal info, Contact info, Powers of representation),

according to the type of bid. The information has to be completed for all entities participating in the bid, including subcontractor.

- B. In addition, to identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form: **The Legal Entity Form** shall be duly filled in and signed by a representative of the tenderer authorised to sign contracts with third parties.

A standard template in each EU language is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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

For private and public entities:

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

For Individuals:

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

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

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

The form needs to be printed, filled in, signed and then scanned and uploaded in the eSubmission application.

The form is available on:

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

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

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

4.2.2. *Section Two: The Exclusion and Selection Criteria Form*

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

1. state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form.
2. state whether they fulfil the selection criteria.
3. undertake to submit to the Commission any additional document relating to the exclusion/selection criteria, that the Commission considers necessary to perform its checks, within fifteen calendar days following the receipt of the Commission's request.

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

The declaration(s) shall be signed by an authorised representative either with advanced electronic signature based on qualified certificates or by scanning and uploading a hand signed copy.

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

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

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

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

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

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

4.2.4. *Section Four: Technical proposal*

The technical proposal needs to be uploaded in the step "Tender Data" of the wizard of the e-Submission application. The e-Submission application allows attachment of as many documents as necessary.

Tenderers shall include in their bids a **technical proposal addressing the aspects detailed in the technical specifications** in section **Error! Reference source not found.**

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

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

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

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

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

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

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

4.2.5. *Section Five: Financial proposal*

A complete financial proposal, including the breakdown of the price, to be provided per category, as indicated in the tender specifications needs to be uploaded in the eSubmission application.

The total price (including any options and renewals) needs also to be encoded directly in the e-Submission application.

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

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

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

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

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

3. Prices shall not be conditional and be directly applicable by following the technical specifications.
4. **Prices shall be fixed** and not subject to revision
5. The reference price for the award of the contract shall consist of **the amount in payment of the tasks executed**, as stated in Article I.4.1 of the contract.

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

- the total labour costs;

- the **daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;
- other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided;
- travel expenses which will be incurred by the contractor or its representatives in the context of the work to be done or to attend the project meetings as indicated, should be included in the budget estimate included in the Financial Proposal. **In the budgeting the contractor should foresee travel expenses for 4 meetings in Brussels (three meetings with the team managing the contract plus a conference).** No specific reimbursement foreseen.

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

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

Non-compliance with the minimum requirements in section 1.1 will also result in rejection from award.

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

5. ASSESSMENT AND AWARD OF CONTRACT

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

The aim of this assessment is:

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

5.1. APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS

5.1.1. *Declaration*

As mentioned above under paragraph 0, tenderers or their representatives shall provide the form in Annex 6.1 duly signed and dated in which they declare:

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

5.1.2. *Grounds for disqualification*

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

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

5.1.3. *Evidence*

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract

and preceding the signature of the contract, the evidence confirming the declaration referred to in paragraph 5.1.1 (for the details of requested documents please see directly the text of the declaration).

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

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

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

5.2. APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

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

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

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

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

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

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

5.2.1. *Selection criteria*

<u>SELECTION CRITERIA</u>	
1. FINANCIAL AND ECONOMIC CAPACITY	
1.1	Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
2. TECHNICAL AND PROFESSIONAL CAPACITY	
2.1	<p>Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:</p> <ul style="list-style-type: none"> - The tenderer must prove experience in the field of intellectual property, cyber security, data collection, statistical analyses as well as in drafting reports and recommendations. - Strong record of independent and high-quality research in European Union policy making. - Resource capacities necessary to ensure the coverage of at least 10 EU Member States. - Management ability to carry out projects of this scale and scope, proven by previous projects of similar nature carried out on related topics. - Capacity to draft reports in English. - Experience in comparative analysis of regulations as well as survey techniques, data collection and analysis and drafting reports and providing recommendations. <p>All the criteria must be verifiable with a proven level of experience and track record.</p>
2.2	<p>The team delivering the service should include, as a minimum, the following profiles:</p> <ul style="list-style-type: none"> - Project Manager: At least 5 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size (at least € EUR 100.000) and coverage (at least 10 EU countries covered), with experience in management of team of at least 4 people. - Expert in cyber security: At least 10 years of professional experience. Relevant higher education degree or equivalent professional experience and at least 3 years' professional experience in the field. - Expert in Intellectual Property: At least 5 years of professional experience. - Language quality check - at least one member of the team should have English proficiency speaker language skills or equivalent, as guaranteed by a certificate or relevant experience. - Expert in data collection and econometric models: the expert(s) should have knowledge of English language and proven experience of 5 years in data collection and econometric techniques.

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

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

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

- a) Annex [6.3](#) consisting of an extract of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be signed by the authorised representative of the tenderer.
- b) a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;

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

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

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

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

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

- The educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; the Europass curriculum vitae format (http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1) shall be filled in and signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the tenderer will also be described.

The CVs must specify:

- The different diplomas obtained (copies of which may be requested by the contracting authority where appropriate);

- Languages spoken;
- Expertise and experience relevant to the subject matter of the present invitation to tender gathered within the last three years;
- For the project leader, proof of experience in project management, or coordination of similar projects, gathered within the last two years.

This evidence refers to selection criteria 2.2

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

This evidence refers to selection criteria 2.1

A summary table indicating the members of the team and describing their roles and involvement in each project phase. It should also include the number of hours / days each team member will spend on each project phase.

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

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

5.3. APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)

The contract will be awarded to the **tender offering the best price-quality ratio**.
The following award criteria will be applied:

No	Qualitative award criteria	Weighting (maximum points)
1.	Clear identification of objectives and tasks The degree to which the tender shows that the objectives and tasks involved as well as issues have been clearly assessed, understood and potential solutions discussed.	20
2.	Quality and relevance of the proposed methodology <ul style="list-style-type: none"> - Relevance, completeness and viability of the proposed methodology and manner in which the tasks study will be conducted. - Methodology to identify and obtain access to the most relevant literature relevant for completing task 1 - Methodology to select and ensure reaching out relevant stakeholders to be interviewed to complete task 2, ensuring a good response rate and obtaining relevant replies to the questions 	50
3.	Organisation of the work <ul style="list-style-type: none"> - Team's roles and responsibilities proposed to carry out the requested services, and their respective degrees of participation in the project. - Risk assessment and mitigation measures for all tasks - Soundness of the work plan and timeliness 	15
4.	Quality control measures This criterion will assess the quality control system applied to the service foreseen in the tender specifications concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.	15
Total number of points		100

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

Tenders scoring

- * less than 65 % in the overall points total or
- * less than 50% in the points awarded for a single criterion

will be excluded from the rest of the assessment procedure.

Price award criterion
Total price

! Tenders presenting a total price superior to the maximum amount of €200,000.00) will be excluded from the rest of the assessment procedure.

The contract will be awarded to the tender offering the best price-quality ratio on the basis of below calculation.

Final Evaluation
$\text{Score for Tender X} = (\text{Technical Score X } 0.7) + [(\text{Lowest price/Price of Tender X}) \times 100] \times 0.3.$ <p><i>Where the "lowest price" refers to the lowest price among the tenders having passed the quality threshold</i></p>

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

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

5.4. INFORMATION FOR TENDERERS

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

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

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

5.5. AWARD OF THE CONTRACT

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

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

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

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

6. ANNEXES

ANNEXES

6.1. EXCLUSION AND SELECTION CRITERIA FORM

INVITATION TO TENDER 622/PP/GRO/IMA/17/1131/9942

Study on the scale and impact of industrial espionage and theft of trade secrets through cyber

Declaration on honour on exclusion criteria and selection criteria

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

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

I – Situation of exclusion concerning the person

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

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

international organisations;		
iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or		
v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		

II – Situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person

Not applicable to natural persons, Member States and local authorities

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

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

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

IV – Grounds for rejection from this procedure

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

V – Remedial measures

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

VI – Evidence upon request

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

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

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

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

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

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

VII – Selection criteria

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

(6) if the above-mentioned person is the sole tenderer or the leader in	YES	NO	N/A
---	-----	----	-----

case of joint tender , declares that:			
(c) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII – Evidence for selection

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

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

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

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

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

Full name

Date

Signature

6.2. DRAFT SERVICE CONTRACT

See separate document

6.3. FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM

INVITATION TO TENDER 622/PP/GRO/IMA/17/1131/9942

Study on the scale and impact of industrial espionage and theft of trade secrets through cyber

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

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

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

6.4. SUBCONTRACTOR / LETTER OF INTENT

INVITATION TO TENDER 622/PP/GRO/IMA/17/1131/9942

Study on the scale and impact of industrial espionage and theft of trade secrets through cyber

The undersigned:

Name of the company/organisation:

Address:

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

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

Full name	Date	Signature
.....		

6.5. POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

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

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

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

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

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

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

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

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

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

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

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

6.6. CHECKLIST OF DOCUMENTS TO BE SUBMITTED IN THE eSUBMISSION APPLICATION

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (joint tender leader in joint bid, partner in joint bid, sole tenderer, subcontractor).

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

Description	Joint tender leader in joint bid	Partners in joint bid	Sole tenderer	Sub-contractor(s)
Power of attorney of partners in joint bid indicating the group leader (see annex 6.5)		■		
Letter of intent of subcontractor (see annex 6.4)				■
Legal Entity Form (see section 4.2.1)	■	■	■	■
Supporting documents for the Legal Entity File Form	■	■	■	
Financial Identification form (see section 4.2.1)	■		■	
Exclusion and selection Criteria form (see section 5.1.1 and annex 6.1)	■	■	■	■
Evidence of Economic and financial capacity (see section 5.2.2 and annex 6.3)	■	■	■	
Evidence of Technical and professional capacity (see section 5.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/en/documents/curriculum-vitae	■	■	■	■

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

Description	Joint tender leader or sole tenderer
Technical Offer (see section 4.2.4 and 1.)	■
Financial Offer (see section 4.2.5)	■

Once all information and documents have been encoded and uploaded in the e-Submission application and you consider that the tender is complete, the application will require you to

download the Tender Report generated by the e-Submission application. It will have to be signed (hand signature or electronic signature) and uploaded, as explained in point 1.2 of the Annex: e-Submission application guide.

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