

Tender Specifications

*Options for and effectiveness of self-regulation in the
information society*

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Part 1: Technical Description

1. CONTEXT

The Communication on Better regulation for Growth and Jobs in the European Union¹ highlights the role of better regulation for achieving the Lisbon goals and lays down that the options of self and co-regulation are to be assessed as alternatives to legislation and should be part of any Regulatory Impact Assessment.

Self and co-regulation have particular importance in the case of the internet. It has mostly functioned through market and self-regulation in the past, but from its origins as a researchers' private network it has become a public, global and decentralised information structure where issues of standards and interoperability (at network, platforms applications and even terminal equipment level), ubiquitous access, IPR, safety, security and privacy are grow ever more complex. It is an environment that is in continuous evolution, gives birth to technological, societal and economic innovation, with new services and business models appearing. As such, the growth of and the innovation that takes place within the network and through convergence of networks and services gives it enormous potential to contribute to economic and social prosperity as also recognised in the 2005 Spring Council² knowledge and innovation being the engines of sustainable growth.

Maximising the growth and societal benefits of an “on-line” knowledge based society depends to a certain extent on optimising the regulatory regime. Government and EU level statutory regulation of the internet are not absent but self- and co-regulatory systems tend to be regarded as more flexible and more inclusive in terms of stakeholders, which can potentially better adapt to the evolving environment of the internet. As also stated in the i2010 communication³; proactive policies are needed to respond to the fundamental changes in technology and regulatory frameworks should adapt where needed so they are consistent with the emerging digital economy.

Fostering innovation and economic growth, while creating a safe, secure and connective environment are fundamentals of the European information society. The European Union actively shapes the internet environment through regulation, fostering self- and co-regulation and investing in innovation. Specific initiatives include Television without Frontiers Directive, the Electronic Communications Framework, the Recommendation for the Protection of Minors and Human Dignity, the Safer Internet Action Plan, the eCommerce Directive, the Copyright Directive, the Communication on Computer Crime, the Communication on Network and Information Security, the Transparency Directive

¹ http://europa.eu.int/eur-lex/lex/LexUriServ/site/en/com/2005/com2005_0097en01.pdf

² http://ec.europa.eu/growthandjobs/pdf/comm_spring_en.pdf

³ http://europa.eu.int/information_society/europe/i2010/docs/communications/com_229_i2010_310505_fv_en.pdf

the eContent and research programmes, participation in the WSIS and the film online initiative.

2. DESCRIPTION

2.1. Objective

Objective of the study is to support policy design and impact assessments by assessing the efficiency, effectiveness and sustainability of existing co- and self-regulatory regimes in the field of information society services and other digital content and applications. The study shall identify the conditions in which co- or self-regulation (initiated or mediated by the EC) could best enable innovation in Europe while upholding safety, security and fundamental rights.

2.2. Scope

The development of the internet has brought about new co- and self-regulatory regimes in a variety of different fields. The study should assess, first, in light of the literature on co- and self-regulation, how these regimes have fared with regard to improving competitiveness in Europe and driving the economy's overall innovative capacity. Second, building on these results, the study should examine whether, in what areas and how new co- or self-regulatory regimes could be more effective, efficient and sustainable.

The study should explore these questions with particular reference, but not limited to, internet infrastructure and governance, user safeguards and consumer protection, content regimes and intellectual property.

The study should be guided by the following, more specific, methodological tasks:

- Map current regimes of co- and self-regulatory regimes governing the above areas on a global, European and Member State level, and seminal examples from 3rd countries.
- Assess the effectiveness, efficiency and sustainability of these regimes. The study shall also include cases where these systems have been challenged or where they fail.
- Find patterns, common characteristics of co-and self-regulatory measures that work effectively, efficiently and in a sustainable way and of those that do not, and elaborate on determinants of this (assess contextual, cultural, institutional design and financing questions).
- Assess what regimes in the above cases could contribute to and spur innovation in a specifically European context.
- Identify areas where statutory regulation and established self-regulatory initiatives can be conflicting. Assess in which cases law undermines and in which cases it enhances non-legal forms of regulation.
- Assess if and in how current technological development (e.g.IPv6, automatic content analysis or RFID) could render statutory regulation less effective.

- Identify problems of market failure on the internet; map and select key conditions and issues for possible self-regulation.
- Outline how these hypothetical self-regulatory systems could be designed in order to be effective, efficient and sustainable. (Consider competition issues as well). Identify issues in which the EU could co-regulate in a way enhancing the effectiveness of the hypothetical proposed self-regulatory regimes.

2.3. Utility

The results of the study will constitute an important input to future impact assessments in the context of the i2010 policy framework and increase the internal capacities and gather evidence to assessing impacts, effectiveness, efficiency and sustainability of co- and self-regulation in the field of information society services in general.

The study will provide support to policy design in DG INFSO and will be made available to inter-service groups in order to support the design of their policies in the field of information society services and other online content and applications.

2.4. Requirements for the Organisational Structure and Execution of Tasks

In order to give solid theoretical foundations for the assessment of effectiveness efficiency and sustainability of co- and self-regulatory regimes on the internet the contractor shall review the scientific literature on these regulatory mechanisms and settle on definition issues. The literature review should take a maximum of the one tenth of the resources dedicated to the study.

With respect to existing mechanisms, the contractor shall establish a map of major co- and self-regulatory practices that exist on the internet globally and in Europe as well as selecting non-European examples for those areas where the above are absent.

The contractor shall then select the most pertinent examples with regard to European competitiveness and safeguard of consumers, and perform a detailed analysis of not less than 20 examples along the aspects of internet infrastructure and governance, user safeguards and consumer protection, content regimes and intellectual property.

For the above tasks the contractor is expected to build upon the studies and information sources available at DG INFSO⁴.

In the last phase the contractors shall identify where beyond the examples analysed co- or self-regulatory mechanisms can be effective, efficient and sustainable.

The contractors are asked to organise a workshop with relevant stakeholders and members of the academic community at the stage where the in depth analysis of the cases has largely been performed. The workshop shall take place in Brussels.

⁴<http://ec.europa.eu/comm/avpolicy/docs/library/studies/coregul-interim-report.pdf>
<http://www.selfregulation.info/>

and

2.5. Work-plan and timetable

The selected contractor will be requested to adhere to the time-schedule indicated in the table below:

Month (after signature of the contract)	1	2	3	4	5	6	7	8	9	10
Preliminary analysis and initial methodology. Preparation of the Inception Report.	+									
Steering Committee meeting		*								
1 st phase in preparation for the 1 st phase report: Map of regulatory, co-and self-regulatory initiatives, aspects and cases selected for in depth analysis	+	+	+							
Steering Committee meeting				*						
2 nd phase: analysis and 2 nd phase report. Detailed assessment of selected cases and gaps				+	+	+	+	+		
Steering Committee meeting								*		
Preparation of the workshop						+	+	+	+	
EU workshop								*		
Preparation of the final study report									+	+
Steering Committee meeting										*

The selected contractor will be expected to work under the guidance of a small steering committee of Commission officials. This committee will help set the initial orientations; will review progress in critical milestones, and will review the final report in the last month prior to its publication. The Steering Committee will be chaired by a member of the Evaluation and Monitoring Unit of the Information Society Directorate General.

3. DURATION, AND EFFORT REQUIRED

The deadline for the execution of the task shall be **10 months** following the signature of the contract by both parties. The contract shall enter into force on the date on which it is signed by the last contracting party.

4. DELIVERABLES

The selected contractor will deliver a number of reports at various key stages of the contract: an inception report, a 1st phase and 2nd phase report and a consolidated final study report. Each deliverable will be **provided both in paper and electronic version (in MS-Word and in .pdf formats)**, it must be drafted in English.

After reception of each report, **both in paper and electronic version (in MS-Word and in .pdf formats)**, the Commission will have 30 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 have been approved.

Where the Commission requests [modifications](#) or a new report because the one previously submitted has been rejected, this shall be submitted within 28 calendar days. The new report shall likewise be subject to the above provision.

4.1. Inception report

The inception report will describe in detail how the methodology proposed by the contractor is going to be implemented. This document provides an opportunity to make a final check of the feasibility of the methodology proposed and the extent to which it corresponds with the terms of reference, before the study gets fully underway. The 1st meeting of the Steering Committee on the inception report will examine the extent to which the contractor has understood the tasks, and offer the Commission the possibility to give final instructions based on the preparatory work during the first weeks or months, and correct any possible misunderstandings. [\[Delivery: End of month 1\]](#)

This deliverable will be reviewed by the Steering Committee in its first meeting scheduled beginning of [month 2](#).

4.2. Study reports

1st phase report [\[Delivery: End of month 3\]](#): This 1st phase report will provide information about existing regulatory mechanisms and preliminary findings on effectiveness. The report shall also outline the cases selected for in-depth analysis and methodology used for selection and should include the description of the methodology of how to identify potentials for co- or self-regulation.

The report also provides the basis for a dialogue between the contractors and the steering group about the adequacy of analyses, the factual accuracy of observations and the realism of goals.

This deliverable will be reviewed by the Steering Committee in its second meeting scheduled for beginning of [month 4](#).

2nd phase report [\[Delivery: End of month 7\]](#): This document will provide the conclusions of the contractor in respect to the tender specifications. These conclusions will be clearly based on evidence generated through the analysis. Judgements provided should be clear and explicit. The 2nd phase report may also contain some exploratory recommendations developed on the basis of the conclusions reached by the contractor.

This deliverable will be reviewed by the Steering Committee and discussed during the Workshop scheduled for [month 8](#).

4.3. Final Study Report

[\[Delivery: Beginning of month 10\]](#): It will take into account the results of the workshop and the discussions with the steering committee about the previous reports insofar as they do not interfere with the autonomy of the contractor in respect to the study's conclusions.

Since the report is the concrete and visible product of the whole study, it is important that it is well written and presented. The style and presentation contribute to the structure and clarity of the report. Its structure should reflect the different uses and expectations. However, a broad classification into following three parts is usually recommended:

- *Executive summary*: This part is destined primarily for the higher levels of the management and provides a short synthesis (usually, maximum of five pages) of the main conclusions of the analysis, the key points of evidence underpinning them and the resulting recommendations.
- *Main report*: It is aimed at those directly or indirectly involved in policy or implementation. It presents in full the results of analyses, conclusions and concrete recommendations for future exercises. It will also contain a description of the main issues examined and the context of the analysis as well as the methodology used and its main limitations.

It will include the objectives as specified in Section 2.1.

This deliverable will be reviewed by the Steering Committee in its last meeting scheduled for [month 10](#).

4.4. Management Report

At the end of the study the management report will detail all the work carried out, the resources employed, and the results obtained under the contract, during the project. The selected contractor will also present the conclusions of the contract. [[Delivery: month 10](#)]

This deliverable will be reviewed by the Steering Committee in its last meeting scheduled for [month 10](#).

4.5. Publication and Dissemination of the Final Study Report

Because of the large and heterogeneous group of potential users for the report, it is important that the study report has a clear structure and its text is understandable and clear, and that the findings, conclusions and recommendations of the study are closely linked to each other.

The contractor will also provide a PowerPoint presentation of key aspects and findings of the study, together with speaking notes.

Any results or rights, including copyrights and other intellectual property rights, obtained in performance of the contract, shall be owned by the Commission. The contractor will also be encouraged to publish the general results of their assessment in the open scientific literature. However, any use of the results of this study will require written permission by the Commission.

Part 2: Administrative details

1. ELIGIBILITY REQUIREMENTS

1.1. Address and deadline for submission of the tender:

You are invited to tender for this study and requested to submit your tender no later than **26/09/2006**, either by:

- a) registered post or by private courier services. In this case the post office stamp or the date on the slip issued by the courier service will constitute proof of compliance with the deadline given above. The offer must be sent to the following **postal address**:

European Commission
DG Information Society and Media
Directorate C - Lisbon Strategy and Policies for the Information Society
Unit C3 - Evaluation and Monitoring – BU31 00/52
for the attention of Mr Peter Johnston
B-1049 Brussels

- b) or hand delivery by 16:00 on **26/09/2006** at the latest to the following address:

European Commission
DG Information Society and Media
Directorate C - Lisbon Strategy and Policies for the Information Society
Unit C3 - Evaluation and Monitoring – BU31 00/52
for the attention of Mr Peter Johnston
rue de Genève, 1
B-1140 Brussels

In this case, in order to establish proof of the date of deposit, the depositor will receive, from an official in the above-mentioned service, a receipt which will be signed, dated and time stamped. Please note that in this case it is the date and time of reception at the Commission services that will count, not the actual date in which it was dispatched.

Late delivery will lead to the exclusion from the award procedure for this contract.

1.2. Presentation of the offer and Packaging

The offer (consisting of 1 unbound 'Original' and four copies) should be enclosed in **two envelopes**, both of which should be sealed. If self-adhesive envelopes are used, they should be further sealed with adhesive tape, upon which the depositor's signature must appear.

The **outer** envelope should bear, in addition to the address of the above-mentioned Archive Department, the following mention:

INVITATION TO TENDER “*Options for and effectiveness of self- regulation in the information society*”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE **06/10/2006**

The **inner** envelope should also bear the following mention:

INVITATION TO TENDER “*Options for and effectiveness of self- regulation in the information society*”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE **06/10/2006**
TENDER BY THE FIRM: [insert NAME OF THE TENDERER/COMPANY]

1.3. Identification of the tenderer

The tenderer must be clearly identified, and where the tender is submitted by an organisation, a company the following administrative information and documents must be provided (see **administrative identification form** attached as **Annex I**):

Full name of organisation/company, **copy of legal status**, registration number, address, person to contact, person authorised to sign on behalf of the organisation (**copy of the official mandate** must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a **bank identification form** must be filled in and signed by an authorised representative of each tenderer and his banker. A standard form is provided in **Annex II** and a specific form for each Member State is available at the following Internet address:

http://europa.eu.int/comm/budget/execution/ftiers_fr.htm.

Tenders must be submitted individually. If two or more service providers submit a joint bid, **one must be designated as the lead contractor and agent responsible**.

1.4. Tenders must be signed by the tenderer's authorised representative or representatives (preferably in blue ink).

1.5. A total fixed price expressed in euro must be included in the tender.

The contract prices shall be firm and not subject to revision.

Price offers cannot exceed the total maximum price of 250,000 euros.

1.6. Opening of the tenders

The opening of received tenders will take place on 06/10/2006 at 16.00 in the Commission building at Avenue de Beaulieu 31, B – 1160 Brussels. One authorised representative of each tenderer may attend the opening of the tenders. Tenderers who plan to attend the opening session have to inform Ms Reka Bernat by e-mail, fax or letter at the latest 24 hours in advance. (e-mail: info-c3@ec.europa.eu, fax: 32 2 296 6613)

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC relating to public service contracts and to Article 93 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) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed in paragraph 1 (see **Annex III: Exclusion criteria and non-conflict of interest** form). If the tender is proposed by a consortium this form must be submitted by each partner.

In addition, tenderers must submit evidences that they are not in one of the situation described in point (a), (b), (d), (e) above. If the tender is proposed by a consortium these evidences must be submitted by each partner.

The contracting authority shall accept as satisfactory evidence that the candidate or tenderer is not in one of the situations described in point (a), (b) or (e) above, production of a recent extract from the judicial record 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.

The contracting authority shall accept as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such certificate is issued in the country concerned, it may be replaced by a sworn declaration 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.

2.2. Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- (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 contract procedure or fail to supply this information.

The Commission requires a signed declaration upon submission of the tender (see **Annex III: Exclusion criteria and non-conflict of interest** form)- equally binding on any sub-contractors - that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interest in the context of this invitation to tender; and that he undertakes to inform the Commission, without delay, of any changes to this situation after the date of submission of the tender

2.3. Administrative and financial penalties

By returning the form in Annex III, duly signed, 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 2.1 and 2.2 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.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 2.1 and 2.2 above after they have been given the opportunity to present their observations.

These penalties may consist of:

- a) exclusion of the tenderer from contract and grant award procedures financed by the Community budget for a maximum of five years;
- b) in the payment of financial penalties by the contractor in the case referred to in f) and by the tenderer in the cases referred to in art 2.2 a) and b) above where they are really serious and without exceeding the value of the contract in question.

The penalties imposed shall be in proportion to the importance of the Contract and the seriousness of the misconduct. In detail, and in accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation (OJ L 357/1 of 31 December 2002), these penalties may be as follows:

- (a) Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers who have been guilty of making false declarations shall also receive financial penalties representing 2% to 10% of the total value of the contract being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 2% to 10% of the total value of the contract in question.

This rate may be increased between 4% and 20% in the event of a repeat offence within five years of the first infringement.

- (b) In the cases referred to in points a), c) and d) of 2.1, the tenderers shall be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in points b) and e) of 2.1 above, the tenderers shall be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment.

Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

- (c) The cases referred to in point e) of 2.1. above shall be the following:
- i. 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);
 - ii. 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);
 - iii. cases of participation 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);
 - iv. cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

3. SELECTION CRITERIA

The following criteria will be used to select the tenderers. If the tender is proposed as joint offer by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the below-mentioned criteria is required.

3.1. Professional Information

The tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment;

3.2. Financial and Economic capacity

Proof of financial and economic standing may be furnished by one or more of the following references:

- annual accounts, balance sheet or extracts there from where publication of the balance sheet is required under company law in the country of establishment;
- statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years;

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

3.3. Technical Background

The proof of the relevant technical background of the tenderer (including subcontractors if any) has to cover the following aspects:

- Relevant experience and credibility of proposed team: the tender should include curriculum vitae, brief but informative, for each member of the team, proving their experience in the field of the study.
- The team must comprise at least 3 senior experts each with at least 5 years experience in the field of digital content, information and communication technologies, information society services and consumer protection on the internet.
- At least one of the senior members of the team must demonstrate regulatory expertise in the field of digital content, information and communication technologies, information society services and consumer protection on the internet.
- The team overall (including any sub-contractors if any) must together represent a mix of regulatory, technical and economic expertise and all team members must have at least two years experience in tasks similar to those of the study.
- The CVs of the senior experts of the team must show experience that demonstrates management capability and their facility in accessing relevant information sources, studies and publications undertaken in the domain.

4. AWARD CRITERIA

4.1. Technical criteria

The following specific qualitative awarding criteria will be used to assess the technical content of the offer:

- | | | |
|----|--|--------------|
| 1) | <u>Understanding of the objectives and tasks required</u>
<i>i) Understanding of the context, including EU level innovation and information society policies and issues of technological, economic evolution, changing usage patterns on the internet, as well as current regulatory debates.</i>
<i>ii) Credibility, control, and understanding of the work to be carried out (see part 1, point 2 – “Objectives of the Study”).</i>
<i>(The above aspects are of the same relative value)</i> | 30
points |
| 2) | <u>Methodology</u>
<i>i) Clarity, credibility, quality and feasibility of the offer (i.e. project description, and functionality of the approach)</i>
<i>ii) Soundness and appropriateness of the proposed analysis tools and data gathering technique.</i>
<i>iii) Completeness of the methodology to cover the full scope of the study</i>
<i>(The above aspects are of the same relative value)</i> | 50
points |
| 3) | <u>Project management:</u>
<i>i) Work plan and organisation of the work;</i>
<i>ii) Soundness of resources and expertise allocation</i>
<i>(The above aspects are of the same relative value)</i> | 20
points |

Minimum attainment per criterion

Offers scoring less than 60% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

Since assessment of the tenders will focus on the quality of the proposed solution, tenders should elaborate on all points addressed by tender specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if the tender does not expressly cover certain essential points of these specifications, this weakness will also result in a very low score.

4.2. Price

Tenders must state a total fixed price in euro exclusively. Prices quoted should be exclusive of all taxes. The price must be broken down into the following categories:

- (a) Professional fees: must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) below. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total

number of days each member of staff will contribute to the work should be provided.

(b) Travel and Subsistence Costs : In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence costs shall be reimbursed in accordance with Article II.7, "Reimbursement", of the contract. **The amount specified in the tender shall be the maximum reimbursable amount.**

(c) Other Costs (if applicable) : break down by category

The European Commission, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, setting up a single Council and a single Commission for the European Community, is exempt from all duties, taxes and dues.

5. 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 best quality-price ratio (ratio between the total points awarded and the price), taking into account the price and the specific qualitative awarding criteria as set in section 4.

6. 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.

In drawing up the bid, the tender should take account of the provisions of the standard contract which include the "General terms and conditions applicable to contracts".

7. VALIDITY

Period of validity of the tender: six (6) months from the closing date given above.

8. 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.

9. LIQUIDATED DAMAGES

See article II.16 of the model contract

10. 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.

11. 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.

12. DISCLAIMER

The following phrase 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.

ANNEX I – ADMINISTRATIVE IDENTIFICATION FORM

“Options for and effectiveness of self-regulation in the information society”

<u>Identification of the tenderer</u> <i>(TO BE COMPLETED BY THE TENDERER)</i>	
<u>IDENTITY</u>	
Name of tenderer	.....
Legal form of tenderer	.....
Date of registration	.....
Country of registration	.....
Registration number	.....
VAT number	.....
<u>ADDRESS</u>	
Address of Registered Office of the tenderer	..........
When appropriate, administrative address of tenderer for the purposes of this invitation to tender	..........
<u>CONTACT PERSON</u>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager)	
Telephone number	
Fax number	
e-mail address	
Internet address	
Other	

<u>NAMES OF LEGAL REPRESENTATIVES</u>	
And of other representatives of the tenderer who are authorised to sign contracts with third parties	..........
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE OF THE ORGANISATION:</u>	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	.....
Position (e.g. Manager)	.....
Telephone number	.....
Fax number	.....
e-mail address	.....
Internet address	.....
Other	.....

Date of signature:

Signature:

ANNEX II – FINANCIAL IDENTIFICATION FORM

“Options for and effectiveness of self-regulation in the information society”

FINANCIAL IDENTIFICATION FORM SPECIMEN FOR THE TENDERER

(to be completed by the tenderer and his financial institution)

The tenderer’s attention is drawn to the fact that this document is a specimen, and a specific form for each Member State is available at the following address:

http://europa.eu.int/comm/budget/execution/ftiers_fr.htm.

SIGNALETIQUE FINANCIER

TITULAIRE DU COMPTE BANCAIRE	
NOM	<input type="text"/>
ADRESSE	<input type="text"/>
COMMUNE/VILLE	<input type="text"/>
PAYS	<input type="text"/>
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
E - MAIL	<input type="text"/>
CODE POSTAL	<input type="text"/>
NUMERO TVA	<input type="text"/>

BANQUE	
NOM DE LA BANQUE	<input type="text"/>
ADRESSE (ou L'AGENCE)	<input type="text"/>
COMMUNE/VILLE	<input type="text"/>
PAYS	<input type="text"/>
NUMERO DE COMPTE	<input type="text"/>
IBAN (optionnel)	<input type="text"/>
CODE POSTAL	<input type="text"/>

REMARQUES:

<p>CACHET de la BANQUE + SIGNATURE du REPRESENTANT DE LA BANQUE (un des deux obligatoires)</p>

<p>DATE + SIGNATURE DU TITULAIRE DU COMPTE (obligatoire)</p>

ANNEX III - EXCLUSION CRITERIA & NON CONFLICT OF INTEREST FORM

“Options for and effectiveness of self-regulation in the information society”

EXCLUSION CRITERIA and non conflict of interest FORM
(TO BE COMPLETED BY THE TENDERER)

The undersigned:

Name of the company/organisation:

Legal address:
.....

Registration number:

VAT Number:

Name of the signatory of this form (authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation):.....
.....
.....

Declares on his honour that the company or organisation that he 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 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 it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- 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) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by the Community budget.

In addition, the undersigned declares on his honour:

- g) that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the Commission without delay of any change in this situation which might occur after the date of submission of the tender;
- h) that the information provided to the Commission within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that he is aware of the administrative and financial penalties described under 2.3. part II of the specifications, which may be applied if one of the situations described in points a) to h) above arises.

.....

Full name

Date

Signature