

**TENDER SPECIFICATIONS**

Indicators for independence and efficient functioning  
of audiovisual media services regulatory bodies  
for the purpose of enforcing the rules in the AVMS Directive

(the study covers EU Member States, the EFTA countries, candidate and potential candidate countries)

**SMART 2009/0001**



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### 1 CONTEXT

The Audiovisual Media Services Directive - *hereafter the "AVMS" Directive or the "Directive"*<sup>1</sup> refers to the concept of "independent regulatory bodies" in Article 23b: "*Member States shall take appropriate measures to provide each other and the Commission with the information necessary for the application of the provisions of this Directive, in particular Articles 2, 2a and 3 thereof, notably through their competent independent regulatory bodies*". This provision needs to be read together with recitals 65 and 66 of the 2007/65/EC Directive. Recital 65 specifies that Member States "*...are free to choose the appropriate instruments according to their legal traditions and established structures, and notably the form of their competent independent regulatory bodies, in order to be able to carry out their work in implementing this Directive impartially and transparently.*" Recital 66 adds: "*Close cooperation between competent Member States' regulatory bodies and the Commission is necessary to ensure the correct application of this Directive. Similarly close cooperation between Member States and between Member States' regulatory bodies is particularly important with regard to the impact which broadcasters established in one Member State might have on another Member State*".

Independent regulatory bodies are thus entrusted with an important role in the correct application of the Directive. The concept of "independent regulatory bodies" is not defined by the Directive. Undoubtedly, following the principle of subsidiarity, a certain margin of discretion is left to the Member States when transposing the rules of the Directive<sup>2</sup>. At the same time, it would seem logical that a certain common understanding and general outlines of this concept are developed at EU level in view of the important role given by the Directive to the "independent regulatory bodies" and with regard to the need to ensure an effective implementation of the Directive. Thus, the interpretation of this concept is not left entirely to the Member States' discretion.

As a matter of fact, independent regulators are, in most countries, the backbone of an effective regulatory system both in the telecommunications and the audiovisual sectors (and sometimes these two sectors are under control by a converged regulator). The presence of independent regulators in the telecommunications sector was already required at EU level by the EU regulatory framework for electronic communications, before the entry into force of the AVMS Directive<sup>3</sup>.

In this context, it is appropriate to conduct a study that would assist the Commission in identifying key features or characteristics of independent regulatory bodies capable to ensure a correct and effective application of the Directive with impartiality and transparency following the lines of Article 23b in the Directive. This would constitute a useful tool for the Commission when assessing the measures of transposition of the AVMS Directive in the Member States. This would

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<sup>1</sup> Directive 89/552/CEE as amended by Directive 2007/65/CE on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the provision of audiovisual media services - OJ L 332 of 18 December 2007

<sup>2</sup> Given the variety of the legal systems and democratic and cultural traditions in the Member States, there are various approaches with regard to the means by which - and the extent to which - independence, effective powers and transparency are achieved in different Member States

<sup>3</sup> Available on: [http://ec.europa.eu/information\\_society/policy/ecomms/current/index\\_en.htm](http://ec.europa.eu/information_society/policy/ecomms/current/index_en.htm). According to the EU telecoms rules Member States must ensure that an authority performing regulatory tasks is separate and independent from any operator it regulates. In particular, Member States that have a shareholding in telecoms operators must clearly separate the regulatory tasks from the state's ownership and/or control activities in order to guarantee the impartiality of the national regulatory authority's decisions and consequently to ensure a level playing field for all operators.

also be of assistance to the Commission in the context of the Union's enlargement process. Candidate countries<sup>4</sup> preparing for accession to the EU and potential candidate countries<sup>5</sup>, must bring their broadcasting regulatory bodies in line with European standards on media regulation according to the so-called "Copenhagen criteria" with a view to implementing the EC audiovisual *acquis* effectively or, as the case may be, being able to implement it effectively in good time before accession<sup>6</sup>.

Recommendation Rec(2000)23 to Member States of the Council of Europe on the independence and functions of regulatory authorities for the broadcasting sector and its annex contain guidelines on independence and functions of regulatory authorities for the broadcasting sector offering some guidance in this area<sup>7</sup>. However, the Committee of Ministers of the Council of Europe stressed in the Declaration on the independence and functions of regulatory authorities for the broadcasting sector of 26 March 2008<sup>8</sup> that for a variety of reasons, the guidelines of Rec(2000)23 and its underlying principles "are not fully respected in law and/or in practice" in all the States of the Council of Europe .

Therefore, in order to obtain a conceptual framework for the interpretation of the notion of "independent regulatory body" at EU level, it is appropriate to commission a study comprising:

- a descriptive analysis of the institutional, legal and regulatory framework of the regulatory bodies competent for audiovisual media services in the Member States, the EFTA countries<sup>9</sup> and the enlargement countries; the analysis would cover notably the structure, the organisation, the degree of independence of the regulatory bodies and their monitoring and sanctioning powers;
- an analysis of the actual implementation and the effectiveness of such institutional, regulatory and legal set ups;
- an identification of the key characteristics of an "independent regulatory body" as referred to in the AVMS Directive.

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<sup>4</sup> Turkey, Croatia and the former Yugoslav Republic of Macedonia

<sup>5</sup> Albania, Bosnia and Herzegovina, Montenegro and Serbia as well as Kosovo under UN Security Council Resolution 1244/99

<sup>6</sup> A systematic assessment of these countries' alignment with the European standards on media regulation and their administrative capacity to implement the *acquis* in the field of audiovisual policy takes place in the framework of the accession negotiations and Commission's regular Progress Reports.

<sup>7</sup> Available on: <https://wcd.coe.int/ViewDoc.jsp?id=393649&Lang=en> . These guidelines cover: the general legislative framework, Appointment, composition and functioning, financial independence, powers and competence and accountability.

<sup>8</sup> Available on: [https://wcd.coe.int/ViewDoc.jsp?Ref=Decl\(26.03.2008\)&Language=lanEnglish&Ver=original&BackColorInternet=9999CC&BackColorIntranet=FFBB55&BackColorLogged=FFAC75](https://wcd.coe.int/ViewDoc.jsp?Ref=Decl(26.03.2008)&Language=lanEnglish&Ver=original&BackColorInternet=9999CC&BackColorIntranet=FFBB55&BackColorLogged=FFAC75)

According to the Declaration the promotion of a "culture of independence", is "essential" for independent regulation of the broadcasting sector. The Declaration identifies "transparency, accountability, clear separation of powers and due respect for the legal framework in force" as key elements of the "culture of independence" to be attained. The Declaration draws the attention of broadcasting regulatory bodies to the importance of their potential contribution to safeguarding pluralism and diversity in the broadcasting sector.

<sup>9</sup> Iceland, Norway, Liechtenstein and Switzerland

## 2 OBJECTIVES

### 2.1 General objectives

The objectives of the study are to provide the Commission with:

- a detailed legal description and analysis of the audiovisual media services regulatory bodies in the Member States, in candidate and potential candidate countries to the European Union and in the EFTA countries. For comparison purposes, the same analysis should be extended to four third countries with an economic development level comparable to the EU Member States.
- an analysis of the effective implementation of the legal framework referred to here above;
- the identification of key characteristics required for an "independent regulatory body" according to the AVMS Directive to be able to accomplish its tasks to ensure the effective application of the AVMS Directive.

### 2.2 Specific objectives

#### *2.2.1 Analysis of the institutional, regulatory and legal frameworks of the audiovisual media services regulatory bodies in the Member States of the EU, candidate and potential candidate countries to the European Union, the EFTA countries and a sample of third countries*

##### a) In the Member States of the EU

On the basis of studies and literature already available as well as of its own research, the future contractor shall carry out a comprehensive stocktaking exercise with a detailed analysis and description of the institutional, regulatory and legal environment of regulatory bodies in charge of the enforcement of the rules of the AVMS Directive in each Member State. This work shall also include a comparative analysis of the legal frameworks establishing the regulatory bodies in the various Member States and take account of the existence of several regulatory bodies in certain Member States (e.g. federal states).

The analysis and description shall be based on criteria such as the legislative framework establishing the regulatory bodies, the rules governing their organisation (management, financing, functioning, composition, rules of appointment) and the rules defining their area of competence, their powers of decision, regulation and sanctions. The description should correspond to the situation as of the beginning of 2010. The description and analysis shall take account of rules concerning notably the following issues:

- (i) legal safeguards for the bodies' independence, including rules or other mechanisms against interference from political sphere, and/or market players: nomination/appointment/dismissal of Board members and duration of their mandate, disqualification (incompatibilities) rules for members and rules on conflicts of interest, ethics and remuneration, etc.
- (ii) bodies' organisational, technical, financial and human resources: the analysis shall cover notably issues of personnel (number of employees, required level of expertise in comparison with their tasks and their status), issues of technical and financial resources, whether they are a separated entity or are converged with telecoms regulator.

- (iii) monitoring, regulatory and sanctioning powers conferred to the bodies, their ability to create their own structures and to decide on their long term goals, impact of their regulatory functions and decisions on the audiovisual sector and the appeals procedure.
- (iv) accountability and transparency mechanisms, (towards stakeholders, citizens).
- (v) the level of cooperation with other regulatory bodies within the Member States and with other Member States

The analysis should allow the identification of several types of regulatory frameworks existing in the various Member States and the classification of the existing regulatory bodies in the well defined identified categories. It should also elaborate indicators for measuring level of independence and efficient functioning of the bodies on the basis of the aspects referred to above.

The comparative analysis shall notably take into consideration the documents of the Council of Europe and other international organisations on regulatory broadcasting bodies as well as the existing situations in third countries (see also point 2.2.1.(b)(iii), here below).

- b) In candidate, potential candidate countries to the European Union, the EFTA countries and a sample of third countries.

The future contractor will provide for the same detailed legal description and analysis as mentioned in point 2.2.1 a) for the following countries:

- (i) candidate countries and potential candidate countries to the European Union
- (ii) the EFTA countries.
- (iii) four third countries with an economic development level comparable to the EU Member States.

For (i) and (ii), in countries that are not yet fully aligned with the Community's audiovisual acquis, the study will look at regulatory bodies that will implement the AVMS Directive after the alignment of the national legislation with the Directive. An analysis of the regulation, structure and powers of the independent regulatory bodies in candidate countries (Croatia, Turkey and the former Yugoslav Republic of Macedonia), potential candidate countries to the European Union (Albania, Bosnia and Herzegovina, Montenegro, and Serbia as well as Kosovo<sup>10</sup>) and the EFTA countries (Iceland, Liechtenstein, Norway and Switzerland) shall be carried out along the lines of the analysis made under point 2.2.1.(a) above.

In the case of the four third countries the study will look at regulatory bodies in charge of implementing audiovisual policy along the lines of the analysis carried out under point 2.2.1.(a) above.

***2.2.2 An analysis of the practical implementation and effectiveness of the institutional, regulatory and legal conditions concerning independent regulatory bodies in the Member States of the EU, candidate and potential candidate countries to the European Union and EFTA countries***

The future contractor will assess whether the regulatory set-up delivers the expected results in the implementation of the audiovisual framework and notably:

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<sup>10</sup> under UN Security Council Resolution 1244/99



- the overall objective of ensuring the correct application of the AVMS Directive to all EU audiovisual media services including the required cooperation with other Member States' regulatory bodies to resolve jurisdiction related issues.

- the objective of enforcing the national rules transposing the Directive to the services under the jurisdiction of the Member States concerned and, more broadly, the objectives set by the national laws to obtain an appropriate, balanced, transparent and impartial regulation of audiovisual media services.

In its analysis, the consultant will take account in particular of the effective means at the disposal of the regulatory bodies in terms of human, financial and technical resources; the decisions taken, sanctions pronounced and regulations adopted as well as appeals against such decisions, regulatory activities in the 3 preceding years; the level of independence<sup>11</sup> and expertise demonstrated by the regulatory body in its area of competence.

In this context, the future contractor will examine how the regulatory body effectively operates in practice. This examination will rely on public information available, its own research, experts' interviews, questionnaires sent to stakeholders and any other appropriate means. This analysis will cover the regulatory bodies in the Member States, candidate and potential candidate countries to the European Union and EFTA countries as well as the third countries referred to above.

### **2.2.3 Identification of key characteristics for a functioning "independent regulatory body"**

The consultant is asked to identify and define key characteristics for a functioning "independent regulatory body" as referred to in the AVMS Directive to be able to accomplish its tasks as defined under 2.2 (especially the overall objective of ensuring the correct application of the Directive to all EU audiovisual media services and the objective of enforcing the national rules transposing the Directive to the services under the jurisdiction of the Member States concerned and, more broadly the objectives set by the national laws to obtain an appropriate, balanced, transparent and impartial regulation of audiovisual media services). Where possible, such key characteristics will be accompanied with criteria to measure their level.

## **3 DURATION**

The indicative intended commencement date is February 2010 at the latest. The duration of the tasks must not exceed 15 months and is subject to the provisions of Article I.2.3 of the contract.

## **4 DELIVERABLES, MEETINGS AND TIMETABLE**

### **4.1 Deliverables**

The deliverables listed below must be provided by the contractor:

An **Inception report**, summarising the outcome of the kick-off meeting (see section 4.2 below) shall be submitted within **two weeks** after the meeting.

The **first interim report** is to be submitted within **5 months** from the date of start of the work. It must include at least the following:

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<sup>11</sup> This analysis will also consider the relationship of the identified effectiveness with the level of real independence of the regulatory bodies, as opposed to the formal independence analysed under point 2.2.1.

- The analysis described under point 2.2.1;
- Problems encountered, solutions found or proposed, and impact on future work;
- Detailed time schedule for the completion of the work.

The **second interim report** is to be submitted within **8 months** from the date of start of the work. It shall include at least the following:

- The analysis described under point 2.2.2;
- Problems encountered, solutions found or proposed, and impact on future work;
- Detailed time schedule for the completion of the work.

A **Preliminary final report** is to be submitted within **10 months** of the starting date for the execution of the tasks as specified in the contract. The preliminary final report must include a detailed analysis of the findings, covering all parts of the study and a presentation set in English suitable for the general public (MS PowerPoint compatible).

A **Final study report**, including the sections defined above for the preliminary report and an executive summary in English, French and German, is to be submitted within **13 months** of the starting date for the execution of the tasks as specified in the contract. The draft final report will be prepared taking into account comments presented during the workshop referred to under 4.2 here after, and will be submitted within two months after the workshop. The approved final study report shall be provided in 5 bound paper copies including annexes and in a “PDF” compatible format on a CDROM or DVD.

#### **4.2 Meetings and workshops**

An **Inception meeting** will be organised by the Commission’s services at the Commission’s premises in Brussels within one month of the starting date for execution of the tasks as specified in the contract. The contractor shall prepare the inception report on the basis of the outcome of the inception meeting.

**Interim meetings:** will be organised by the Commission’s services at the Commission’s premises in Brussels within one month of the submission of the first interim report and preliminary final report. The contractor(s) will present the reports and address any clarification request from the Commission's services.

A one-day **Final Workshop** will be organised in Brussels within one month of the submission of the preliminary final report. It will be designed to stimulate a discussion among interested parties in order to validate the findings of the study contained in the preliminary final report.

The contractor's principal task will be the preparation of a full presentation conveying the findings of the draft final report and key team members should be present in order to participate in the workshop and answer queries. The Commission will provide the meeting premises and interpretation facilities for the workshop. All other organisational aspects will be the responsibility of the contractor who will present the results of the study. The Commission will provide a list of invitees, which should be completed by the contractor where appropriate.

### 4.3 Timetable

Deliverable / Event	Month						
	1	5	6	8	10	11	13
Inception meeting							
Inception report							
First interim report							
First interim meeting							
Second interim report							
Preliminary final report							
Second interim meeting							
Workshop							
Final study report							

### 5 TERMS OF APPROVAL OF REPORTS

Each report included in section 4.1 above shall be submitted in electronic form (MS Word compatible). After the submission of a report, the Commission will have 60 calendar days in which:

- to approve it, with or without comments or reservations;
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to be approved. Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 20 calendar days. The new report shall likewise be subject to the above provisions.

### 6 USEFUL INFORMATION

Tenderers will find it helpful to consult the following source documents.

Statement on the Independence of Broadcasting Regulators adopted at the 17th EPRA meeting (Naples, Italy, 8-9 May 2003):

[http://www.epra.org/content/english/press/papers/Statement\\_amended\\_signed\\_en.doc](http://www.epra.org/content/english/press/papers/Statement_amended_signed_en.doc)

The Influence of Politics on Broadcasting prepared by Emmanuelle Machet of the 15th EPRA Meeting, (Brussels, 16-17 May 2002):

<http://www.epra.org/content/english/press/papers/EPRA200202.doc>

and other background documents of the EPRA meetings:

<http://www.epra.org/content/english/press/back.html>

Recommendation Rec(2000)23 of the Committee of Ministers of the Council of Europe to Member States on the independence and functions of regulatory authorities for the broadcasting sector:

[https://wcd.coe.int/ViewDoc.jsp?Ref=Rec\(2000\)23&Language=lanEnglish&Site=CM&BackColorInternet=9999CC&BackColorIntranet=FFBB55&BackColorLogged=FFAC75](https://wcd.coe.int/ViewDoc.jsp?Ref=Rec(2000)23&Language=lanEnglish&Site=CM&BackColorInternet=9999CC&BackColorIntranet=FFBB55&BackColorLogged=FFAC75)

Declaration of the Committee of Ministers on the independence and functions of regulatory authorities for the broadcasting sector (26.03.2008):

<https://wcd.coe.int/ViewDoc.jsp?id=1266737&Site=CM&BackColorInternet=9999CC&BackColorIntranet=FFBB55&BackColorLogged=FFAC75>

## **PART 2: ADMINISTRATIVE DETAILS**

### **1 ELIGIBILITY REQUIREMENTS**

All the **requirements** related to the **submission and opening of the tenders** are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender):

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

### **2 ADMINISTRATIVE REQUIREMENTS**

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a **joint tender** or through **subcontracting**. Tenders may also combine both approaches.

#### **2.1 Different ways to submit a tender**

**Options 1 to 4 below describe the different ways to submit a tender.**  
**Please make sure that all the documents and evidences required are submitted with your tender.**

**Option 1:** Submission by **one tenderer: Private / Public entity / Individual.**

**Option 2:** Submission by **partners** as defined under section 2.2 below.  
One must be designated as **lead partner/contractor**.

**Option 3:** Submission by **one tenderer with subcontractors** as defined under section 2.2 below

**Option 4:** Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

#### **2.2 Joint Tenders and Subcontracting**

##### **2.2.1 Joint tenders**

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

a) a **new legal entity** which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner, designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract.**

### **2.2.2 Subcontracting**

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole.** The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.

## **2.3 Identification of the tenderer – List of Forms & Evidences Required**

### **Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:**

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form<sup>12</sup> (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 3: Financial Identification form<sup>13</sup> (filled in and signed by an authorised representative of the tenderer and his banker)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

### **Options 2 and 4: documents to be provided by each partner**

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form<sup>14</sup> (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Annex 5: Power of attorney (filled in and signed by an authorised representative of each partner)
- Legible copy of the statutes of the company (for public/private entities)

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<sup>12</sup> A standard template in each EU language is available at:  
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

<sup>13</sup> A standard template in each EU language is available at: [http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

<sup>14</sup> A standard template in each EU language is available at:  
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

**Options 3 and 4: Documents to be provided by each subcontractor** Annex 1: Administrative identification form (filled in and signed by an authorised representative)

- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Annex 6a: Letter of intent from each subcontractor (signed by an authorised representative) to confirm their willingness and availability to perform the tasks.

**Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the letter of intent in Annex 6b.**

### **3 SIGNATURE OF THE TENDER**

The signature of the tenderer's authorised representative or representatives (preferably in blue ink) on the administrative identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

### **4 LAYOUT OF THE TENDER**

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections** as follows:

#### **4.1 Administrative section**

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.**

#### **4.2 Technical section**

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. The tender shall strictly follow the section structure of Part 1 – Technical description and take the form of continuous text, and not slides with bullet points. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

#### **4.3 Financial section**

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.
- The price quoted must **be firm and not subject to revision.**
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967), the Communities are exempt from all charges, taxes and dues. Such charges may not therefore be included in the calculation of the price quoted. **The VAT amount must be indicated separately.** VAT exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

- The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.
- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:
  - (a) Professional fees. The daily fee and total number of man/days for each category of staff working on the contract must be specified.
  - (b) Travel and subsistence expenses. In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.
  - (c) Other expenses (outsourced services or supplies, e.g. translation expenses, printing expenses, website development, etc.)

The part that the tenderer intends to subcontract shall be precisely indicated and detailed.

The total price quoted cannot exceed 450.000 euros. Tenders with a higher total price will be rejected.

The financial section must be submitted in a separate envelope, upon which shall be written the reference of the call for tender as indicated in the invitation, and with the clear mention “Financial section”

## 5 EVALUATION OF TENDERS

The evaluation of tenders will be done in accordance with the following subsequent steps:

- The Commission verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- The Commission verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- The Commission assesses the **tender** on the basis of the award criteria (third step, see section 5.3 below).

### 5.1 Exclusion Criteria

**5.1.1.** Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:

- (a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
- (b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 93 of the Financial Regulation.

**5.1.2.** Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

**5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4)**, duly signed and dated, stating that they are not in one of the situations referred to in Article 93(1) or 94 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

**5.1.4. In addition, for contracts of a value higher than EUR 133.000, ONLY the tenderer to whom the contract is to be awarded** shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made



by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

#### **5.1.5. Administrative and financial penalties**

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.
2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
  - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
  - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
  - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Community budget for a maximum period of ten years; and/or
  - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
  - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
  - (b) cases of corruption as referred to 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 1997 (OJ C 195, 25.6.1997, p. 1);
  - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
  - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Communities' financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
  - (a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;
  - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.
8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Community budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a(1) of the Regulation laying down the rules for the implementation of the Financial Regulation.

## 5.2 Selection criteria

The following selection criteria will be used to select the tenderers. If the tender is submitted by partners (as defined under section 2.2 above)

- the selection criteria in respect of financial and economic capacity (see 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner;
- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors).

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

### 5.2.1 Professional information

Criterion:	Enrolment in one of the professional or trade registers in the country of establishment
Documentary evidence:	Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment

### 5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing
Documentary evidence:	Annual income statements and balance sheets or extracts there from for the last three financial years.  Statement of overall turnover and turnover from contracts in the field of studies and other consultancy in relevant areas in the last three financial years.

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

### 5.2.3 Technical background

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of relevant areas in public policy in the Member States
Documentary evidence:	List of contracts in the field of relevant areas in public policy in the Member States performed in the past three years, or currently being performed, with their respective values

Criterion:	<p>Experience, technical knowledge of the proposed teams in the legal and economic areas related to audiovisual and ICT services.</p> <p>The key experts who have crucial roles in implementing the contract shall correspond to the following profiles:</p> <p><b>Key expert 1 - Team leader:</b></p> <ul style="list-style-type: none"> <li>- qualifications and skills: degree in economics, law, or an appropriate social science discipline.</li> <li>- professional experience: at least 10 years of experience in economic, legal or social science project work, subject to the necessary evaluation and statistical expertise being present, of which at least 5 as team leader.</li> </ul> <p><b>Key expert 2 - Senior economic expert:</b></p> <ul style="list-style-type: none"> <li>- qualifications and skills: degree in economics,</li> <li>- professional experience: at least 10 years of experience in economic research industrial and regulatory, and at least 5 years as coordinator or team leader of economic studies. Experience in the media sector would be an asset.</li> </ul> <p><b>Key expert 3 - Senior legal expert:</b></p> <ul style="list-style-type: none"> <li>- qualifications and skills: degree in law,</li> <li>- professional experience: at least 10 years of experience in media law and regulation, and, in particular, any experience relating to the regulatory bodies.</li> </ul>
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the field of relevant areas in public policy of at least three years, and cv of team members in accordance with the requirements below.

Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 400 000 euros performed by the tenderer and other applicants, including subcontractors, if any, in the last three years with indication whether the tasks were carried out as main contractor, within a consortium or with sub-contractors. <sup>15</sup>

Criterion:	Technical capacity of the tenderer and other applicants, including subcontractors, if any, to carry out the tasks in each Member State
Documentary evidence:	Detailed description of the operational structures of the tenderer and other applicants, including subcontractors, if any, in each Member State or equivalent centralised structures.

<sup>15</sup> If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.

## 5.3 Award criteria

### 5.3.1 Technical award criteria

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

<b>Technical award criteria</b>		<b>Maximum Score / Weighting</b>	<b>Threshold</b>
<b>I. Understanding of the tasks required</b>			
Clear understanding of the "Context" and "Objectives" of the study. The tenderer should provide detailed explanations of the issues at stake.		<b>30</b>	<b>15</b>
<b>II. Technical quality of the tender</b>		<b>60</b>	<b>30</b>
	1) Suitability of the proposed methodology to provide a comprehensive, clear and good quality analysis of the institutional, regulatory and legal frameworks of the regulatory bodies ensuring the effective application of the rules of the AVMS Directive in the Member States of the Union.	10	5
	2) Suitability of the proposed methodology to provide a comprehensive, clear and good quality analysis of the institutional, regulatory and legal framework of the audiovisual media services regulatory bodies in candidate, potential candidate countries to the Union, EFTA countries and a sample of four third countries of comparable economic development.	10	5
	3) Suitability of the proposed methodology to provide an exhaustive analysis of the practical implementation of the institutional, regulatory and legal frameworks of the regulatory bodies in the EU, the candidate, potential candidate countries to the Union, EFTA countries and a sample of four third countries of comparable economic development.	20	10
	4) Suitability of the proposed methodology to identify the key characteristics of an "independent regulatory body" as referred to in the AVMS Directive	20	10
<b>III Management</b>		<b>10</b>	<b>5</b>
	1) Quality of Work plan and organisation of the work	5	-
	2) Suitable time scale and allocation of human and budgetary resources	5	-
<b>Total</b>		<b>100</b>	<b>60</b>

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any technical award criterion or any sub-criterion of the technical quality of the tender criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

### **5.3.2 Price**

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

## **6 AWARD OF THE CONTRACT**

The Contract will be awarded to the tender offering the best value for money, which will be the one with the highest weighted quality-price ratio, taking into account the awarding criteria listed in point 5.3.1 and calculated according to the following formula:

$$QP \text{ Ratio} = 0.75 \times (Q / Q_{\max}) + 0.25 \times (P_{\min} / P)$$

where

**Q** is the total score of the tender, on the basis of the qualitative assessment of the technical award criteria

**Q<sub>max</sub>** is the highest total score obtained by a tender under this call

**P<sub>min</sub>** is the price of the cheapest bid in this call

**P** is the price of the tender.

## **7 PAYMENT AND STANDARD CONTRACT**

Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.

Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.

In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150.000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

## **8 VALIDITY OF THE TENDER**

Period of validity of the tender shall be nine months from the closing date for submission of the tender given in the invitation to tender.

## 9 ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.
- Tenderers may not submit bids for only parts of the services required. Variants are not allowed.

## 10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT

## 11 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

## 12 RESULTS

The results of the service must be forwarded to the Commission of the European Communities in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results.

## 13 DISCLAIMER

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

**The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.**

**PART 3: ANNEXES**

**ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM**

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)<sup>16</sup></u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

<sup>16</sup> Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3



## **ANNEX 2: LEGAL ENTITIES FORM**

**As required in PART II under section 2.3 of the tender specifications.**

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

## **ANNEX 3: BANK IDENTIFICATION FORM**

**As required in PART II under section 2.3 of the tender specifications**

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

<p style="text-align: center;"><b>ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</b></p>
---

The undersigned *[name of the signatory of this form, to be completed]*:

in his/her own name *(if the economic operator is a natural person)*

or

representing *(if the economic operator is a legal person and the declaration is signed by a director or person with powers of representation)*

official name in full:

official legal form:

official address in full:

VAT registration number:

declares that he/she / the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal

practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.

- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above<sup>17</sup>.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

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<sup>17</sup> Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

**ANNEX 5: POWER OF ATTORNEY**

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER  
AND LEAD CONTRACTOR  
**(to be filled in and signed by each of the partners in a joint tender)**

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X**, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X** on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
  - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
  - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: **[Provide details on bank, address, account number]**.
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
  - (a) The lead partner shall submit the tender on behalf of the group of partners.
  - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
  - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in ..... on **[dd/mm/yyyy]**

Place and date:

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

**ANNEX 6a: LETTER OF INTENT FOR SUB-CONTRACTORS**

**[Title of the call for tenders]**

The undersigned: .....

Name of the company/organisation: .....

Address: .....

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Place and date:

Name (in capital letters) and signature:

**ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS**

**[Title of the call for tenders]**

The undersigned: .....

Name of the company/organisation: .....

Address: .....

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation.

Place and date:

Name (in capital letters) and signature: