

**TENDER SPECIFICATIONS**

**Monitoring of the CIP ICT-PSP performance:**  
**Impact Observatory**

**SMART 2008/0037**

# TABLE OF CONTENTS

<b>PART 1: TECHNICAL DESCRIPTION</b> .....	<b>1</b>
<b>1 CONTEXT</b> .....	<b>1</b>
1.1 THE I2010 INITIATIVE .....	1
1.2 THE COMPETITIVENESS AND INNOVATION FRAMEWORK PROGRAMME (CIP).....	2
1.3 <i>The specific programme: the ICT Policy Support Programme (ICT-PSP)</i> .....	3
1.4 SYNERGIES WITH OTHER EUROPEAN PROGRAMMES .....	3
1.5 THE RATIONALE AND AIMS FOR THE CIP-PSP EVALUATION .....	3
<b>2 DESCRIPTION OF WORK</b> .....	<b>4</b>
<b>3 DURATION</b> .....	<b>5</b>
<b>4 DELIVERABLES, MEETINGS AND TIMETABLE</b> .....	<b>5</b>
4.1 DELIVERABLES .....	5
4.2 MEETINGS.....	7
4.3 TIMETABLE.....	7
<b>5 TERMS OF APPROVAL OF REPORTS</b> .....	<b>8</b>
<b>PART 2: ADMINISTRATIVE DETAILS</b> .....	<b>9</b>
<b>1 ELIGIBILITY REQUIREMENTS</b> .....	<b>9</b>
<b>2 ADMINISTRATIVE REQUIREMENTS</b> .....	<b>9</b>
2.1 DIFFERENT WAYS TO SUBMIT A TENDER .....	9
2.2 JOINT TENDERS AND SUBCONTRACTING .....	9
2.2.1 <i>Joint tenders</i> .....	9
2.2.2 <i>Subcontracting</i> .....	10
2.3 IDENTIFICATION OF THE TENDERER – LIST OF FORMS & EVIDENCES REQUIRED.....	10
<b>3 SIGNATURE OF THE TENDER</b> .....	<b>11</b>
<b>4 LAYOUT OF THE TENDER</b> .....	<b>11</b>
4.1 ADMINISTRATIVE SECTION .....	11
4.2 TECHNICAL SECTION.....	11
4.3 FINANCIAL SECTION.....	11
<b>5 EVALUATION OF TENDERS</b> .....	<b>12</b>
5.1 EXCLUSION CRITERIA .....	12
5.2 SELECTION CRITERIA .....	16
5.2.1 <i>Professional information</i> .....	16
5.2.2 <i>Financial and economic capacity</i> .....	16
5.2.3 <i>Technical background</i> .....	16
5.3 AWARD CRITERIA .....	17
5.3.1 <i>Technical award criteria</i> .....	17
5.3.2 <i>Price</i> .....	18
<b>6 AWARD OF THE CONTRACT</b> .....	<b>18</b>
<b>7 PAYMENT AND STANDARD CONTRACT</b> .....	<b>18</b>
<b>8 VALIDITY OF THE TENDER</b> .....	<b>18</b>
<b>9 ADDITIONAL PROVISIONS</b> .....	<b>19</b>
<b>10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT</b> .....	<b>19</b>
<b>11 NO OBLIGATION TO AWARD THE CONTRACT</b> .....	<b>19</b>
<b>12 RESULTS</b> .....	<b>19</b>

**13 DISCLAIMER..... 19**

**PART 3: ANNEXES ..... 20**

**ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM ..... 20**

**ANNEX 2: LEGAL ENTITIES FORM ..... 21**

**ANNEX 3: BANK IDENTIFICATION FORM ..... 21**

**ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND  
ABSENCE OF CONFLICT OF INTEREST..... 22**

**ANNEX 5: POWER OF ATTORNEY ..... 24**

**ANNEX 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS ..... 25**

## **1 CONTEXT**

Information and Communication Technology has entered a new phase of mass deployment which may fundamentally change the way in which we live, work and interact. Investing in *innovation* is key to unlocking Europe's competitiveness and thereby attaining the Lisbon goals of transforming the European Union into a competitive and knowledge based economy, capable of sustainable economic growth. The Competitiveness and Innovation Framework Programme (CIP) and its specific programmes – among which the *ICT Policy Support Programme (ICT-PSP)* - are key instruments of the EU competitiveness and innovation policy adopted on 24 October 2006 by decision of the European Parliament and of the Council as well as of the i2010 framework.

The *ICT-PSP* thus *does not exist in isolation*. It is a core part of the CIP (and indeed its evaluation and monitoring will contribute to the evaluation and monitoring of the CIP as a whole); it is also a part of the i2010 initiative and will contribute materially to the attainment of the objectives of that initiative, within which it particularly complements ICT-RTD in the 7<sup>th</sup> Framework Programme. Additionally it parallels and in due course embraces actions in the field of eContent+ (measures to make digital content more accessible, usable and exploitable) and also complements national and regional programmes including actions supported by EU regional and structural funds.

The Commission shall regularly monitor and evaluate the CIP and its specific programmes. A Multi-annual plan for *Evaluation and Monitoring* has been developed for the ICT-PSP. This plan draws on the recommendations in a supportive study by a supportive study funded by the European Commission<sup>1</sup>. An Interim Evaluation of the ICT-PSP is foreseen in May 2009.

### **1.1 The i2010 initiative<sup>2</sup>**

The EU strategic framework, i2010 – a European Information Society for Growth and Employment- promotes an open, innovative and competitive digital economy and emphasises ICT as a driver of inclusion and quality of life. As a key element of the renewed Lisbon partnership for growth and jobs, i2010 builds an integrated approach to the information society and audio-visual media policies in the EU.

i2010 proposes three priorities for Europe's information society and media policies:

- i) The completion of a Single European Information Space which promotes an open and competitive internal market for information society and media;
- ii) Strengthening Innovation and Investment in ICT research to promote growth and more and better jobs;
- iii) Achieving an Inclusive European Information Society that is consistent with sustainable development and that prioritises better public services and quality of life.

---

<sup>1</sup> Web reference: [http://ec.europa.eu/dgs/information\\_society/evaluation/studies/s2006\\_cip\\_psp](http://ec.europa.eu/dgs/information_society/evaluation/studies/s2006_cip_psp)

<sup>2</sup> Web reference: [http://ec.europa.eu/information\\_society/eeurope/i2010/index\\_en.htm](http://ec.europa.eu/information_society/eeurope/i2010/index_en.htm)

To achieve these priorities, a set of actions have been launched. They include: regulatory actions, policy coordination actions, and financial instruments at Community level. The ICT PSP in the CIP is one of the main financial instruments of i2010, aiming to stimulate the wider uptake of ICT by citizens, businesses and governments while intensifying the public investment in ICT.

The ICT-PSP, together with the ICT in FP7 (research & development) are the main financial instruments of i2010, they are two different but complementary Community financial instruments. The two mechanisms complement each other but not in a linear way. ICT-PSP supports policy aiming at the best use of ICTs by citizens and businesses. It funds Pilot Actions and Thematic Networks. These pilot actions are not research demonstrations needed to validate a new concept or technology. They are not a technology transfer programme dovetailing the FP. The technologies used in the CIP could be the result of previous Framework Programmes but this is not a necessary condition.

The ex-post evaluation of IST-RTD in 2008 and the interim evaluation of ICT-RTD under FP7 in 2008-9 will also have relevance for the intermediate evaluations of ICT-PSP. Further, the study "Effectiveness of IST-RTD Impacts on the EU Innovation System"<sup>3</sup>, has assessed the effectiveness of network collaboration and knowledge transfers between ICT-RTD, and deployment of Information Society innovations at regional levels.

## **1.2 The Competitiveness and Innovation Framework Programme (CIP)<sup>4</sup>**

The CIP was adopted on 24 October 2006 by Decision No. 1639/2006/EC of the European Parliament and of the Council (the "Programme Decision")<sup>5</sup>. The CIP will bring together specific Community measures in the field of entrepreneurship, SMEs, industrial competitiveness, innovation, information and communication technology (ICT), environmental technologies and intelligent energy. These measures have until now been regulated by separate Council Decisions. The single framework decision establishes: a set of common objectives; the total budgetary envelope for pursuing those objectives; different types of implementing measures; and the arrangements for monitoring and evaluation and for the protection of the Communities' financial interests.

The common objectives of the CIP will be pursued by three specific programmes entitled: "Entrepreneurship and Innovation;" "ICT Policy Support" and "Intelligent Energy – Europe". The subject of this call is the ICT Policy Support Programme (ICT-PSP) which will support actions to develop the single European information space and to strengthen the internal market for information services; to stimulate innovation through a wider adoption of and investment in ICT; and to promote an inclusive information society.

---

<sup>3</sup> Web reference: [http://ec.europa.eu/dgs/information\\_society/evaluation/studies/s2006\\_03/index\\_en.htm](http://ec.europa.eu/dgs/information_society/evaluation/studies/s2006_03/index_en.htm)

<sup>4</sup> Web reference: [http://ec.europa.eu/cip/index\\_en.htm](http://ec.europa.eu/cip/index_en.htm)

<sup>5</sup> OJ L 310, 9.11.2006, p.15

### **1.3 The specific programme: the ICT Policy Support Programme (ICT-PSP)<sup>6</sup>**

The ICT Policy Support Programme has a budget of 728 M€ for the period 2007-2013. It will support the wider uptake of ICT in Europe including particularly the priorities expressed within the i2010 initiative. It will drive and stimulate innovation through ICT use and ensure that ICT progress is transformed into benefits for all European citizens, business, industry and governments. The deployment and best use of innovative ICT based solutions will be stimulated in particular for services in areas of public interest. In doing so, the programme will also feed in stimulating the development of lead markets for innovative ICT services<sup>7</sup>.

The 2007 Work Programme for ICT-PSP focused on three main thematic areas of interest: "Efficient and interoperable eGovernment services", "ICT for accessibility, ageing and social integration" and "ICT for sustainable and interoperable health services". The 2008 Work Programme focuses on two themes: "ICT for user friendly administration and public services" and "ICT for Energy Efficiency and Sustainability in urban areas".

An evolutionary change will occur in 2009 when the activities of the newly established multi-annual eContent+ programme, intended to make digital content in Europe more accessible, usable and exploitable, are absorbed into the ICT Policy Support Programme (PSP).

### **1.4 Synergies with other European Programmes**

As shown above, the objectives of i2010, of the CIP as a whole and of the ICT-PSP within it have many elements in common. They enjoy wide support throughout Europe, and the ICT-PSP will build on and strengthen the activities aiming at the best use and wider uptake of ICT at national and regional level. Some of the instruments used in EU structural funding, and particularly by the European Regional development Fund<sup>8</sup> (ERDF) are similar to the instruments used in the CIP (both ERDF and CIP fund networks for cooperation and the exchange of experience and ideas).

### **1.5 The rationale and aims for the CIP-PSP Evaluation**

The legal base<sup>9</sup> for the CIP stipulates that the Commission shall regularly monitor the implementation of the Framework Programme and its specific programmes, the EIP, the ICT-PSP and the IEEP. The planned evaluation and monitoring activities for the ICT-PSP are set in the "Multi-Annual Plan for Evaluation and Monitoring of the ICT-PSP"<sup>10</sup>.

---

<sup>6</sup> Web reference: [http://ec.europa.eu/ict\\_psp](http://ec.europa.eu/ict_psp)

<sup>7</sup> The need for which was highlighted in the Aho report, "Creating an innovative Europe" January 2006 ([http://ec.europa.eu/invest-in-research/action/2006\\_ahogroup\\_en.htm](http://ec.europa.eu/invest-in-research/action/2006_ahogroup_en.htm)).

<sup>8</sup> Web reference: [http://ec.europa.eu/regional\\_policy/funds/prord/prord\\_en.htm](http://ec.europa.eu/regional_policy/funds/prord/prord_en.htm)

<sup>9</sup> Web reference: [http://ec.europa.eu/cip/ciplegalbase\\_en.htm](http://ec.europa.eu/cip/ciplegalbase_en.htm)

<sup>10</sup> Web Reference: [http://ec.europa.eu/information\\_society/activities/ict\\_psp/documents/CIPICTPSPMulti-annualPlanEvaluationandMonitoringtheICT-PSP.pdf](http://ec.europa.eu/information_society/activities/ict_psp/documents/CIPICTPSPMulti-annualPlanEvaluationandMonitoringtheICT-PSP.pdf)

The most appropriate level at which to evaluate the performance of the funded projects is at objective level (the so-called subtheme or portfolio level), in particular to evaluate the capacity of mobilising stakeholders beyond the projects themselves.

## **2 DESCRIPTION OF WORK**

### **2.1 Objective, scope and utility**

#### **Objective**

The objective of this assignment is to assess the impact of the CIP ICT-PSP actions over time, in terms of:

- the structuring effect of the programme in bringing key stakeholders together and creating coherence within the EU and between Member States in the preparation and implementation of pilots and in thematic networks;
- the level of achievement of the objectives of the initiatives funded;
- the take up and wider deployment of systems and services from the pilots;
- the benefits to stakeholders, notably SMEs from wider take up of systems and services.

#### **Scope**

The scope of the work will cover all the initiatives funded within the CIP ICT-PSP. This includes all the information available on activities under the different calls launched under CIP – PSP programme.

#### **Utility**

The outcome of this assignment will be used to:

- Inform the final evaluation of the CIP ICT-PSP, due to be held in 2011.
- provide evidence for the Impact Assessment of the follow-up programme in 2011.

### **2.2 Tasks**

The bid should propose a sound methodology describing how the tenderer would fully assess the structuring effect, the achievement of the objectives of the pilots, the take up of systems and services as well as derived benefits. Such methodology may include survey, interviews, different analysis and other tools that the tenderer finds relevant, always ensuring a good coverage of the actions while trying to limit the administrative burden on project participants. In particular, the project team should use the information available within the annual project reviews, which will be made available to the contractor.

The contractor should analyse impacts to highlight critical success factors and look at the impacts on adoption and investment on ICT. In order to do so, the contractor will gather all available information about different kinds of impacts, for instance:

- Innovation impacts (innovation and technological breakthroughs, world leadership, contribution to security, trust, convergence, interoperability and open standards; standards agreements, industrial and technological leadership, lasting integration, knowledge transfer, infrastructure development...);
- Structuring effects, which start at the identification of activities and elaboration of proposals, linking private and public organisations and authorities even for those proposals that are not even retained.
- Policy and regulation impacts (standards formulation, policy development...);

- Observed trends cutting the administrative burden on SMEs or providing better public services
- Identification of main categories of market stakeholders, the role of the CIP programme and assessment of market implications, such as market take up, or changes on market failures?

The contractor should also provide evidence for future ex-post evaluations, on issues such as:

- Efficiency and effectiveness – are the activities cost-effective and the best way of achieving the measured impacts?
- Relevance – seem the impacts relevant to the policy goals?
- Sustainability – will the impacts be of lasting value?
- Additionality – what is the added value of EU funding for the participants?

The selected contractor will be expected to work under the guidance of a small steering committee of Commission officials. This committee will help to set the initial orientations and will review progress and ensure liaison with relevant developments and information within the European Commission.

Additionally, the contractor will collaborate with up to three initiatives contracted by DG INFSO to support the CIP-PSP evaluations, such as studies, workshops or panels. Through such collaboration the contractor will share information on the work subject of this call, and will be able to receive and integrate information from other initiatives. The concrete initiatives will be identified within the inception meeting.

### **3 DURATION**

Duration of the tasks must not exceed 12 months and is subject to the provisions of Art. I.2 of the service contract. The contract may be renewed twice under the same terms and conditions, according to the provisions of article I.2.4 of the model contract attached to the Invitation to Tender.

In the case of a contract renewal the objective of the assignment will be to assess the impact of the CIP ICT-PSP actions over time, building in the previous work and including the new annual work programmes and call for proposals that will have been adopted.

At the inception meeting of the extension, the three initiatives to liaise with will be identified.

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

#### **4.1 Deliverables**

The following table contains the list of reports to be provided by the contractor for this assignment and the expected date of submission.

<b>Report</b>	<b>To be submitted not later than</b>
---------------	---------------------------------------

1. Inception Report	1 month after the start of the assignment
2. First Phase Study Report	4 months after the start of the assignment
3. Draft Final Study Report	10 months after the start of the assignment
4. Final Study Report	12 months after the start of the assignment

The Inception Report will describe in detail how the methodology proposed in the tender is going to be implemented in the light of an examination of the quality and appropriateness of methodological approach, in particular how the methodology will address each study requirement. 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 information needs outlined in the terms of reference, before the study gets fully underway. A draft version of this report will be reviewed by the Steering Committee in its first meeting, before the end of month 1, and finalised following the meeting.

The First Phase Study Report provides information about preliminary findings and hypothesis formulated on the evidence base. This report provides the contract manager and the steering group with the opportunity to check whether the contract is on schedule and whether the contract has actually focused on specified information needs. It 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 assertions and interpretations. A draft version of this deliverable will be reviewed by the Steering Committee in its second meeting scheduled for month 4, and finalised following the meeting.

The Draft Final Study Report 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 Second Phase Report must 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 in its final meeting scheduled for month 11.

The Final Study Report will take into account the results of quality assessment and 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 this 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 two 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 formulation or implementation of ICT research and innovation activities at the European and Member State and regional levels and external knowledgeable stakeholders. The main report should not exceed 50 pages.

- *Annexes:* all evidence collected and all analysis supporting the information contained in the main report should be included in annexes.

All reports must be submitted in English language in electronic format in word and PDF formats.

The Commission services will decide the possible dissemination of the findings and conclusions and any other information produced under this assignment.

## 4.2 Meetings

Three meetings are foreseen with a steering committee of Commission officials: inception meeting, interim and final meeting to discuss the deliverables. Additionally, the contractor will attend three meetings to discuss the work with other initiatives related to the CIP ICT-PSP evaluation ("liaison meetings"). All the meetings will take place in Brussels. The Contractor will write the minutes of these meetings for final approval by the Commission. The costs for attending all meetings (travel and accommodation) must be included in the final quote. The contractor should also be available for regular phone and email communication.

### Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within 4 weeks after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

### Interim meeting

An interim meeting during which the contractor will present the interim findings included in the 'First Phase Study Report' will be held within 4 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the interim study report on the basis of the outcome of the interim meeting.

### Final meeting

A final meeting during which the contractor will present the final findings included in the 'Draft Final Study Report' and proposed conclusions will be held within 11 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the 'Final Study Report' on the basis of the outcome of the final meeting.

## 4.3 Timetable

<b>Deliverable or Meeting ↓</b>	<b>Month →</b>	1	2	3	4	5	6	7	8	9	10	11	12
Inception meeting		x											
Inception report		x											
First Phase Study Report					x								
Interim meeting					x								
Draft Final Study Report											x		
Final meeting												x	



## **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**

**Please pay attention to options 1 to 4 below, which describe the different ways of submitting a tender, and make sure that all the documents and evidences required with respect to YOUR tender are submitted.**

**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>11</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>12</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>13</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)

---

<sup>11</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>12</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>13</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)

- 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)
- 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** (if the sub-contractor is an **individual external expert** not part of the tenderer's staff, he will have to provide only the letter of intent in Annex 6)

- 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 6: Letter of intent from each subcontractor (signed by an authorised representative) or external expert to confirm their willingness and availability to perform the tasks.

### **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. 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 for which invoices can be produced, e.g. translation expenses, printing expenses, website development, etc.)

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

1. The total price quoted cannot exceed 150.000 euros. Tenders with a higher total price will be rejected.
--

2. 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) these selection criteria must be fulfilled by each partner.

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 3 financial years  Statement of overall turnover and turnover from contracts in the field of impact analysis 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 impact analysis
Documentary	List of contracts in the field of impact analysis performed in the past three years,

evidence:	or currently being performed, with their respective values
-----------	--

Criterion:	Experience, technical knowledge and credibility of proposed team
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the field of impact analysis of at least 3 years

Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 150.000 euros each performed by the tenderer(s) (and subcontractor(s), if any) in the last 5 years.  In case of joint bids each partner has to provide such a list.

### 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:

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
<p><b>1. Understanding of the objectives and tasks required</b></p> <ul style="list-style-type: none"> <li>• <i>Understanding of the context, including overall EU innovation policies, and the specific objectives of the CIP ICT-PSP;</i></li> <li>• <i>Understanding of the work to be carried out;;</i></li> <li>• <i>Value added in respect of information included in the Tender Specifications.</i></li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>	<b>30</b>	<b>15</b>
<p><b>2. Technical quality of the tender</b></p> <ul style="list-style-type: none"> <li>• <i>Clarity, credibility, quality and feasibility of the tender (i.e. tasks description, and functionality of the approach);</i></li> <li>• <i>Completeness and full coverage of the scope of the tasks;</i></li> <li>• <i>Methodology to collect and analyse data/ Soundness and appropriateness of the proposed analysis tools and data gathering techniques.;</i></li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>	<b>50</b>	<b>25</b>
<b>3. Management</b>	<b>20</b>	<b>10</b>

<ul style="list-style-type: none"> <li>• <i>Work plan and organisation of the work;</i></li> <li>• <i>Sound and realistic allocation of financial and human resources, including allocation of expertise</i></li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>		
<b>TOTAL</b>	<b>100</b>	
<b>Minimum overall threshold</b>		<b>60</b>

Tenders scoring less than 50% of the maximum score for any technical award 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 shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed in section 5.3. The qualitative score obtained for the technical award criteria will be divided by the total 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 above.

## 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.

## 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>14</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>14</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 2 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 2 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>15</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

---

<sup>15</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 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS**

**[Monitoring of the CIP ICT-PSP performance: Impact Observatory – SMART 2008/0037]**

The undersigned: .....

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

Address: .....

**Option 1: Company/Organisation**

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.

**Option 2: External individual expert**

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.

Place and date:

Name (in capital letters) and signature: