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TENDER SPECIFICATIONS

PROCUREMENT PROCEDURE
COJ-PROC-17/018

Open procedure

Supply of subscriptions to specialised periodicals

Contract notice 2017/S 094-1829006

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PARTIE 1 PRELIMINARY INFORMATION

1.1. Identification of the procurement procedure

1.1.1. Title of the contract

Supply of subscriptions to specialised periodicals.

1.1.2. Reference number of the procurement procedure

COJ-PROC-17/018.

1.1.3. Publications relating to the procurement procedure

Contract notice: OJ/ [XXX] of [XX/XX/2017].

No ex ante advertising.

Information on this procurement procedure will, if applicable, be published on the Court of Justice website at the following address http://curia.europa.eu/jcms/jcms/Jo2_7009/#appels_encours. Interested economic operators are required to consult the website periodically at the above address.

1.2. Legal basis and general principles

1.2.1. Legal basis

This procurement procedure is governed by the following provisions:

- Financial Regulation (the 'FR'): Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and abrogating Regulation (EC, EURATOM) No 1605/2002 of the Council¹, as last amended by Regulation (EU, Euratom) No 2015/1929 of the European Parliament and of the Council of 28 October 2015².
- Rules of Application ('RAP'): Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union³, as amended by Delegated Commission Regulation (EU) No 2015/2462 of 30 October 2015⁴.

¹ OJ L 298, 26.10.2012, p. 1. The text of this regulation is available on the internet at the following address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX:32012R0966>.

² OJ L 286, 30.10.2015, p. 1. The text of this regulation is available on the internet at the following address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX:32015R1929>. An updated consolidated version of the FR is available on the internet at the following address <http://eur-lex.europa.eu/legal-content/FR/AUTO/?uri=CELEX:02012R0966-20160101>.

³ OJ L 362, 31.12.2012, p. 1. The text of this regulation is available on the internet at the following address: <http://eur-lex.europa.eu/legal-content/FR/ALL/?uri=CELEX:32012R1268>.

⁴ OJ L 342, 29.12.2015, p. 7. The text of this regulation is available on the internet at the following address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?qid=1453973691558&uri=CELEX:32015R2462>. An updated consolidated version of the RAP is available on the internet at the following address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX%3A02012R1268-20160101>.

The protocol (No 7) on the privileges and immunities of the European Union (the 'protocol on privileges and immunities') attached to the Treaty of Rome (referred to below as the 'TFUE')⁵ is applicable to this contract.

1.2.2. Type of procedure

This procurement procedure is a procedure that is open pursuant to Article 104(2) FR.

This procurement procedure is intended to be competitive. Any candidate or tenderer attempting to obtain confidential information, to enter into unlawful agreements, to collude with or make arrangements with other candidates or tenderers, to seek the support of staff of the Court of Justice or to influence the evaluation committee or any of its members in any way whatsoever during the procurement procedure, will be excluded from this procedure.

1.3. Schedule of the procurement procedure

1.3.1. Deadline for receipt of tenders

The deadline for receipt of tenders is stated under IV.2.2 of the contract notice.

1.3.2. Date of opening of tenders

The date of opening of tenders is stated under IV.2.7 of the contract notice.

1.3.3. Date of awarding the contract

The estimated date for awarding the contract is September 2017. This date may be amended according to the progress of the procedure.

1.3.4. Date of signing the framework contract

The estimated date for signing the framework contract is September 2017. This date may be amended according to the progress of the procedure.

1.3.5. Date of the start of performance of the framework contract

The estimated date for the start of performance of the framework contract is September 2017. This date may be amended according to the progress of the procedure.

⁵ A consolidated version of this Treaty was published in OJ C 326 of 26.10.2012, p. 47-390. It is available on the internet at the following address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX%3A12012E%2FTXT>.

PARTIE 2 DESCRIPTION AND GENERAL CHARACTERISTICS OF THE CONTRACT**2.1. Context and purpose of the contract**

The Court of Justice of the European Union (the 'Court of Justice') is a European institution based in Luxembourg. Since the establishment of the Court of Justice in 1952, its mission has been to ensure that "the law is observed" "in the interpretation and application" of the Treaties.

The Court thus constitutes the judicial authority of the European Union and, in cooperation with the courts and tribunals of the Member States, it ensures the uniform application and interpretation of EU law.

The Library of the Court of Justice specialises in EU law. However, in addition to its very rich collection of works on EU law, the Library also has large collections of works on international law, the law of the Member States of the European Union and of certain non-member States.

Further information on the Court of Justice and its activities is available on its website at <http://curia.europa.eu>.

The Court of Justice has decided to launch this call for tenders for the purpose of the conclusion of in cascade framework contracts for the supply of subscriptions permitting access to the contents of specialised periodicals, excluding general daily newspapers, in paper format or in paper and electronic formats, and related services.

2.2. Subject of the contract

The contract refers to the following acquisition of supplies: subscriptions permitting access to the contents of specialised periodicals, excluding general daily newspapers, in paper format or in paper and electronic formats, and related services.

The technical specifications (see ANNEX II) set out the requisite characteristics of the supplies.

2.3. Subdivision into lots

The supplies to which the procurement procedure relates are divided into 2 different lots according to the countries of publication or distribution of the periodicals, as follow:

- Lot 1: CH - Switzerland
- Lot 2: Others - Other countries

Each lot forms the subject of a separate contract. Tenderers may submit a tender for one or more lots, but not for parts of lots.

If both lots are awarded to the same tenderer, a single contract relating to these lots may be signed.

2.4. Value of the contract

The maximum estimated value for the full duration of the framework contract including any renewals is:

- Lot 1: EUR 20.000,00
- Lot 2: EUR 200.000,00

2.5. Variants

Variants are not authorised.

2.6. Conclusion of the framework contract

The procedure will result in the conclusion, between the Court of Justice and the successful tenderer[s], of an 'in-cascade' framework contract with 3 economic operators without reopening of competition (in the form of separate contracts signed under identical terms with each contractor).

The framework contract does not impose any purchase obligation on the Court of Justice. It establishes the essential terms that will govern the specific contracts to be awarded during its period of validity and the conditions for placing the specific contracts. Purchase obligations borne by the Court of Justice arise only from specific contracts.

The draft framework contract is attached in Annex 7.

2.7. Place of performance

The supplies to which the contract relates will be delivered at the headquarters of the Court of Justice in Luxembourg in accordance with the technical specifications (see ANNEX 1).

2.8. Payments

The sums to be paid that are specified in the framework contract are expressed in euros. All payments relating thereto shall be in euros.

All payments relating to the contract are to be made in accordance with the arrangements fixed in Article I.5 of the framework contract.

2.9. Invoicing

Invoicing will be carried out according to the terms laid down in the draft framework contract attached in Annex 7.

The specific contracts must be invoiced separately.

The attention of tenderers is drawn to the fact that the Court of Justice is exempt from any fees or taxes, in particular value added tax (referred to below as 'VAT'), in accordance with Articles 3 and 4 of the protocol on privileges and immunities.

The contractor (or lead tenderer in the case of a joint tender) must take the necessary steps in respect of the relevant authorities to ensure exemption from fees and taxes, in particular VAT, for the supplies and services necessary for performance of the framework contract.

2.10. Liability period

The contractor will be obliged to remedy, at no cost to the Court of Justice, any omissions, defects or faults in the supplies to which the framework contract relates during the statutory guarantee period from final acceptance of the supplies to which the framework contract relates and, in addition, for a further period of 1 year.

2.11. Guarantee

No guarantee is applicable to this contract.

2.12. Environmental provisions

The successful tenderer shall comply with the applicable environmental legislation and with all environmental specifications required by the tendering specifications or provided for in its tender.

The Court of Justice has adopted the EMAS environmental management system ('the EMAS system') provided for by Regulation (EC) No 1221/2009 of the European Parliament and the

Council of 25 November 2009 on the voluntary participation by organisations in a Community eco-management and audit scheme (EMAS), repealing Regulation (EC) No 761/2001 and Commission Decisions 2001/681/EC and 2006/193/EC (OJ L 342 of 22.12.2009, p. 1) 6.

In the contract field, the successful tenderer shall work with the Court of Justice in implementing the EMAS scheme, inter alia by providing information relating to the contract field required for the drafting and updating of the documents provided for by Regulation No 1221/2009 and the periodic evaluation of the system. The successful tenderer shall adopt all measures required in order to ensure compliance with the environmental policy (Annexe 6).

3. In particular, the successful tenderer shall be required to:

- (a) ensure that the environmental policy, environmental programme and environmental manual of the Court of Justice are known to all its staff (including, where appropriate, the staff of its sub-contractors) assigned to performance of the contract;
- (b) ensure that all members of its staff (including, where appropriate, the staff of its sub-contractors) assigned to performance of the contract are competent and have received the appropriate professional training required (technical, safety and environmental training) concerning compliance with safety rules and correct handling of the equipment and products to be used, including action to be taken in the event of incorrect handling or any other incidents;
- (c) provide, if requested by the Court, certificates of competence and training referred to in point (b) above ;
- (d) inform, if requested by the Court of Justice, the Court's staff of the environmental measures to be taken in respect of products employed in the performance of the contract.

2.13. Amendment of the framework contract

The Court of Justice may, with the consent of the contractor, amend a specific contract, without the need for any new procurement procedure only in one of the following cases and to the extent that the amendment does not affect the subject of the framework contract:

- a) For additional works, supplies or services by the original contractor that have become necessary and that were not included in the initial procurement, provided that all the following conditions have been met:
 - i. a change of contractor is impossible for technical reasons relating to the obligation of interchangeability or interoperability with existing equipment, services or installations;
 - ii. a change of contractor would cause substantial duplication of costs for the contracting authority; and
 - iii. any increase in price, including the net cumulative value of successive modifications, does not exceed 50% of the initial contract value (excluding price reviews).
- b) When the following conditions are met:
 - i. The need for modifications has been brought about by circumstances which a diligent contracting authority could not foresee; and

⁶ The updated consolidated version of this regulation is available at the following internet address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX:02009R1221-20130701>.

- ii. any increase in price does not exceed 50% of the value of the initial contract (excluding price reviews).
- c) When the value of the modification is within the following thresholds:
- i. the thresholds referred to under Article 118(1) FR⁷ and
 - ii. 10% of the value of the initial contract (excluding price reviews) for public service contracts and supply contracts and works or service concession contracts and 15% of the value of the initial contract (excluding price reviews) for public works contracts.

The total net value of several successive modifications, in accordance with this section c), does not exceed any of the abovementioned thresholds.

- d) When the minimum requirements of the initial procurement procedure are not altered. In this case, any ensuing modification of value shall comply with the conditions set under point c), unless it is the result of the strict application of procurement documents or contractual provisions.

The framework contract may also be amended in the cases specified under a), c) and d).

⁷ At present, EUR 135 000 for contracts for supplies and services and EUR 5 225 000 for works contracts.

PARTIE 3 CONDITIONS OF PARTICIPATION

3.1. Access to the procurement procedure General provisions

Participation in this procurement procedure will be open on equal terms to all natural and legal persons as defined in the European Union Treaties and to all natural and legal persons established in a third country that has a special agreement with the European Union in the field of public procurement under the conditions laid down in that agreement. Participation is also open to international organisations.

Tenderers must state the State in which they are established and submit the required evidence relating thereto according to the law of that State.

3.2. Cooperation between a number of economic operators for participation in the call for tenders

A number of economic operators may cooperate to participate in the call for tenders either by the submission of a joint tender as a group, or where the tenderer plans to rely on the capacity of other entities to meet the selection criteria, or by the use of subcontracting. The three approaches may be combined.

In all cases, the tender must very clearly specify the nature and scope of participation of each of the economic operators involved in the tender, stating whether it is acting as a member of the group (joint tender), whether it is making its capacity available to the subcontractor to enable the latter to meet the selection criteria or whether it is acting as a subcontractor.

3.2.1. Joint tender

A joint tender exists where a tender is submitted by a group of economic operators.

The economic operators that are members of the group shall submit in this case a single tender relating to a single contract. The tender must be signed by each member of the group or by one of the members of the group duly mandated in writing by the other group members to bind the group (a copy of the mandate must be annexed to the tender).

The tender must state the member of the group that will represent all the members of the group in dealings with the Court of Justice ('lead tenderer'). The tender must describe how their cooperation will be organised to achieve the desired results and the organisation of technical, administrative and financial issues.

If the contract is awarded to that group:

- the Court of Justice will sign the contract either with all members of the group or with the member duly authorised by the other members to sign on their behalf by a power of attorney and
- each member of the group will be jointly and severally liable to the Court of Justice for the performance of the framework contract.

If the contract is awarded to a group having submitted a joint tender, the Court of Justice will require a written agreement between the members of the group laying down the group's internal operating rules, specifying:

- its name, legal address, registration number and VAT number of each member of the group and the name and position of the person authorised to represent the member of the group in question,
- the nature, extent and duration of the collaboration,
- reference to the fact that all the members of the group are jointly and severally liable for performance of the contract,
- reference to the fact that all the members of the group will perform their respective share of the services of the contract,
- the designation of an authorised representative,
- the bank account number of the authorised representative to whom payments will be made,
- certification by each member of the group authorising the authorised representative to enter into a contract on behalf of the group and to be the point of contact with the contracting authority for all matters relating to performance of the contract,
- that any amendment of this group agreement requires the consent of the contracting authority.

If members have already formed a group within a temporary consortium (having no legal personality) or within a permanent group such as an association or an economic interest group (having legal personality), this information **must be stated in the tender** and any information and documentation relating thereto must be provided.

Any change in the group's composition during the procurement procedure may result in the tender being rejected. Any change in the group's composition after the contract has been signed may result in its cancellation.

3.2.2. The possibility of using the capacity of other entities in order to meet the selection criteria

To meet the selection criteria (see ANNEX 15.4), the tenderer may use the capacity of other entities irrespective of the legal nature of the relationships existing between it and these entities (subcontractor, parent company, subsidiary, company in the same group, third party company, etc.). In this case, the tenderer must state in its tender the resources that they will make available to it for performance of the framework contract and attach the commitment of these entities for that purpose.

With respect to technical and professional criteria (see ANNEX 15.4.1 and ANNEX 15.4.3), a tenderer may rely on the capacity of other entities only where the latter will carry out the works or provide the services for which this capacity is required as subcontractors (see 3.2.3).

When a tenderer relies on the capacity of other entities in respect of criteria relating to economic and financial capacity, **the Court of Justice may, if a contract is awarded, require the tenderer and the other entities in question to be jointly and severally liable for performance of the contract.** To that end, the entities in question would be obliged either to sign the contract with the tenderer or to provide a joint and several guarantees that may be exercised at first request.

Any change during the procurement procedure relating to the entities on which the tenderer plans to rely in order to meet the selection criteria may result in the tender being rejected.

3.2.3. Use of subcontracting

Tenderers are free to submit tenders proposing subcontractors. Subcontracting exists where the tenderer proposes that, if awarded the contract, part of the contract will be performed by a third party (the 'subcontractor'). In particular, any work performed by an expert who is not an employee of the tenderer will be deemed to be subcontracting.

In such cases, the Court of Justice will have no direct legal relationship with the subcontractors whom, if necessary, the contractor relies on, and the contractor will remain solely and fully liable for performance of the framework contract. During performance of the framework contract, the contractor must obtain the prior written authorisation of the Court of Justice before replacing a subcontractor and/or having tasks which the tender does not specify may be performed by a subcontractor performed by third parties

Tenderers must supply information on the part of the contract which, if necessary, they intend to subcontract and on the identity of the subcontractors

Any change in subcontracting envisaged during the procurement procedure may result in the tender being rejected.

PARTIE 4 FORM AND CONTENT OF THE TENDER

4.1. General provisions

Tenders must be drawn up in one of the official languages of the European Union. They must include all the information and all the documents requested by the Court of Justice.

Tenderers must produce all the necessary supporting documents. For that purpose, they **must** use the forms specified below.

Tenders must be fully legible to avoid the slightest doubt over terms and figures. They will include the following parts:

- Part I: Identification documents and documents relating to the exclusion and selection criteria
- Part II: Technical proposal
- Part III: Financial proposal

Tenders must be sent to the Court of Justice according to the terms specified in the letter of invitation to tender and by the deadline set therein.

4.2. Part I: Identification documents and documents relating to the exclusion and selection criteria

4.2.1. In the case of a single tenderer

The tenderer must provide the following documents:

- ✓ Identification form (ANNEX 2), duly completed and signed;
- ✓ 'Legal entity' form, duly completed and signed, along with any supporting documents required in this form.

This form is available in the various official languages of the European Union at the following address:

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

Please choose the form corresponding to the legal nature of the tenderer (natural person, private company or public entity).

- ✓ 'Financial Identification' form identifying the bank, duly completed and signed by the tenderer and its bank (the bank's stamp and signature are not necessary if a copy of a recent bank statement is attached to the form).

This form is available in the various official languages of the European Union at the following address:

- http://curia.europa.eu/jcms/jcms/Jo2_7009/#info

- ✓ Declaration on honour on exclusion and selection criteria set out in ANNEX 3, completed and signed by the tenderer (in the case of natural persons) or its representative (in the case of legal persons).

4.2.2. In the case of a joint tender

In the case of a joint tender (see 3.2.1), each entity that is a member of the group must provide the documents referred to under 4.2.1.

They should also provide the following information and documents:

- ✓ A document providing information on the group, signed by a duly authorised representative of each of its members, containing the following: (1) identification of the members of the group; (2) communication of their desire to submit a joint tender within the framework of this procurement procedure in accordance with the conditions laid down under 3.2.1 of the tender specifications; (3) specification of the member of the group who will represent all the members of the group before the Court of Justice (the 'lead tenderer'); (4) description of how their cooperation will be organised to achieve the desired results and the organisation of technical, administrative and financial issues.

In cases where members have already formed a group within a temporary consortium (having no legal personality) or within a permanent group such as an association or an economic interest group (having legal personality), this information document must provide details of the group, and copies of the documents relating thereto must be provided.

- ✓ If the abovementioned information document is signed by just one of the members of the group duly authorised in writing by the other members thereof to bind the group, a copy of the power of attorney should be attached.

4.2.3. Where the tenderer plans to rely on the capacity of other entities or in the case of planned subcontracting

If the tenderer plans to rely on the capacity of other entities in order to meet the selection criteria (see 3.2.2) or plans to subcontract some or all of the contract (see 3.2.3), it must provide the following information and documents in its tender:

- ✓ A document providing information on the entities on which the tenderer plans to rely in order to meet the selection criteria, signed by the tenderer, stating their names and the resources that they will make available to it for performance of the framework contract.
- ✓ A document providing information on subcontractors, signed by the tenderer, stating: (1) the name of the intended subcontractor or the names of the intended subcontractors; (2) the role, activity and liability of each subcontractor; (3) the services to be assigned and the resources to be provided by each of them; (4) the volume or percentage represented by all the subcontractors in relation to the total volume of the contract.
- ✓ A 'Legal Entity' form (see 4.2.1), duly completed and signed by each entity or subcontractor, along with any supporting documents required in this form;
- ✓ A Declaration on honour on exclusion and selection criteria set out in ANNEX 3, duly completed and signed by each entity or subcontractor.

- ✓ A letter of undertaking, signed by each entity, setting out the resources that it will make available to the tenderer for performance of the framework contract, if the contract is awarded.
- ✓ A letter of undertaking, signed by each subcontractor, *stating its intention to collaborate with the tenderer for performance of the framework contract*, if the contract is awarded. It must specify the services to be assigned and the resources to be provided for that purpose.

However, the Court of Justice reserves the right to require the production, within a period of time specified in its request, of any other document relating to the tender being submitted, for the purposes of evaluation and verification.

4.3. Part II: Technical proposal

The technical proposal must be drawn up using the compulsory reply form provided in ANNEX 5

4.4. Part III: Financial proposal

The financial proposal must be drawn up using the compulsory reply form provided in ANNEX 4.

All prices must be expressed excluding VAT and in euros.

All costs resulting from the performance of tasks, including overheads, such as infrastructure, administration, management and travel costs, must be included in the total fixed price of the financial proposal (no additional variable costs will be reimbursable).

In determining its financial proposal, the tenderer must bear in mind that the Court of Justice is exempt from any fees and taxes, in particular VAT, in accordance with the provisions of Articles 3 and 4 of the protocol on privileges and immunities.

PARTIE 5 EVALUATION OF TENDERS AND AWARDING OF THE CONTRACT**5.1. Opening of tenders**

The Court of Justice will open the tenders on the date specified under 1.3.2.

Tenders that do not meet the deadline for the receipt of tenders will be rejected without being opened and will not be evaluated (see 1.3.1).

Tenders that have been received already opened (where submitted on paper) or without meeting the conditions of confidentiality laid down in the letter of invitation to tender (where submitted by email) will be rejected without the contents being examined and will not be evaluated.

5.2. Evaluation of tenders: criteria and stages

The evaluation of tenders will be based on the information contained in the tenders and, if applicable, on additional information provided by tenderers at the request of the Court of Justice. In addition, the Court of Justice reserves the right to take into account any other information from public or specialist sources after having given the tenderer the opportunity to submit its own observations.

The evaluation of tenders will be carried out according to the following criteria:

- Comparison of tenders according to the award criteria (see 5.6).
- Verification of exclusion criteria: verification that the tenderer is not excluded pursuant to Article 106 FR or rejected pursuant to Article 107 FR (see 5.3).
- Verification of selection criteria: verification that the tenderer meets the selection criteria (see 5.4) and there is no conflict of interest that may affect performance of the contract (see ANNEX 15.4.4).
- Verification that the tender meets the minimum requirements laid down in the tender specifications (see 5.5).

The Court of Justice will check the abovementioned criteria in the order that it considers to be the most appropriate. The successful tenderer must meet all these criteria to be awarded the contract.

5.3. Exclusion criteria**5.3.1. Exclusion in accordance with Article 106 FR****5.3.1.1. *Exclusion situations***

In accordance with Article 106(1) FR, the Court of Justice will exclude an economic operator from participation in procurement procedures governed by the FR in the following cases:

- a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- b) it has been established by a final judgment or a final administrative decision that the economic operator 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;

- c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator 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;
 - ii) entering into agreement with other economic operators with the aim of distorting competition;
 - iii) violating intellectual property rights;
 - iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
 - v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- d) it has been established by a final judgment that the economic operator is guilty of any of the following:
- i) fraud, pursuant to Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995⁸;
 - ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997⁹, and in Article 2(1) of Council Framework Decision 2003/568/JHA,¹⁰ as well as corruption as defined in the law of the country in which the contracting authority is located, the country in which the economic operator is established or the country of the performance of the contract;
 - iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;¹¹
 - iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council,¹²

⁸ [OJ C 316 of 27.11.1995, p. 48.](#)

⁹ [OJ C 195 of 25.6.1997, p. 1.](#)

¹⁰ Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector ([OJ L 192 o 31.7.2003, p. 54](#)).

¹¹ Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime ([OJ L 300 of 11.11.2008, p. 42](#)).

¹² Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing ([OJ L 309, 25.11.2005, p. 15](#)).

- v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA,¹³ respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
- 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;¹⁴
- e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the 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, the European Anti-Fraud Office (OLAF) or the European Court of Auditors;
- f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity pursuant to Article 1(2) of Council Regulation (EC, Euratom) No 2988/95¹⁵.

Furthermore, in accordance with Article 106(4) FR, the Court of Justice will exclude an economic operator from participation in the abovementioned procurement procedures:

- where a person who is a member of the administrative, management or supervisory body of that economic operator, or who has powers of representation, decision or control with regard to that economic operator, is in one or more of the situations referred to in points (c) to (f) above;
- where a natural or legal person that assumes unlimited liability for the debts of that economic operator is in one or more of the situations referred to in points (a) or (b) above.

5.3.1.2. *Exclusion on the basis of a preliminary classification in law*

In the absence of a final judgment or, where applicable, a final administrative decision, the Court of Justice will, under the conditions laid down in Article 106(2) and (6) FR, also exclude from participation in the procurement procedures governed by the FR an economic operator whose conduct is covered under 5.3.1.1(c),(d), (e) and (f) on the basis of a preliminary classification in law that the Court has itself drawn up, having regard, inter alia, to the following facts:

- facts established in the context of audits or investigations carried out by the European Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of the authorising officer;
- 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;

¹³ Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism ([OJ L 164, 22.6.2002, p. 3](#)).

¹⁴ Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA ([OJ L 101, 15.4.2011, p. 1](#)).

¹⁵ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests ([OJ L 312, 23.12.1995, p. 1](#)).

- decisions of the European Central Bank, the European Investment Bank, the European Investment Fund or international organisations;
- 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.

5.3.1.3. *Cases of non-exclusion and remedial measures*

The Court of Justice will not exclude an economic operator that is in one of the exclusion situations referred to under 5.3.1.1, in the cases and under the conditions laid down in Article 106(7) and (8) FR.

In particular, the Court of Justice will not exclude an economic operator that is in one of the exclusion situations referred to under 5.3.1.1 [other than that referred to under 5.3.1.1(d) above] where the economic operator has taken remedial measures, thus demonstrating its reliability, such as, *inter alia*:

- measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business area of the economic operator, appropriate to correct the conduct and prevent its further occurrence;
- measures to compensate or redress the damage or harm caused to the Union's financial interests by the underlying facts giving rise to the exclusion situation;
- payment or security for payment of any fine imposed by a competent authority or of any taxes or social security contributions referred to under 5.3.1.1(b).

5.3.1.4. *Exclusion decision*

The decision to exclude an economic operator from participation in procurement procedures governed by the FR in the situations referred to under 5.3.1.1 and 5.3.1.2 will be adopted by the Court of Justice within the limitation period laid down in Article 106(15) FR.

The Court of Justice will determine the duration of the exclusion and the conditions for publication of the exclusion decision in accordance with (i) Article 106(3) and (14) FR and (ii) Article 106(16) FR.

5.3.2. Rejection of the tenderer under Article 107 FR

The Court of Justice will not award a contract for this procurement procedure to an economic operator who:

- a) is in an exclusion situation established in accordance with Article 106 FR (see 5.3.1.1 and 5.3.1.2)
- b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- c) was previously involved in the preparation of procurement documents, where this entails a distortion of competition that cannot be remedied otherwise.

Before taking a decision to reject the tender of an economic operator from this call for tenders, the Court of Justice will give that operator the opportunity to submit its observations, unless the

rejection has been justified on the basis of section (a) above by an exclusion decision taken with regard to the economic operator, following an examination of its observations.

5.3.3. Evaluation of exclusion criteria in the case of joint tenders, subcontracting or use of the capacity of other entities

In the case of a joint tender, subcontracting or where the tenderer uses the capacity of other entities, exclusion criteria will be evaluated individually in relation to each economic operator participating in the tender.

The tenderer must replace those entities on whose capacity it is planning to rely in order to meet the selection criteria (see 5.4) or those subcontractors which are in an exclusion situation.

5.3.4. Evidence of absence of an exclusion or rejection situation

5.3.4.1. *Declaration on honour*

The tenderer must sign and annex to its tender the declaration on honour provided in ANNEX 3, attesting that it is or is not in one of the exclusion situations referred to under 5.3.1.1 or in one of the rejection situations referred to under 5.3.2, and, where applicable, that it has taken the remedial measures referred to under 5.3.1.3.

The tenderer will supply, where applicable, the same declaration signed by an entity on whose capacity it intends to rely in order to meet the selection criteria (see 5.4), and also by its subcontractors.

5.3.4.2. *Evidence that may be requested from the tenderers in certain cases*

At the request of the Court of Justice, and where necessary to ensure the proper conduct of the procedure, the tenderer and, where applicable, the entity on whose capacity it intends to rely in order to meet the selection criteria will supply:

- a) the updated declaration on honour provided in Annex 3;
- b) evidence that the tenderer or the entity is not in one of the exclusion situations referred to under 5.3.1.1;
- c) information on the individuals who are members of the administrative, management or supervisory bodies of the tenderer or the entity or who have powers of representation, decision or control with regard to that tenderer or that entity and evidence that one or more of those individuals are not in one of the exclusion situations referred to under 5.3.1.1(c) to (f);
- d) proof that legal or natural persons that assume unlimited liability for the debts of the tenderer or entity are not in an exclusion situation referred to under 5.3.1.1 (a) or (b).

The Court of Justice will accept the following documents as sufficient proof that an economic operator is not in an exclusion situation referred to under 5.3.1.1:

- As evidence that an economic operator is not in one of the exclusion situations referred to under 5.3.1.1(a), (c), (d) or (f), production of a recent extract from police or judicial records or, failing that, an equivalent recent document issued by a judicial or administrative authority of the country in which the economic operator is established, showing that those requirements are satisfied.

- As evidence that an economic operator is not in one of the exclusion situations referred to under 5.3.1.1(a) or b), a recent certificate issued by the competent authority in the State concerned.
- Where that kind of certificate is not issued in the country concerned, the economic operator may provide 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 the country in which it is established.

5.3.4.3. *Evidence that must be provided by the successful tenderer*

When the total amount of the contract exceeds the thresholds laid down in point (b) of Article 4 of the Directive 2014/24/EU¹⁶, the successful tenderer must supply, within the time limit set by the Court of Justice and before signing of the contract, proof to confirm the declaration on honour provided in Annex 3.

The Court of Justice will accept as sufficient proof for the abovementioned purposes the documents specified under 5.3.4.2.

The following will be exempt from the requirement to submit these documents:

- international organisations, in any event;
- any other tenderer:
 - where the Court of Justice can obtain free access to that evidence by consulting a national database,
 - where such evidence has previously been submitted to the Court of Justice for the purposes of another procedure and where the date of issue of the documents concerned is not more than one year earlier and they are still valid. In such a case, the economic operator will attest on honour that the documentary evidence was previously supplied in the course of an earlier procedure and that there has been no change in its situation.

5.3.5. Financial penalties

In addition to exclusion in accordance with the provisions of section 5.3.1, the Court of Justice may impose, under the conditions specified in Articles 106(13), (15), (16) and (17) FR, a financial penalty representing between 2% and 10% of the total value of the contract on an economic operator who participates in or requests to participate in the call for tenders while being, without having declared it, in one of the following exclusion situations referred to under 5.3.1.1(c), (d), (e) or (f).

5.4. Selection criteria

5.4.1. Capacity to carry out the professional activity

The tenderer must have the legal capacity necessary to carry out the professional activity referred to in the contract (entry in the relevant commercial or professional register, social security registration, VAT registration, authorisation of establishment, etc.) in accordance with the legislation of the State in which it is established.

¹⁶ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014

5.4.2. Economic and financial capacity

The tenderer must have the economic and financial capacity necessary to carry out the contract. For this purpose, it must reach the following minimum level:

- The tenderer's average overall annual turnover for the last three financial years must be at least two times greater than the estimated annual amount of the lot or, where appropriate, than the sum of the estimated annual amounts of the lots for which the tenderer is submitting its tender (Lot 1: maximum estimated value EUR 20.000,00; estimated annual amount EUR 6.667,00. Lot 2: maximum estimated value EUR 200.000,00; estimated annual amount EUR 66.667,00).

5.4.3. Technical and professional capacity

The tenderer must have the technical and professional capacity necessary to perform the contract.

In particular, tenderers must have relevant experience of at least three (3) years in the commercial activity which is the subject of this call for tenders as described in the technical specifications.

5.4.4. Conflict of interest

The Court of Justice may conclude that an economic operator will not achieve an appropriate level of quality in performance of the contract and thus reject its tender if it establishes that this operator is suffering a conflict of interest which might have a negative impact on the performance of the contract.

5.4.5. Evaluation of selection criteria in the case of joint tenders, subcontracting or use of the capacity of other entities

In joint tenders or subcontracting or where the tenderer is planning to rely on the capacity of other entities, selection criteria will be assessed on the basis of the capacity of all the economic operators participating in the tender (sole tenderer or members of the group, subcontractors and other entities on whose capacity the tenderer is planning to rely), combining the capacities of all these economic operators.

The tenderer must replace entities on whose capacity it is planning to rely in order to meet selection criteria or subcontractors participating in its tender who do not meet an applicable selection criterion.

5.4.6. Evidence concerning selection criteria

5.4.6.1. *Declaration on honour*

The tenderer must sign and annex to its tender the declaration on honour relating to the exclusion and selection criteria laid down in ANNEX 3.

5.4.6.2. *Evidence that may be requested from the tenderers in certain circumstances*

The Court of Justice may, at any time during the procedure, ask tenderers to provide an updated declaration on honour or some or all of the supporting documents provided for under 5.4.6.3 if such is necessary to ensure a smooth procedure.

5.4.6.3. *Evidence that must be provided by the successful tenderer*

To prove its **economic and financial capacity**, the successful tenderer must submit the following updated supporting document:

- a copy of the balance sheets or extract balance sheets and profit/loss accounts for the last three financial years, and all copies of reports of the Board of Directors and external auditors if available, relating to those financial years. If, for a justified reason, supported by probative documents, the tenderer is not able to provide these, it will attach a signed declaration stating the annual profit/loss after tax for the last three financial years;
- a declaration duly signed by the company representative indicating the overall annual turnover for the last three financial years.

If, for good reason, the tenderer is unable to produce the abovementioned documents, it is authorised to prove its economic and financial capacity by means of any other document considered appropriate by the Court of Justice.

To prove its **technical and professional capacity**, the successful tenderer must submit the following documents:

- proof that the national legislation permits the tenderer to perform the contract (registration in the business or professional registry, a sworn statement or certificate substantiating membership of a specific organisation, express permission or VAT registration)
- submission of a list per lot of the main contracts for subscriptions to specialised periodical publications concluded in the course of the last three years, indicating the number of legal periodicals forming part of each contract, their amount, date and the recipient, public or private
- submission of a list containing the measures to respect the relevant environmental requirements (waste materials are sorted and recycled, type of collection of waste, use of renewable energy, energy and material saving, ...)

The successful tenderer is not required to submit the abovementioned supporting documents if it has already provided them to the Court of Justice for the purposes of another procedure and on condition that these documents are still valid or if the Court of Justice can access them free of charge by consulting a national database.

5.5. Verification that the tender meets minimum requirements

Tenders from tenderers which have not been excluded or rejected in application of exclusion criteria (see 5.3), who meet the selection criteria and who are not subject to any conflict of interest (see 5.4) will be examined to verify that they meet the minimum requirements set out in the technical specifications (see ANNEX 1).

Tenders which do not meet the abovementioned minimum requirements will be rejected.

5.6. Award criteria and grading

The contract will be awarded to the most economically advantageous tender offering the best quality/price ratio out of all duly submitted and compliant tenders.

The table below set out the award criteria and the maximum number of points that will be granted for each of the criteria:

AWARD CRITERIA FOR THE FINANCIAL TENDER		
A	Overall price tendered for current and new subscriptions	600 points
AWARD CRITERIA FOR THE TECHNICAL TENDER		
B	Number of titles	350 points
C	'Table of contents' email alert service	50 points

5.6.1. Evaluation of the technical tender

5.6.1.1. *General provisions*

The technical tender must comply with all the obligatory requirements set out in the technical specifications.

The evaluation of the technical tender will be based on the qualitative award criteria detailed below, namely criterion B (Number of titles), and criterion C ('Table of contents' email alert service).

Each of the tenders will be assigned, for each criterion, a score reflecting the level of quality or performance attained for that criterion on a scale from 0 to 350 points for the criterion B (NB), and from 0 to 50 points for criterion C (NC), in accordance with the scoring method indicated in subsections (b) and (c) below for each of those criteria.

A qualitative score 'NQ' will be calculated for each technical tender on the conclusion of its evaluation.

That score will correspond to the sum of the scores assigned for each of the qualitative criteria:

$$NQ = NB + NC$$

5.6.1.2. *Criterion B: Number of titles*

The tenderers shall indicate, for each lot, the titles for which they undertake to provide an annual subscription in the requested formats, use of the form in ANNEX 5 being mandatory.

Tenders which do not offer the minimum percentage of titles (60% for lot 1 - CH and 30% for lot 2 - Others) in the format(s) laid down in ANNEX 5 will be rejected.

The quality of the tender from the perspective of number of titles will be assigned a score from a total of 350 points. Tenders offering all the requested titles will be awarded a NB score of 350 points. Other tenders will be awarded a NB score in proportion to the percentage of titles tendered.

5.6.1.3. *Criterion C: 'Table of contents' email alert service*

This criterion refers to the email alert service that the tenderer undertakes to provide for the 'Table of contents' of the requested titles, making possible a monitoring of documents and the issue of alerts to the publication of a new issue of a periodical. In addition, points will be awarded for the

number of titles per lot for which the abovementioned service includes the possibility of direct access to the content via an internet link.

Points will also be awarded if users can register directly to the 'Table of contents' alert system.

The total number of points awarded to this criterion (NC) will be on a scale of 0 to 50 points, distributed as follows for each sub-criterion to be evaluated:

- Tenders offering the 'Table of contents' email alert service for all the titles in the lot will receive 20 points. Other tenders will be assigned a score in proportion to the percentage of titles for which that service is tendered.
- Tenders offering the possibility of direct access to the content via an internet link for all the titles in the lot will receive 20 points. Other tenders will be assigned a score in proportion to the percentage of titles for which that possibility is tendered.
- Tenders offering to individual users direct registration to the 'Table of contents' alert system for all the titles in the lot will receive 10 points. Other tenders will be assigned a score in proportion to the percentage of titles for which that possibility is tendered.

The sum of points obtained for each of the sub-criteria will correspond to the NC score awarded, per lot, with respect to criterion C.

It is mandatory that tenderers indicate the abovementioned elements using the form in ANNEX 5

5.6.2. Evaluation of the financial tender

5.6.2.1. *Criterion A: Percentage in relation to the publisher's list price for the new subscriptions*

It is essential that the tenderer complete the financial tender form in ANNEX 4 for each of the lots for which it submits a tender.

The tenderer must clearly indicate, in the place provided for that purpose in the form in ANNEX 4, the percentage in relation to the publisher's list price (excluding VAT) that it undertakes to apply in order to calculate the price of the subscriptions.

That percentage shall include all costs relating to the subscriptions, processing and services (basic services and any additional services that the tenderer offers in the technical tender), including delivery to the contracting authority, and the profit of the contractor. Those elements are always to be taken into consideration exclusive of VAT.

The tender submitting the lowest percentage in relation to the publisher's list price will be awarded a NA score of 600 points.

The other tenders will be awarded an inversely proportional score, 'NA', according to the following formula:

$$NA = 600 \times \frac{\text{Lowest percentage in relation to the publisher's list price}}{\text{Percentage in relation to the publisher's list price in the tender under evaluation}}$$

5.6.3. Overall evaluation of the tender

On the conclusion of the evaluations of the technical and financial tenders, the Court of Justice will calculate, for each tender, an overall score (NG) according to the following formula:

$$NG = NA + NB + NC$$

The tender obtaining the best overall score (NG) will be regarded as offering the best value for money and, in the event of a tie, whichever of the tenders concerned has the highest score for the financial evaluation (NA) will be accepted.

On the conclusion of the evaluations of tenders, the contracting authority will draw up a list of successful tenderers per lot and in descending order of the overall score obtained. That ranking of successful tenderers will determine the ranking order of the contracting parties in the cascade and the order in which they will be called upon when an order is placed by the Court of Justice.

The Court of Justice is not liable for any compensation for tenderers whose tender has not been accepted.

5.7. Abnormally low tenders

If the price or the cost offered in the tender appears to be abnormally low, the Court of Justice makes a written request for any details that it deems to be appropriate regarding the composition of the price or the cost and gives the tenderer the opportunity to submit any observations.

In particular, the Court of Justice may consider observations concerning:

- the economics of the manufacturing process, of the provision of services or of the construction method;
- the technical solutions chosen or the exceptionally favourable conditions available to the tenderer;
- the originality of the tender;
- compliance of the tenderer with applicable obligations in the fields of environmental, social and labour law;
- compliance of subcontractors with applicable obligations in the fields of environmental, social and labour law;
- the possibility of the tenderer obtaining state aid in compliance with applicable rules.

The Court of Justice may only reject the tender if the evidence provided does not satisfactorily explain the low level of the price or the costs proposed.

The Court of Justice will reject the tender if it establishes that the latter is abnormally low because it breaches applicable obligations in the areas of environmental, social and employment law.

If the Court of Justice finds that a tender is abnormally low because the tenderer has obtained State aid, it may reject this tender for this reason alone only if the tenderer is unable to show, within a sufficient period of time specified by the Court of Justice, that the aid in question was compatible with the internal market pursuant to Article 107 TFEU.

PARTIE 6 CONCLUSION OF THE PROCUREMENT PROCEDURE, CONTACT WITH PARTICIPANTS AND PROTECTION OF PERSONAL DATA**6.1. Contact between tenderers and the Court of Justice during the procurement procedure**

During the course of the procurement procedure, any contact between the Court of Justice and tenderers is authorised, by way of exception, in the cases specified below and takes place under conditions that guarantee transparency, equal treatment and proper administration.

6.1.1. Before the deadline for the receipt of tenders

Before the closing date set for the receipt of tenders, the Court of Justice may provide additional information relating to the contract documents, simultaneously and in writing, to all interested economic operators:

- a) at the request of tenderers with the sole aim of explaining the contract documents;
- b) on its own initiative, if it notices an error, an inaccuracy, an omission or any other material defect in the drafting of the contract documents.

6.1.2. After the deadline for the receipt of tenders

After the deadline for the receipt of tenders, the Court of Justice contacts tenderers to correct obvious material errors or to request confirmation of a specific or technical element, except in duly justified cases.

None of the abovementioned contacts or any other contacts result in changes to contract documents or substantial changes to the conditions of submitted tenders.

6.2. Information given to tenderers concerning decisions taken by the Court of Justice

The Court of Justice will inform all tenderers simultaneously and individually by email of decisions that have been taken concerning the outcome of the procedure, as soon as possible, after the following steps:

- Decisions to reject a tender in the cases provided for under 5.1, after the tender opening phase.
- The award decision and decisions to reject unsuccessful tenders, following their adoption.

Notifications to rejected tenderers state in each case the reasons why the tender was rejected, if applicable the length of the standstill period before the contract is signed (see 6.3), and available avenues for appeal.

Notification given to the successful tenderer does not constitute a commitment on the part of the Court of Justice.

Rejected tenderers which are not in an exclusion situation and whose tender complies with the contract documents may obtain, on written request, by letter, by fax or by email, additional information on the name of the successful tenderer or successful tenderers in the case of a multiple framework contract and on the characteristics and relative advantages of the successful tender, the price paid or the value of the contract, as appropriate.

However, certain information may not be communicated in cases where it would be an obstacle to due application of the law, would not be in the public interest, would prejudice the legitimate commercial interests of economic operators or would hinder fair competition between the latter.

The Court of Justice replies by email as soon as possible and in any case within a period of 15 calendar days from receipt of the written request.

Information is deemed to have been received by the tenderer if the Court of Justice can prove that it sent it to the email address stated in the tender. In that case, information is deemed to have been received by the tenderer on the date that it is sent by the Court of Justice.

Neither a request for information nor the reply relating thereto has the effect of suspending the period for the raising of any appeal against rejection and award decisions.

6.3. Standstill period before the contract is signed

The Court of Justice can only sign the contract with the successful tenderer following a period of 10 calendar days from the date following the date of simultaneous electronic notification of the rejection and award decisions.

The standstill period does not apply to any procedure in which only one tender has been filed, to the contracts whose total amount does not exceeds the thresholds laid down in point (b) of Article 4 of the Directive 2014/24/EU or to specific contracts based on a framework contract.

6.4. Suspension of the signing of the contract and review of the award decision

If applicable, the Court of Justice may suspend the signing of the contract for further examination if requests or comments made by rejected or aggrieved tenderers, or any other relevant information justify this. In the case of a suspension, all tenderers are informed within three working days following the suspension decision.

Where the framework contract, for whatever reason, cannot be awarded to the intended successful tenderer, the Court of Justice may award it to the next best tenderer.

6.5. Cancellation of the procedure

Before the contract is signed, the Court of Justice may cancel the procurement procedure without tenderers being able to claim any compensation.

The decision is reasoned and is notified to tenderers as soon as possible.

6.6. Substantial errors, irregularities or fraud

Where the procedure turns out to contain substantial errors, irregularities or fraud, the Court of Justice suspends it and may implement all necessary measures, including cancelling it.

If, after the contract has been signed, the procedure or performance of the contract turns out to contain substantial errors, irregularities or fraud, the Court of Justice may suspend performance of the contract or, if applicable, terminate it.

Performance of the contract may also be suspended to verify the existence of presumed substantial errors, irregularities or fraud.

If the substantial errors, irregularities or fraud are attributable to the contractor, the Court of Justice may also refuse to make payments or may recover unduly paid amounts in proportion to the seriousness of the substantial errors, irregularities or fraud.

OLAF exercises the power, conferred on the Commission by Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission to protect the European Communities' financial interests against fraud and other irregularities¹⁷, to carry out on-the-spot verifications and checks in Member States and, in accordance with applicable cooperation and mutual assistance agreements, in third countries and at the premises of international organisations.

If presumed substantial errors, irregularities or fraud are not confirmed after performance of the contract has been suspended, performance of the contract is resumed as soon as possible.

6.7. Personal data protection

The monitoring of any response to the procurement procedure will involve the recording and processing of personal data contained in the tender submitted by the tenderer (e.g. name, address, telephone or fax number, email address, tenderer's legal status, etc.).

Data relating to economic operators who are in one of the situations referred to in Articles 106 and 107 FR may be recorded in a central database and communicated to the entities referred to in Article 58 FR under the conditions laid down in Article 108 FR. These provisions also concern data relating to persons who are members of the administrative, management or supervisory bodies of these economic operators or who are authorised to represent, make decisions for or control them, and to natural persons or legal entities liable for any debts of these economic operators.

Personal data relating to the tenderer (in particular evaluation data) may be generated by the persons taking part in the opening and above all the assessment of tenders. Personal data relating to the tenderer may, if applicable, be generated in the context of advertising (award notice published in the Official Journal, annual list of contracting parties published in the Official Journal, etc.) referred to in Articles 123 and 124 RAP where the public contract is awarded to it. The following categories of data may be processed in a procurement procedure:

- name, address, telephone or fax number, email address;
- data contained in a passport or certificate of nationality (copies);
- proof of self-employed status, proof of tax status;
- bank data (account number, name of bank, IBAN code);
- data contained in an extract from police/judicial records, a certificate attesting non-payment of social security contributions or taxes;
- curriculum vitae;
- list of principal publications or productions;
- statement of tenderer's turnover;
- bank statements or evidence of professional risk insurance;
- other data connected with the tenderer transmitted by the latter as part of the procurement procedure.

All such data will be processed by the Court of Justice in accordance with the requirements of Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community

¹⁷ OJ L 292, 15.11.1996, p. 2. The text of this regulation is available at the following internet address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX:31996R2185>.

institutions and bodies and on the free movement of such data¹⁸. Unless otherwise stated, the personal data processed is necessary for the assessment of tenders submitted by tenderers and will be processed exclusively to that end by the service responsible for procurement, by the Budget and Financial Affairs Directorate, the Committee for the Evaluation of Tenders referred to in Article 158 RAP and the Consultative Committee on Public Contracts of the Court of Justice, without prejudice to the possible transmission of these data to bodies charged with the task of monitoring or inspection in application of European Union law. Accordingly, recipients may also include: the European Court of Auditors, the specialised financial irregularities committee, the internal auditor (within the responsibilities conferred thereon by Articles 98 to 100 FR), the European Parliament (under the discharge procedure), OLAF, the Supervisory Committee of OLAF [under Article 15 of Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by OLAF¹⁹], the General Court of the European Union and the Court of Justice of the European Union, the courts having jurisdiction in the event of legal proceedings relating to performance of the contract, the President and the Registrar of the Court of Justice of the European Union together with the officials and authorised representatives who may assist them, and the legal adviser in respect of administration.

Under Article 48 FR, documents relating to the contract and containing personal data are kept:

- in respect of unsuccessful tenderers for the contract: for five years from the date of discharge by the European Parliament relating to the budget for the year in which the contract was awarded;
- in respect of the successful tenderer for the contract: for five years from the date of discharge by the European Parliament relating to the budget for the year in which the last act in the performance of the contract was carried out or in which the contractual or legal guarantee accorded to the contracting authority under the contract expires.

However, personal data contained in supporting documents are not kept beyond the award decision unless they are necessary for the purposes of budgetary discharge, control and audit or any appeal.

The persons whose personal data are processed within the context of this procurement procedure may, on request, have their personal data communicated to them and have any inaccurate or incomplete data concerning them rectified.

For any questions relating to the processing of these personal data, the persons concerned may send an email to the following address: marchespublics-contrats@curia.europa.eu. They also have a right to appeal at any time to the European Data Protection Supervisor.

The representative(s) of the tenderer(s) is/are bound to inform the persons whose personal data are used within the context of this procurement procedure of the nature, purpose and characteristics of processing (categories of data, recipients, time-limits for storing the data, etc.) and of the rights described above.

¹⁸ OJ L 8, 12.1.2001, p. 1-22 The text of this regulation is available on the internet at the following address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX:32001R0045>.

¹⁹ OJ L 248, 18.9.2013, p. 1-22 The text of this regulation is available on the internet at the following address: <http://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX:32013R0883>.

PARTIE 7 ANNEXES

ANNEX 1 TECHNICAL SPECIFICATIONS

The technical specifications are the minimum requirements that must be satisfied if the tender is to be found to be in order. Failure to comply with the technical specifications will necessarily entail rejection of the tender

1. Description of the supplies

The objective of this contract is the conclusion of in cascade framework contracts for the supply of subscriptions permitting access to the contents of specialised periodicals, excluding general daily newspapers, in paper format or in paper and electronic formats, and related services.

The term 'periodical' means any title that is published regularly (daily, weekly, fortnightly, monthly, quarterly, annual, etc.), with particular regard to the specific character of the library of the Court of Justice, in the field of law.

The term 'issue' means each part (fascicle, journal, volume, part, etc.) of a periodical that is sequentially published. Each annual subscription to a periodical shall include the supply of a certain number of issues of that publication according to the frequency of publication (one issue, for yearbooks; two issues for six-monthly periodicals, etc.).

All the periodicals concerned shall be supplied in paper format. In the event that a periodical also exists in electronic format, access to the electronic format shall be included in the service to be provided, unless specifically stated otherwise in the lots.

The languages of communication for the performance of the contract are French and/or English.

2. Duration and timetable

The Library Directorate of the Court of Justice ('the Library Directorate') seeks to conclude multiple in cascade framework contracts for a duration of one year, renewable two times for periods not exceeding one year, for the supply of subscriptions to the specialised periodicals in paper format or in paper and electronic formats.

The Court of Justice expressly reserves the right not to renew those contracts.

3. Current and new subscriptions

The Court of Justice may request that contracting parties supply subscriptions to publications for which the Court holds a subscription in 2017 ('current subscriptions'). For that purpose, the Court shall send to the contractor a specific contract on the basis of the financial conditions of the latter's tender.

The current subscriptions are listed in ANNEX 5. That list includes the titles of the periodicals published in the various countries covered by the 2 lots of the contract. With respect to some periodicals, a number of copies may be ordered.

As a general rule, the Court of Justice purchases a paper copy, where the periodical exists in paper format, supplemented, in certain cases, by electronic access (see the details, with respect to each periodical, in ANNEX 5. The Court of Justice reserves however the right to choose the format(s) that meets its needs.

The Court of Justice may request that contracting parties supply subscriptions to periodicals that are not listed on the list of current subscriptions ('new subscriptions'). The price of the new subscriptions must be calculated by applying the percentage in relation to the publisher's list price stated by the tenderer in its economic tender for current and new subscriptions (ANNEX 4).

The contractor shall submit a tender price for current and new subscriptions requested, accompanied by documentary evidence of the publisher's list price with respect to those

subscriptions, within 5 working days from the date of the request. If that time limit is not complied with, the Court of Justice reserves the right to place an order with the next-ranking contractor for the same lot, by mere notification to the contractor.

In the event of agreement by the parties on the financial conditions and the time limits for performance, the Court of Justice shall send to the contractor a specific contract on the basis of the agreed terms.

The date of commencement of the subscription to a periodical shall be the date specified on the specific contract, which the contractor will have previously confirmed.

4. Annual renewal of subscriptions

After the first year of the contract, the Court of Justice shall send to the contractor, in September of the year N, requests for renewals of ongoing subscriptions in that year that the Court seeks to renew for the year N+1.

The contractor shall have a period of 20 working days to reply to the requests for renewal, stating whether it is in a position to supply subscriptions for the year N+1 to the periodical publications concerned by those requests.

The Court of Justice shall send to the contractor a specific contract in duplicate, on the basis of the financial conditions agreed with respect to the periodical(s) concerned.

Within a period of 5 working days from the date of receipt of the specific contract, the contractor must send back to the Court of Justice one original of the specific contract, duly signed and dated.

In the event that the reply of the contractor is negative, the Court of Justice may place an order, for the subscriptions concerned, with the next-ranked contractor in the same lot.

The Court of Justice may cancel, merely by giving notice to the contractor, the requests for renewal with respect to which the abovementioned time limit for reply has expired. The Court of Justice may then place an order, for the subscriptions concerned, with the next-ranked contractor in the same lot.

5. Electronic Access

In cases where a periodical also exists in electronic format, the contractor must be in a position also to offer subscription to that format. If the contractor, for whatever reason, is not in a position to ensure that the Court of Justice has access to the electronic content, the Court of Justice reserves the right:

- to request the cancellation of that subscription,
- to request reimbursement, and
- to obtain the subscription by other means, either directly from the publisher, or otherwise.

In the event that electronic access to the content of a periodical is technically incompatible with the IT network of the Court of Justice, the Court reserves the option of altering the format in which it seeks to obtain that periodical.

6. Time and places of delivery

The time limits for delivery that must be complied with shall vary according to the frequency of publication of the periodicals, as follows:

Frequency that is weekly or more often (at least 1 issue published per week): D+2 weeks for all lots.

Frequency of publication that is less often than once per week (fortnightly, monthly, quarterly, etc.): at the latest D+4 weeks for all lots.

Day D: the date of publication of an issue of a periodical in its country of publication

The periodicals are to be delivered to the building of the Court of Justice housing its library, in Luxembourg.

The address will be notified on the specific contract and may be altered as decided by the Court of Justice.

7. Packaging and labelling of parcels

Parcels shall be packed in such a way that their packaging will ensure that they are protected against, inter alia, adverse weather and damage through handling.

The contractor shall ensure that the labelling conforms in all respects with the requirements of the department and shall be able, promptly, to alter the labelling on the instructions of that department.

The following information in the labels is mandatory:

Name of the addressee or Department

Building and Office

Postal Address

8. Management of subscriptions and basic services

The contractor shall provide to the library of the Court of Justice a service for monitoring subscriptions in the form of a web management portal (or other equivalent means), aimed at providing information on the range of subscriptions held by the Court of Justice, including the matters provided for in the tender specifications, the aim being to ensuring transparency and easy access to information.

That service will be the main tool for the management of subscriptions to periodicals and yearbooks, made available to the person(s) designated as administrator(s) on behalf of the Court of Justice.

That service must provide at least the following information for each subscription ordered:

- The title and the ISSN number of the periodical;
- The period of subscription: commencement date and end date;
- Annual price for the subscription (customer price), calculated in accordance with ANNEX 4
- Where necessary, the manner in which the content of the periodical publication is accessible by electronic means;
- The number of issues with respect to each periodical;
- The publication timetable with respect to each periodical;
- The notification to the Court of Justice of bibliographical changes;
- The number of the Court of Justice's specific contract
- Where necessary, the publisher's subscription reference number
- The tracking number of each package

The contractor must be able to provide, without additional costs, at the request of the Court of Justice, an export of the data listed above. The export will be provided in the form of an Excel file or similar.

The contractor must be able to make available to the Court of Justice a service making it possible to effect, on contact by telephone, email or fax:

- any change of address;
- any reimbursement (e.g. because of failures to deliver) or payment of an indemnity by way of compensation;
- any request for information or for the monitoring of operations and accounts in general;
- maintenance and helpdesk with respect to electronic access.

The tender of the contractor must specify the contact person(s) (with his or her contact details) that is/are specifically responsible for replying to requests and questions of the Court of Justice.

Such contact will be made in French and/or English

9. Replacement of persons charged with providing services

The framework contract will be performed by the persons identified in the tender. If these persons are replaced, the contractor must guarantee a continued high level of services and the effective transfer of information.

Any replacement, at any time during performance of the framework contract, must be subject to the written approval of the Court of Justice. The contractor will, in good time, propose a replacement having a level of qualification and experience at least equivalent to that of the person being replaced.

The Court of Justice reserves the right to request the replacement of a person that it deems to be incompetent or unable to carry out their functions under the framework contract or whose performance of tasks under the framework contract is detrimental to the proper performance of the framework contract. If the Court of Justice requests a replacement, which it will do in writing, the contractor must propose a replacement within one month following receipt of the Court of Justice's request. Failure to meet this deadline will be considered to be a breach of the framework contract.

No replacement shall force the Court of Justice to pay any remuneration, fees or sums other than those specified in the framework contract. The contractor will bear all the additional costs resulting from or attributable to this replacement. These costs may include, in particular, any return travel costs of the person being replaced and their family, costs of training the replacement and, if applicable, costs resulting from the need to keep both the person being replaced and their replacement at the place in which services are being carried out.

10. Social Provisions

The successful tenderer and, where appropriate, its sub-contractors, shall comply with the applicable obligations in the fields of social and labour law established by European Union law, national law, collective agreements or by international conventions applicable in the fields of social and labour law listed in Annex X to Directive 2014/24/EU.

ANNEX 2 TENDERER IDENTIFICATION FORM

Dear Sir/Madam,

Please find enclosed the tender submitted by the tenderer indicated below in response to the procurement procedure COJ-PRO-17/018 Supply of subscriptions to specialised periodicals

1. IDENTIFICATION OF THE TENDERER <i>[State in capital letters the name (in the case of a natural person) or company name (in the case of a legal entity) of the tenderer.]</i>
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2. IDENTIFICATION OF THE SIGNATORY/SIGNATORIES OF THE TENDER <i>(Identify the signatory of the tender here. If there is more than one signatory, use a copy of this table for each signatory.)</i>	
TITLE	Mr/Ms/Dr/other..... <i>(delete any inapplicable wording or supplement it if necessary)</i>
NAME	Surname <i>(in capital letters)</i> :..... First name.....
POSITION	
ADDRESS	
CONTACT	Telephone number (direct line): Fax number (direct line): Email address:

3. NAME OF CONTACT (IF DIFFERENT FROM THE PERSON STATED UNDER 2) <i>(Please name just one contact)</i>	
TITLE	Mr/Ms/Dr/other <i>(delete any inapplicable wording or supplement it if necessary)</i>
NAME	Surname <i>(in capital letters)</i> :..... First name.....
POSITION	
ADDRESS	
TELEPHONE/FAX/EMAIL	Telephone number (direct line): Fax number (direct line): Email address:

Date, stamp and signature

ANNEX 3 DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA

**Declaration on honour on
exclusion criteria and selection criteria**

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

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

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

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

(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: 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	<input type="checkbox"/>	<input type="checkbox"/>

<p>control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</p> <p>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;</p> <p>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</p> <p>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</p> <p>v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>		
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II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

Not applicable to natural persons, Member States and local authorities

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

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

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

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

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

V – REMEDIAL MEASURES

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

VI – EVIDENCE UPON REQUEST

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

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

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

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

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

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

VII – SELECTION CRITERIA

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that:	YES	NO	N/A
(d) 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

ANNEX 4 COMPULSORY REPLY FORM FOR THE FINANCIAL PROPOSAL ('TENDER PRICE')

CALL FOR TENDERS: COJ-PROC-17/018

Tenderers are requested to complete the table below to indicate the percentage in relation to the publisher's list price, inclusive of all costs and exclusive of VAT, which they undertake to apply in the context of their financial tender.

Price offered in %, inclusive of all costs and exclusive of VAT (represents the publisher's list price exclusive of VAT) is the percentage which the tenderer undertakes to apply in relation to the list price of a publisher or a group of several publishers, inclusive of all costs and exclusive of vat.²⁰

The tenderer must sign in the place indicated.

Tenderers' attention is drawn to the fact that the cost that may be incurred by one of the services offered in the technical tender must be included in the financial tender.

No additional cost may be taken into account other than the items entered on the financial tender form.

The financial tender must be clear and precise. Any tenders containing statements that prevent comparison between tenders (such as 'to be discussed', 'depending on X', 'excluded', etc.) shall be considered not to be in order and shall be rejected. The same will apply to tenders that refer to external factors, that are not expressly contained in the tender (such as references to existing but separate contracts).

Percentage in relation to the publisher's list price	Lot 1	Lot 2
Percentage, inclusive of all costs and exclusive of VAT (100% represents the publisher's list price exclusive of VAT) for titles contained and not contained in the preceding table	%	%

Date, stamp and signature

²⁰ Example: The publisher's list price (inclusive of all costs and exclusive of VAT) as stated on its website/catalogue is 100€, and the percentage offered by the tenderer is 98%. The maximum price that the Court of Justice may be charged will therefore be 98€.

ANNEX 5 MANDATORY TECHNICAL TENDER REPLY FORM

Tenderers are requested to complete the table below to indicate the titles offered under the format indicated, and the services included.

The tenderer must initial all pages and stamp, date and sign in the place indicated.

LOT 1 CH (Switzerland) TENDERER²¹ :							
	ISSN	Title	Format	Title offered (min 60% - 16 titles)	Table of contents' email alert service	Table of contents' email alert service with direct access to content via an internet link	Whether possible for individual users
1	1660-3362	Aktuelle juristische Praxis = Pratique juridique actuelle	print				
2	1020-4997	Annual report ... / World Trade Organization	print				
3	1662-2022	BVGE : Entscheide des Schweizerischen Bundesverwaltungsgerichts = ATAF : arrêts du Tribunal administratif fédéral suisse = DTAF : decisioni del Tribunale amministrativo federale svizzero = DTAF : decisius dal Tribunal amministrativ federal svizzer	print				
4	sans	Examen estadístico del comercio mundial, Organización Mundial del Comercio	print				
5	sans	Finanzmarktrecht : [Entwicklungen ...] - Bern : Stämpfli	print				
6	sans	Gesellschaftsrecht : [Entwicklungen ...] - Bern : Stämpfli	print				
7	1020-5012	Informe anual ... / Organización Mundial del Comercio	print				
8	sans	Informe sobre el comercio mundial, Organización Mundial del Comercio	print				
9	sans	World trade statistical review, World Trade	print				

²¹ Indicate the full name of the tenderer.

		Organization					
10	sans	Internationales Zivilprozessrecht : [Entwicklungen ...] - Bern : Stämpfli	print				
11	sans	Jahrbuch für Migrationsrecht - Bern : Stämpfli	print				
12	sans	Kartellrecht : [Entwicklungen ...] - Bern : Stämpfli	print				
13	sans	Kennzeichenrecht : [Entwicklungen ...] - Bern : Stämpfli	print				
14	1020-5004	Rapport annuel ... / Organisation mondiale du commerce	print				
15	sans	Rapport sur le commerce mondial ..., Organisation mondiale du commerce	print				
16	0378-5599	Revue internationale du travail	print+internet via IP				
17	1421-9158	RPW : Recht und Politik des Wettbewerbs = DPC : Droit et politique de la concurrence = DPC : Diritto e politica della concorrenza / Herausgeber = éditeur = editore: Wettbewerbskommission = Commission de la concurrence = Commissione della concorrenza	print				
18	0036-7613	Schweizerische Juristen-Zeitung = Revue suisse de jurisprudence + Zeitschrift für Europarecht	print				
19	1018-7987	Schweizerische Zeitschrift für Wirtschafts- und Finanzmarktrecht = Revue suisse de droit des affaires et du marché financier = Swiss review of business and financial market law	print				
20	sans	Schweizerisches Jahrbuch für Europarecht = Annuaire suisse de droit européen, - Bern : Stämpfli	print				
21	sans	L'examen statistique du commerce mondial, Organisation mondiale du commerce	print				
22	sans	Wirtschaftsrecht Schweiz-EU : Überblick und Kommentar - Zürich : Dike	print				

23	1011-4548	World competition : law and economics review	print				
24	sans	World trade report ... / World Trade Organization	print				
25	1423-6931	Zeitschrift für Europarecht	print				
26	0254-945x	Zeitschrift für schweizerisches Recht = Revue de droit suisse = Revista de diritto svizzero = Revista da dretg svizzer. I.+II. Halbband	print				

Date, stamp, name and signature

LOT 2 OTHERS TENDERER²² :							
	ISSN	Title	Format	Title offered (min 30% - 38 titles)	Table of contents' email alert service	Table of contents' email alert service with direct access to content via an internet link	Whether possible for individual users
1	0701-158X	Annals of air and space law = Annales de droit aérien et spatial	print				
2	0703-6337	Journal of European integration	print+internet via IP				
4	1986-2342	Επιθεώρηση οικογενειακού δικαίου : τριμηνιαίο νομικό περιοδικό	print				
5	1804-1183	Antitrust : revue soutěžního práva = Revue of competition law	print+internet				
6	1213-4678	Common Law Review	print				
7	1214-6005	Judikatura Evropského soudního dvora	print+internet via login (Pravnicke Forum)				
8	1212-9909	Jurisprudence : časopis Právnické fakulty Univerzity Karlovy	print+internet via login (Pravnicke Forum)				
9	1210-6410	Právní rozhledy : časopis pro všechna právní odvětví	print				
10	1212-2211	Přehled rozsudků Evropského soudu pro lidská práva	print+internet via login (Pravnicke				

²² Indicate the full name of the tenderer.

			Forum)				
11	1805-6822	Soukromé právo	print+PDF				
12	sans	Sbírka soudních rozhodnutí a stanovisek / Nejvyšší soud České republiky, Orac	print				
13	1214-3839	Sbírka soudních rozhodnutí a stanovisek : výběr z rozhodnutí Evropského soudu pro lidská práva ve Strasbourgu / Nejvyšší soud České republiky	print				
14	1211-1244	Sbírka zákonů : Česká republika	print				
15	1211-8362	Soudní judikatura : rozhodnutí soudů ČR	print+internet via login (Pravnicke Forum)				
16	1211-4405	Soudní rozhledy : měsíčník české, zahraniční a evropské judikatury	print				
17	1213-5313	Trestněprávní revue	print				
18	1406-8028	Eesti maksuseaduste kommentaarid	print				
19	1406-1074	Juridica : Tartu Ülikooli õigusteaduskonna ajakiri	print+internet via login				
20	1406-1082	Juridica international : law review University of Tartu	print				
21	1106-7926	Δελτίο Φορολογικής Νομοθεσίας	print+internet via login				
22	Sans	Εφημερίδα της κυβέρνησεως της Ελληνικής Δημοκρατίας. Τεύχος πρώτο - Α, Εθνικό Τυπογραφείο	print				
23	Sans	Εφημερίς της κυβέρνησεως της Ελληνικής Δημοκρατίας. Τεύχος δεύτερο - Β, Εθνικό Τυπογραφείο	print				
24	1109-9933	Ενέργεια και δίκαιο	print				
25	1790-7322	Εφημερίδα διοικητικού δικαίου	print				
26	1106-5729	Επισκόπηση Εμπορικού Δικαίου	print				

27	1107-0439	Επιθεώρησις εργατικού	print				
28	1108-2798	Επιθεώρηση νομολογίας	print+internet via IP				
29	1791-3705	Επιθεώρηση Πολιτικής Δικονομίας	print				
30	1109-1940	Ποινικός λόγος	print				
31	2412-8120	European politeia	print+internet				
32	1108-4456	Revue hellénique des droits de l'homme = Δικαιώματα του ανθρώπου	print				
33	Sans	Αρμενόπουλος + Επιστημονική Επετηρίδα - Δικηγορικός Σύλλογος Θεσσαλονίκης	print				
34	1790-0662	ΔιΜΕ&Ε : Δίκαιο μέσων ενημέρωσης και επικοινωνίας	print+internet via IP				
35	1108-2720	Δίκαιο επιχειρήσεων & εταιριών : μηνιαία έκδοση νομοθεσίας, μελέτης και νομολογίας, εμπορικού, οικονομικού, εργατικού και φορολογικού δικαίου / συντακτική επιτροπή: Λεωνίδα Ν. Γεωργακόπουλος ... [et. al]	print+internet via IP				
36	1109-2122	Διοικητική δίκη	print				
37	1106-0549	Εφαρμογές δημοσίου δικαίου / Τομέας Δημοσίου Δικαίου του Τμήματος Νομικής του Πανεπιστημίου Αθηνών	print+internet via IP				
38	0302-1467	Ελληνική δικαιοσύνη	print				
39	0251-6535	Ελληνική επιθεώρηση Ευρωπαϊκού δικαίου = Revue hellénique de droit européen	print				
40	1791-6941	Επιθεώρηση μεταναστευτικού δικαίου	print				
41	1105-5707	Επιθεώρησις δημοσίου δικαίου και διοικητικού δικαίου = Droit public et administratif	print				
42	1105-5715	Επιθεώρησις δικαίου κοινωνικής ασφαλίσεως = Revue de droit de sécurité sociale	print				
43	1106-0808	Επιθεώρησις του εμπορικού δικαίου = Droit	print				

		commercial					
44	1790-3602	Επιχείρηση : εταιρική δράση, φορολογία, λογιστική, εργατικά, ασφαλιστικά	print+internet via IP				
45	1791-3802	Εφαρμογές αστικού δικαίου : αστικό, δικονομικό & ευρωπαϊκό δίκαιο : μηνιαία έκδοση νομολογίας, νομοθεσίας, αρθρογραφίας & πρακτικής	print+internet via IP				
46	1791-4108	Θεωρία & πράξη διοικητικού δικαίου : συνταγματικό, διοικητικό & ευρωπαϊκό δίκαιο : μηνιαία έκδοση νομολογίας, νομοθεσίας, αρθρογραφίας & πρακτικής	print+internet via IP				
47	0302-1068	Κώδικας νομικού Βήματος	print				
48	1792-6556	Νομικό βήμα	print				
49	1106-7217	Ποινικά χρονικά : μηνιαίο επιστημονικό περιοδικό	print+internet via login				
50	1108-2755	Ποινική δικαιοσύνη	print+internet via IP				
51	1105-9397	Το σύνταγμα : επιθεώρησης συνταγματικής θεωρίας και πράξεως	print				
52	1791-0366	Χρηματοπιστωτικό δίκαιο	print				
53	1216-2574	Acta juridica hungarica = Hungarian journal of legal studies	print+internet via IP				
54	2061-5582	Alkotmánybíróági szemle	print				
55	1789-4689	Belügyi szemle	print				
56	1585-7115	Βίρσάγι döntések tára : polgári és gazdasági jog : on-line hozzáféréssel	print				
57	1417-4758	Börtönügyi szemle : a Büntetés-végrehajtási Szervezet szakmai és tudományos folyóirata	print				
58	1587-2769	Ευρωπαϊκό δικαίωμα / Európai Jogakadémia	print				
59	1417-2844	Fundamentum : az emberi jogok folyóirata	print				
60	1217-2464	Gazdaság és jog	print				

61	1786-0776	Infokommunikáció és jog : informatikai jog, hírközlési jog, médiajog, hálózatos iparágak	print				
62	2063-6253	In Medias Res	print				
63	1587-5563	Iparjogvédelmi és szerzői jogi szemle / Magyar Szabadalmi Hivatal	print				
64	1785-6221	Ítéltáblai határozatok : büntető határozatok, közigazgatási határozatok, polgári határozatok, gazdasági határozatok	print				
65	2061-4837	Jogesetek magyarázata : JeMa	print+internet via login				
66	2063-9767	Kúriai Döntések : bírósági határozatok	print+internet via login				
67	0025-0147	Magyar jog : a magyar jogász egyesület folyóirata	print				
68	2498-6275	Public governance, administration and finances law review	print				
69	1787-5196	Versenytükrök : [a Gazdasági Versenyhivatal Versenykultúra Központjának lapja]	print				
70	1029-1776	Liechtensteinische Juristen-Zeitung	print+internet via login				
71	Sans	Įmonių vadovų administracinė, civilinė, baudžiamoji atsakomybė, Vilnius : UAB Ekonominės informacijos ir analizės leidybos centras 2003-	print				
72	1392-6195	Jurisprudencija : mokslo darbai / Mykolo Romerio universitetas	print				
73	2351-5295	Juristo patarimai	print				
74	1392-5709	Justitia : teisės mokslo ir praktikos žurnalas	print				
75	1392-1274	Teisė : mokslo darbai = Law : research papers / Vilniaus universitetas	print				
76	1392-1592	Teisės problemos : mokslinis praktinis žurnalas / Teisės institutas	print				

77	1648-1925	Žmogaus teisių žinios : Lietuvos žmogaus teisių centro ketvirtinis biuletenis, Vilnius : Lietuvos žmogaus teisių centras	print				
78	1691-2462	Jurista vārds : una lex, una iustitia omnibus	print+internet via login				
79	1506-1817	Czasopismo prawa karnego i nauk penalnych / Polska Akademia Umiejętności	print				
80	1895-0396	Europejski Przegląd Sądowy	print				
81	1234-4303	Gdańskie studia prawnicze	print				
82	1233-4634	Glosa : przegląd prawa gospodarczego	print				
83	1640-8365	Iustitia : kwartalnik Stowarzyszenia Sędziów Polskich / [Stowarzyszenie Sędziów Polskich "Iustitia"]	print				
84	1509-877X	Kwartalnik Prawa Podatkowego / Centrum Dokumentacji i Studiów Podatkowych	print				
85	1230-7173	Kwartalnik Prawa Prywatnego / Polska Akademia Umiejętności	print				
86	1642-9591	Kwartalnik Prawa Publicznego	print				
87	1731-8165	Monitor Prawa Pracy	print				
88	1230-6509	Monitor Prawniczy : dwutygodnik prawa polskiego + Prawo Mediów Elektronicznych	print+internet via login				
89	1732-8357	Orzecznictwo Naczelnego Sądu Administracyjnego i Wojewódzkich Sądów Administracyjnych / Naczelny Sąd Administracyjny	print				
90	0867-7433	Orzecznictwo Sądów Apelacyjnych	print				
91	0867-1850	Orzecznictwo Sądów Polskich / Polska Akademia Nauk, Instytut Nauk Prawnych	print				
92	1232-390X	Orzecznictwo Sądu Najwyższego : zbiór urzędowy. Izba Pracy, Ubezpieczeń Społecznych i Spraw Publicznych	print				
93	1234-5261	Orzecznictwo Sądu Najwyższego. Izba Cywilna	print				

94	1428-6521	Orzecznictwo Trybunału Konstytucyjnego : zbiór urzędowy. Seria A, Wyroki i postanowienia	print				
95	1428-6521	Orzecznictwo Trybunału Konstytucyjnego : zbiór urzędowy. Seria B, Postanowienia w sprawach wnioskowych, postanowienia w sprawach skargowych	print				
96	0031-0344	Palestra : pismo adwokatury polskiej / Naczelna Rada Adwokacka	print				
97	0031-0980	Państwo i Prawo / Polska Akademia Nauk, Komitet Nauk Prawnych	print				
98	0551-3855	Polska bibliografia prawnicza	print				
99	2082-1743	Polski Proces Cywilny	print				
100	0032-6186	Praca i Zabezpieczenie Społeczne	print				
101	1733-2036	Prawo europejskie w praktyce	print				
102	1730-4504	Problemy współczesnego prawa międzynarodowego europejskiego i porównawczego : rocznik redagowany w Katedrze Europeistyki Uniwersytetu Jagiellońskiego	print				
103	1426-6989	Przegląd Legislacyjny : kwartalnik Rady Legislacyjnej	print				
104	0867-7514	Przegląd Podatkowy : podatki, rachunkowość + Podatki	print				
105	1230-2996	Przegląd Prawa Handlowego	print				
106	2082-1212	Przegląd Prawa Konstytucyjnego	print				
107	1896-8996	Przegląd Prawa Publicznego	print				
108	0867-7255	Przegląd Sądowy : czasopismo poświęcone prawnym zagadnieniom wymiaru sprawiedliwości	print				
109	1230-5502	Przegląd Sejmowy	print				
110	0137-5490	Przegląd Ustawodawstwa Gospodarczego	print				
111	1230-669X	Rejent	print				
112	1234-4133	Rzecznik Patentowy	print				
113	0137-4346	Studia Iuridica	print				
114	1895-1279	Studia Prawa Prywatnego	print				

115	1641-1609	Transformacje Prawa Prywatnego	print				
116	1734-803X	Zeszyty Naukowe Sądownictwa Administracyjnego / Naczelny Sąd Administracyjny	print				
117	0137-236X	Zeszyty Naukowe Uniwersytetu Jagiellońskiego	print				
118	1335-2229	Ars notaria	print				
119	1335-1079	Bulletin slovenskej advokácie	print				
120	1335-7034	Dane a účtovníctvo v praxi : mesačník plný informácií z oblasti daní, práva a účtovníctva	print+internet via login				
121	sans	Justičná revue : časopis pre právnu prax + Priloha CD-ROM - Bratislava : Právnický ústav Ministerstva spravodlivosti SR	print + CD-ROM				
122	1335-1370	Policajná teória a prax = Police theory and practice	print				
123	0032-6984	Právny obzor : teoretický časopis pre otázky štátu a práva	print				
124	1335-177X	Zo súdnej praxe	print				

Date, stamp, name and signature

ANNEX 6 THE COURT OF JUSTICE'S ENVIRONMENTAL POLICY



The European Union is in the vanguard of worldwide environmental protection. The Court of Justice of the European Union as an institution also accords great importance to that objective and has consequently decided to register its environmental commitment within the framework of the EMAS (Eco-Management and Audit Scheme) Regulation.

In general terms, an environmental management system must permit:

- compliance with all applicable legal requirements in relation to environmental protection under Annex II, section B.2.1 of the EMAS Regulation
- ensuring the prevention of pollution
- continuous improvement in the environmental impact of the activities of the Court of Justice of the European Union
- increased efficiency of processes having an impact on the environment
- communication to staff and Members, raising awareness and conferring responsibility, and encouragement to participate in the implementation of the environmental management system
- promotion of dialogue with parties concerned, both internally and externally
- development of cooperation with national authorities in order to achieve synergies supporting the objectives of this policy

That commitment is reflected in the adoption of an environmental policy and by specific initiatives, supported by sufficient resources in terms of personnel, materials and funding. The policy provides a framework for the establishment and examination of the environmental objectives and targets and has inter alia the following aims:

- reduction of carbon dioxide emissions
- efficient and rational use of energy and water
- encouraging reasonable and responsible use of paper
- reduction in the quantity of waste
- encouraging integration of environmental criteria in public procurement procedures

The environmental policy is detailed, implemented and kept updated and is communicated to every individual working within the institution or on behalf of the institution. The policy is also made known to the general public.

Luxembourg, 19 June 2015


Alfredo CALOT ESCOBAR
Greffier



ANNEX 7 DRAFT FRAMEWORK CONTRACT