

TENDER SPECIFICATIONS

Study on Analysis of the needs for cross-border services and assessment of the organisational, legal, technical and semantic barriers

SMART 2011/0074

TABLE OF CONTENTS

PART 1: TECHNICAL DESCRIPTION.....	1
1 CONTEXT	1
2 OBJECTIVES.....	3
3 DURATION	6
4 DELIVERABLES, MEETINGS AND TIMETABLE.....	6
4.1 DELIVERABLES	6
4.2 MEETINGS AND WORKSHOPS.....	7
4.3 TIMETABLE.....	8
5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES.....	9
5.1 STUDY REPORTS.....	9
5.2 TECHNICAL REPORT	9
5.3 OTHER DELIVERABLES	9
6 LAYOUT/CONTENT OF THE WORK PLAN	9
PART 2: ADMINISTRATIVE DETAILS	11
1 ELIGIBILITY REQUIREMENTS.....	11
2 ADMINISTRATIVE REQUIREMENTS.....	11
2.1 DIFFERENT WAYS TO SUBMIT A TENDER	11
2.2 JOINT TENDERS AND SUBCONTRACTING.....	12
2.2.1 <i>Joint tenders</i>	12
2.2.2 <i>Subcontracting</i>	12
2.3 IDENTIFICATION OF THE TENDERER – LIST OF FORMS & EVIDENCES REQUIRED.....	12
3 SIGNATURE OF THE TENDER.....	14
4 LAYOUT OF THE TENDER	14
4.1 ADMINISTRATIVE SECTION	14
4.2 TECHNICAL SECTION.....	14
4.3 FINANCIAL SECTION.....	14
5 EVALUATION OF TENDERS.....	15
5.1 EXCLUSION CRITERIA	16
5.2 SELECTION CRITERIA	19
5.2.1 <i>Professional information</i>	20
5.2.2 <i>Financial and economic capacity</i>	20
5.2.3 <i>Technical background</i>	20
5.3 AWARD CRITERIA	21
5.3.1 <i>Technical award criteria</i>	21
5.3.2 <i>Price</i>	22
6 AWARD OF THE CONTRACT	22
7 PAYMENT AND STANDARD CONTRACT	22
8 VALIDITY OF THE TENDER.....	23
9 ADDITIONAL PROVISIONS	23
10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT.....	23
11 NO OBLIGATION TO AWARD THE CONTRACT.....	23
12 RESULTS.....	23

13	DISCLAIMER	23
	PART 3: ANNEXES	24
	ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM	24
	ANNEX 2: LEGAL ENTITIES FORM	25
	ANNEX 3: BANK IDENTIFICATION FORM	25
	ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST	26
	ANNEX 5: POWER OF ATTORNEY	28
	ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS	29
	ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS	30
	ANNEX 7: CHECKLIST OF DOCUMENTS TO BE SUBMITTED	31

1 CONTEXT

As stipulated in the eGovernment Action Plan 2011-2015¹, most public online services do not work across borders or involve cumbersome procedures to be accessible. People from one EU country cannot easily apply for public services in another country than the one in which they are established, using for instance national electronic identity cards. This seriously reduces the mobility of businesses and citizens. To support the Internal Market, governments should develop 'seamless' services for entrepreneurs to set up and run a business anywhere in Europe and allowing individuals to study, work, reside, receive health care and retire anywhere in the European Union. In view of this, the Action Plan provides for actions supporting seamless services for businesses, personal mobility and the EU-wide implementation of cross-border services.

The Action Plan builds upon the eGovernment Ministerial Declaration of November 2009² that already underlines the importance of enabling and creating seamless cross-border eGovernment services for businesses and citizens. It also foresees to develop cross-border eGovernment services based on specific needs and to initiate joint projects of cross-border public services.

In this way, the Action Plan contributes to the implementation of the Digital Agenda for Europe³ actions, particularly through the support of seamless cross-border eGovernment services in the Single Market (action #84) and through establishing an agreed common list of key cross-border public services across Member States that correspond to well defined needs and that would be available online by 2015 (action #91)⁴. Information about the existing and future needs and demand as well as cost-benefit of cross-border public services will contribute to the rationale for Member States to engage in full deployment of current cross-border services throughout the EU and start new ones. This study will help assess their readiness by analysing the organisational, legal, technical and semantic barriers that could hinder their definitive deployment. Findings and results of this study will also support the discussions with Member States on the common list of key cross-border public services.

The implementation of the first European eGovernment Action Plan⁵ has already resulted in a number of Large Scale Pilot projects⁶ which are developing concrete solutions for rolling out high impact cross-border eGovernment services⁷. The eGovernment Ministerial Declaration of November 2009, the Digital Agenda for Europe and the eGovernment Action Plan 2011-2015 further emphasise the importance to develop and deploy cross-border public services based on well defined needs.

¹ COM(2010) 743,
http://ec.europa.eu/information_society/activities/egovernment/action_plan_2011_2015/docs/action_plan_en_act_pa_rtl_v2.pdf

² <http://www.egov2009.se/wp-content/uploads/Ministerial-Declaration-on-eGovernment.pdf>

³ COM(2010) 245 final/2, <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2010:0245:FIN:EN:PDF>

⁴ http://ec.europa.eu/information_society/digital-agenda/index_en.htm

⁵ COM 2006/173,
http://ec.europa.eu/information_society/activities/egovernment/docs/action_plan/comm_pdf_com_2006_0173_f_en_acte.pdf

⁶ PEPPOL - Pan European Public Procurement OnLine (www.peppol.eu), STORK - Secure idenTity acrOss boRders linked (www.eid-stork.eu), SPOCS - Simple Procedures Online for Cross-border Services (www.eu-spocs.eu) and a new one eCODEX – e-Justice Communication via Online Data Exchange (<http://www.e-codex.eu>)

⁷ CIP ICT PSP:

http://ec.europa.eu/information_society/activities/egovernment/implementation/ict_psp/index_en.htm

The tenderer should be familiar with the aforementioned key policy initiatives as well as relevant documents or legislative acts that relate to or rely on eGovernment services, such as for example the Services Directive⁸, the eJustice Action Plan⁹ the eSignatures Directive¹⁰, the Action Plan on eSignatures and eIdentification to facilitate the provision of cross-border public services in the Single Market¹¹, the Action Plan for the implementation of the legal framework for electronic procurement¹², legislation in the area of procurement¹³, the INSPIRE Directive¹⁴, the Directive on the application of patients' rights for cross-border health care¹⁵, community policies for customs, taxation and excise duties, etc.

In addition, a number of past studies may also serve as useful background information:

- Study on Stakeholder Requirements for European eGovernment Services (January 2005): <http://ec.europa.eu/idabc/en/document/3880/5927.html>
- Breaking barriers to eGovernment (December 2007): http://www.egovbarriers.org/?view=project_outputs
- Value for citizens – A vision of public governance for 2020 (December 2008): http://ec.europa.eu/information_society/activities/egovment/studies/docs/final_report_web.pdf
- Innovative and adaptive pan-European services for citizens in 2010 and beyond¹⁶ (February 2009): <http://www.euregov.eu/deliverables.html>
- Visions and priorities for eGovernment in Europe - Orientations for a post 2010 eGovernment Action Plan (March 2009): http://ec.europa.eu/information_society/activities/egovment/docs/2015_background_doc-210-pvt.pdf
- Smarter, Faster, Better eGovernment - 8th Benchmark Measurement (November 2009): http://ec.europa.eu/information_society/eeurope/i2010/docs/benchmarking/egov_benchmark_2009.pdf
- Supply of services for the further development, reinforcement and promotion of Benchlearning (December 2009): http://ec.europa.eu/information_society/activities/egovment/studies/completed_studies/docs/smart_2006_0099.pdf
- Study on eGovernment Scenarios for 2020 and the preparation of the 2015 Action Plan (June 2010): http://ec.europa.eu/information_society/activities/egovment/studies/completed_studies/docs/smart_2009_0069/final_report.pdf

⁸ 2006/123/EC, OJ L 376 of 27.12.2006

<http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:376:0036:0068:en:PDF>

⁹ 2009/C 75/01, <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2009:075:0001:0012:EN:PDF>

¹⁰ Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community framework for electronic signatures, OJ L 013 , 19/01/2000 P. 0012 – 0020, <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31999L0093:EN:HTML>

¹¹ COM(2008) 798 final: Communication from the Commission to the Council and European Parliament, Action Plan on e-signatures and e-identification to facilitate the provision of crossborder public services in the Single Market, <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2008:0798:FIN:EN:PDF>

¹² OJ L 134/1, 30.04.2004, <http://www.dkom.si/util/bin.php?id=2004121408020465> and <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:134:0001:0113:EN:PDF>

¹³ http://ec.europa.eu/internal_market/publicprocurement/legislation_en.htm

¹⁴ 2007/2/EC33, OJ L 108/1 of 25.04.2007,

<http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:108:0001:0014:FR:PDF>

¹⁵ Directive of the European Parliament and of the Council on the application of patients' rights in cross-border healthcare, <http://register.consilium.europa.eu/pdf/en/11/pe00/pe00006.en11.pdf>

¹⁶ Several deliverables, including EUREGov Final Report

- Digitizing Public Services in Europe: Putting ambition into action, 9th Benchmark Measurement (December 2010): http://ec.europa.eu/information_society/newsroom/cf/itemlongdetail.cfm?item_id=6537
- European countries on their journey towards national eHealth infrastructures (January 2011): <http://www.ehealth-strategies.eu/>
- Publicly available relevant deliverables of the ICT Policy Support Programme Large Scale Pilots funded through the Competitiveness and Innovation Framework Programme (CIP ICT PSP)
- Other relevant ongoing studies, where results will be available during the course of 2011, such as for example "The functioning and usability of the Points of Single Contact under the Services Directive – State of play and way forward", Access to Base Registers, Catalogue of Services , etc.

Some of these studies addressed certain public services for citizens and businesses and in some cases analysed specific aspects of the needs, efforts, feasibility and other indicators for these services. However, the current study envisages going beyond these objectives - as detailed in the next section - since the current context is different with the Large Scale Pilots now being in place and soon coming to an end.

2 OBJECTIVES

On the basis of already existing cross-border eGovernment pilot services and other EU initiatives (WP1), this study will explore and substantiate the existing and future needs (including socio-economic, environmental, legal and even sector specific needs) and demand for cross-border eGovernment services (WP2). It will carry out an in-depth quantitative and qualitative cost-benefit analysis to demonstrate how cross-border eGovernment services can make mobility in the EU less burdensome, provide added value to citizens and businesses and why deployment of new cross-border public services is needed (WP3). The study will identify and assess the organisational, legal, technical and semantic barriers that hinder the deployment of cross-border eGovernment services in the EU and consider their solutions (WP4). As a conclusion, the study will identify and propose options for the development of cross-border public services with the highest potential impact (WP5).

WP1: Preparatory work, information gathering and project management

Based on the proposal, during the first month of the contract a detailed work plan will be prepared with concrete methodological outline in order to allow the production of a monthly Management Brief (MB) describing work in progress (D1.2.1 - D1.2.10 Management Briefs).

As a starting point, the study should take stock of already existing cross-border public services and other relevant initiatives at European, national and regional level with a cross-border dimension. The input for this should include but not be limited to ongoing projects funded by the CIP ICT PSP¹⁷, relevant initiatives of Member States and Commission Services (including those based on legal obligations such as directives or regulations) as well as relevant studies and other experiences¹⁸. This analysis should comprise both an inventory and a logical categorisation, supporting the rest of the study requirements (see Deliverable D1.3 Inventory of cross-border eGovernment services).

¹⁷ In particular, the Large Scale Pilots (PEPPOL, STORK, epSOS, SPOCS and eCODEX)

¹⁸ Experience may also stem from past eTEN projects (<http://ec.europa.eu/eten>), the ePractice database (www.epractice.eu) as well as other EC services (e.g. electronic procedures through Points of Single Contact (PSC) for access or exercise of a service activity, interconnection of business registers, EESSI for interconnection of social security information, etc.). In addition, studies such as the earlier mentioned benchmarking or that on the preparation for the 2015 eGovernment Action Plan and the study on PSCs may be relevant.

This analysis will support the discussion with Member States on those cross-border public services that have the potential to be further deployed in 27 Member States.

WP2: Analysis of the needs and demand

Based on the inventory and relying on the experience of the existing Large Scale Pilots, the study will explore and substantiate the existing and future needs for cross-border eGovernment services, including economic needs (such as for example related to the functioning of the Single Market, competition, competitiveness, etc.), social needs (such as for example related to employment and labour markets, access to social protection across borders, right of access to personal data, etc.), environmental needs (such as for example related to transport and energy use, etc.), legal needs and even sector specific needs.

Nevertheless, the core of the study is to identify the existing and future demand for cross-border eGovernment services. The analysis will consider manifest and latent demand of end users and take into account that demand for a service may be low, but its provision may significantly contribute to cut costs for governments, it may contribute to more social cohesion or it may generate demand itself (see Deliverable D2 Analysis of existing and future needs and demand for cross-border eGovernment services).

The inventory (WP1) and the identification of needs and demand (WP2) will result in a number of key existing and potential new cross-border eGovernment services, which will be discussed with the Commission and the Member States and if necessary, will be shortlisted for the further purposes of this study. Results of this analysis will contribute to the information Member States would need to engage in full deployment of cross-border services throughout the EU and start new ones.

WP3: Cost-benefit analysis

The cross-border eGovernment services identified above will be subject to an in-depth quantitative and qualitative cost-benefit analysis by the study to demonstrate the efforts needed by public administrations in the Member States to implement the services cross-border and the time and cost savings as well as other potential user benefits by the introduction of such services. The study will also show how cross-border eGovernment services can make mobility in the EU less burdensome, the added value they can bring and why deployment and specificity of new cross-border public services is needed. Therefore, also relying on the experience of the existing Large Scale Pilots, a balanced analysis will be performed of the advantages to be expected for users and public administrations from existing and new cross-border eGovernment services, as well as any expected trade-offs. On the "cost" side, the study will identify, inter alia, the investment, operational and administrative costs, efforts and time needed for developing, implementing and running cross-border public services. On the "benefit" side it will assess, inter alia, any efficiency gains, improved service quality and availability, administrative burden reduction, future financial gains, benefits gained from the potential re-use of existing infrastructures and any other societal and/or user benefits to be expected from the provision of cross-border public services (see Deliverable D3 Quantitative and qualitative cost-benefit analysis of cross-border eGovernment services).

WP4: Analysis of barriers

The study will identify and assess the organisational, legal, technical and semantic barriers that hinder the deployment of the earlier identified existing and potential new cross-border eGovernment services in the EU. It will analyse their respective impact for the deployment of cross-border eGovernment services subject to this study. In doing so, the study should take into account the outcome of work on interoperability aspects already undertaken in the framework of

IDABC/ISA¹⁹, EIF/EIS²⁰, SEMIC²¹ as well as other relevant initiatives and studies and should rely on the experience of the existing Large Scale Pilots. The study will finally provide a set of relevant measures and recommendations to overcome the identified barriers. Such measures could entail, but should not be limited to, additional piloting, best practice examples, possible decision mechanism, standard-setting interventions, streamlined legal framework, etc. An impact vs. time-scale assessment of the measures should also be performed and in this regard the measures and recommendations should be grouped into short-term ("quick wins"), medium and long-term perspectives (see Deliverable D4 Analysis of organisational, legal, technical and semantic barriers for cross-border eGovernment services).

WP5: Recommendations

Based on the results of the previous tasks, the study will draw final conclusions, identify and propose options for the development and deployment of cross-border public services with the highest potential impact in support of the Internal Market and document it in their Final Report (see Deliverable D5 Final Study Report).

Methodology

Tenderers shall propose their own mix of methodologies in their offers and justify their choice.

The methodology to be used may include empirical observation, surveys of literature, desk research, in-depth interviews, expert consultations, workshops, focus groups, user panels, survey questionnaires, interviews with Large Scale Pilots as well as with other relevant initiatives and projects on cross-border services, Member States, stakeholders, multipliers/representatives, etc.

When available, the study shall use well established data (e.g. relying on government data, statistical data provided by Eurostat, trade associations, studies carried out by or for the Commission and others).

Samples must not necessarily include all European countries but must be representative of the diversity of administrative cultures in Europe and the different levels of eGovernment deployment in European countries and regions. Samples must, as appropriate in each phase of the study, include Member States, public administrations at relevant levels (such as for example public administrations in bordering regions), users (citizens, businesses and other relevant organisations), Large Scale Pilots, the European Commission and businesses supplying eGovernment solutions.

Because the contract is closely linked with the day to day activity of DG Information Society and Media with the Member States, this contract will have to be set-up in a way to allow a regular exchange of inputs, contacts and close monitoring of the activities. The tender must therefore clearly describe how the study team intends to provide feedback to the Commission. The tender must also demonstrate how the study team plans to work closely with the existing Large Scale Pilots on the various tasks.

Tenderers will be evaluated on the appropriateness of the methodological mix proposed. Tenderers should motivate step by step why methods are chosen, how they will be applied and what the expected outcomes are.

¹⁹ <http://ec.europa.eu/isa/>

²⁰ http://ec.europa.eu/isa/strategy/index_en.htm

²¹ <http://www.semic.eu/semic/>

3 DURATION

Duration of the tasks must not exceed **13 months** and is subject to the provisions of Article I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The deliverables listed below must be provided by the contractor:

WP1: Preparatory work, information gathering and project management

- **D1.1 Inception Report** – This report will outline any relevant theoretical assumptions and objectives, a methodological outline, resources and detailed work plan, based on the tender specifications and proposal. A draft version of the Inception Report shall be made available to the Commission's services 5 working days before the Inception Meeting (see Section 4.2 below). The finalised version of the Inception Report shall be made available to the Commission's services within 2 weeks after the Inception Meeting.
- **D1.2.1 – D1.2.10 Management Briefs:** A monthly Management Brief (MB) will describe work in progress and motivate any agreed upon adaptations to the planned course of the contract.
- **D1.3 Inventory of cross-border eGovernment services:** This report should comprise both an inventory and a logical categorisation of already existing cross-border eGovernment services and other relevant initiatives at European, national and regional level with a cross-border dimension, supporting the rest of the study requirements. D1.3 shall be made available to the Commission's services within two months after signature of the contract by the last contracting party.
- **D1.4 Technical Report:** This report has the purpose to describe the use of resources in the performance of the contract and is required as a condition for payment. It should include inter alia, time-sheets on man/days consumption, travel details, use of consumables and shall be made available to the Commission's services within eleven months after signature of the contract by the last contracting party.

WP2: Analysis of the needs and demand

- **D2 Analysis of existing and future needs and demand for cross-border eGovernment services:** This report should present the existing and future needs and demand for cross-border eGovernment services. D2 shall be made available to the Commission's services within five months after signature of the contract by the last contracting party.

WP3: Cost-benefit analysis

- **D3 Quantitative and qualitative cost-benefit analysis of cross-border eGovernment services:** Based on the inventory (D1.3) and the identification of needs and demand (D2), a number of cross-border eGovernment services will be identified and discussed with the Commission and Member States. This report should present an in-depth quantitative and qualitative cost-benefit analysis on these existing and potential new cross-border eGovernment services demonstrating the efforts needed by public administrations to implement them and the time and cost savings as well as other potential user benefits by their introduction. D3 shall be made available to the Commission's services within eight months after signature of the contract by the last contracting party.

WP4: Analysis of barriers

- **D4 Analysis of organisational, legal, technical and semantic barriers for cross-border eGovernment services:** This report will present the organisational, legal, technical and semantic barriers that hinder the deployment of the earlier identified existing and potential new cross-border eGovernment services in the EU and suggest a set of relevant measures to overcome these barriers. An impact vs. time-scale assessment of the measures should also be performed. D4 shall be made available to the Commission's services within ten months after signature of the contract by the last contracting party.

WP5: Recommendations

- **D5 Final Study Report:** This report will contain an executive summary of the findings and a final set of conclusions, identifying and proposing options for the further deployment of existing and development of new cross-border public services with the highest potential impact. The Final Study Report shall be made available to the Commission's services within eleven months after signature of the contract by the last contracting party. The Final Study Report shall be provided in 5 bound paper copies including annexes, and in a "PDF" format suitable for publication by the Commission's services on the Commission website. An electronic version of the final dataset should be provided in the form of a spreadsheet for Commission internal usage.

All deliverables must be written in English. All reports should be consistent in style (headings, margins, citations, bibliography, etc) and contain a short executive summary. The contractor is required to properly apply quotation techniques and particular care will be taken to verify improper re-use of existing material. All deliverables and presentation material will be delivered in electronic format (Word, Excel, PowerPoint, PDF or equivalents in open formats as appropriate). Exchange of advance copies as well as other non-formal communications shall take place via electronic mail. The Commission services will decide the possible dissemination of the findings and conclusions and any other information produced under this assignment.

4.2 Meetings and workshops

Inception Meeting

An Inception Meeting will be organised by the Commission's services at the Commission's premises in Brussels within one month after the start of the execution of the tasks. The contractor will have to finalise the Inception Report on the basis of the outcome of the Inception Meeting.

Management Meetings

The European Commission and the study team will closely monitor the activities run by the contractor. Bi-monthly Management Meetings (MM) will be organised to this effect that may take place through phone or video conference as deemed appropriate.

Workshop with stakeholders

The concept, objectives, methodology and timeline will be presented by the contractor during a workshop with stakeholders to be held within three months after the signature of the contract by the last contracting party. The contractor is expected to identify the relevant stakeholders for the workshop and organise the event in a most appropriate way so as to seek input for the upcoming study tasks, including input for the assessment of needs and demand, cost-benefit analysis as well as barriers. This will require preparing a short document and/or a presentation, which will raise issues for discussion at the workshop. The workshop (WS), with about 50 participants, will be held in Brussels at the premises of the European Commission, it will last maximum one day and will be organised by the contractor, based on input from the Commission.

Costs related to the following activities and items must be borne by the contractor and included in the price:

- Setting the workshop agenda in cooperation with the Commission;
- Identifying participants and speakers in cooperation with the Commission;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for speakers;
- Financing the travel and accommodation expenses for speakers;
- Printing and distributing relevant information material for speakers and participants.

Interim Meetings

Two Interim Meetings (IM) will take place, during which the contractor will present the interim findings of the deliverables due at the time, to representatives of the Member States. The timing of these meetings will be aligned with other meetings organised with the Member States. The Interim Meetings will be organised by the Commission’s services at the Commission’s premises in Brussels. The first Interim Meeting is envisaged to take place around month 5 of the study period, to discuss and – as appropriate - shortlist the identified key existing and potential new cross-border eGovernment services. The second Interim Meeting is envisaged to take place around month 10 of the study period, to discuss the cost-benefits and barriers of these cross-border eGovernment services. The discussion shall provide guidance for prioritising the analysed list of cross-border eGovernment services. The contractor is expected to ensure the attendance of representative(s) with at least one senior member of staff at the Interim Meetings.

Final Meeting

A Final Meeting during which the contractor will present the final findings and the final set of conclusions will be held within twelve 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 is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings.

Each tenderer should include costs of attendance of its own representative(s) at all the above meetings and workshop in the financial section of the offer.

4.3 Timetable

Deliverables	Meetings	Months											
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
	Inception meeting	x											
	Management Meeting		MM		MM		MM		MM		MM		
10 Management Briefs			MB	MB	MB	MB	MB	MB	MB	MB	MB	MB	
Inception Report		D1.1											
Inventory			D1.3										
	Workshop with stakeholders			WS									
Analysis of existing and future needs and demand						D2							

	Interim meeting					IM							
Cost-benefit analysis									D3				
Analysis of barriers											D4		
	Interim meeting										IM		
Final Study Report												D5	
Technical Report												D1.4	
	Final Meeting												FM

5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES

5.1 Study reports

After reception of each study report included in section 4.1 above (D1.3, D2, D3, D4, D5), the Commission will have 45 calendar days in which:

- to approve it,
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to be approved.

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 30 calendar days. The new report shall likewise be subject to the above provisions.

5.2 Technical Report

The Commission shall have 45 calendar days from receipt to approve or reject the Technical Report (D1.4), and the Contractor shall have 20 calendar days in which to submit additional information or a new report.

5.3 Other Deliverables

The Commission shall have 10 calendar days from receipt to approve or reject the deliverables (D1.1 and D1.2.1-D1.2.10), and the Contractor shall have 10 calendar days in which to submit additional information or a new deliverable.

6 LAYOUT/CONTENT OF THE WORK PLAN

Offers should include a detailed work plan. The work plan should specify the management structure as well as the responsibility of each member of the team, including the main contractor and/or sub-contractors. It should include the names of the persons in charge of the different countries where data have to be gathered.

The work plan should include a list of tasks to be performed, with clear and realistic phases and milestones. Resources should be clearly associated to each task.

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 as amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006), as well as its implementing rules (Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 as amended by i) Commission Regulation 1261/2005 of 20 July 2005, ii) Commission Regulation 1248/2006 of 7 August 2006 and iii) Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007), hereinafter referred to as the Financial Regulation.

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

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

Operators in third countries which have signed a bilateral or multilateral agreement with the Union in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in that agreement. The Commission will refuse tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

ADMISSIBILITY OF TENDERS

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) including:

- *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. Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

2.1 Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.
Please make sure all required documents and evidences are submitted with your tender.
(Please refer to the checklist in Annex 7)

- 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 (except the lead 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 (ORIGINAL filled in and signed by (an) authorised representative(s))

- Annex 2: Legal Entities form²² (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 3: Financial Identification form²³ (ORIGINAL filled in according to the instructions contained in this form)
If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 2 and 4: documents to be provided by each partner, except the lead partner

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form²⁴ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 3 and 4: Documents to be provided by each subcontractor

²² A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

²³ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

²⁴ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 6a: Letter of intent from each subcontractor (ORIGINAL signed by (an) authorised representative(s)) to confirm their willingness and availability to perform the tasks.

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

3 SIGNATURE OF THE TENDER

The signature of the single tenderer's or lead partner'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.** The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

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

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.**
- The European Commission, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT).

Such charges may not therefore be included in the calculation of the price quoted.

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.

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

- 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 rates and total number of person-day for each member of staff working on the contract must be specified.

(b) Travel and subsistence expenses. (including costs of attendance of future contractor's representative(s) at meetings and/or workshops with the Commission as foreseen in section 4.2, part 1). 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. website development, cost of acquiring data etc.)

- Tenders involving more than one legal entity, either as partner or subcontractor (including external experts) must specify the categories above for each legal entity.
- The Commission will reject tenders where no financial offers are proposed.

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

The total price quoted cannot exceed EUR 500 000 (five hundred thousand Euros). Tenders with a higher total price will be rejected.

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

5 EVALUATION OF TENDERS

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

- The Commission verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- For all tenderers that are not in one of the situations covered by the exclusion criteria, 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)

- For those tenderers that have met the minimum requirements for the selection criteria, 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 Union's 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 125 000, 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 Union 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.

Tenderers and, if they are legal entities, persons who have power of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or
- the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with power of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and

Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

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 Union 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 Union's 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 Union budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

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

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

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

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

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

5.2 Selection criteria

The following selection criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under section 2.2 above)

- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the financial and economic capacity will be carried out for each of them;
- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors)

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

5.2.1 Professional information

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

5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
Documentary evidence:	Photocopies of annual income statements and balance sheets or extracts signed by the authorised representative of the legal entity form for the last 3 financial years.

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

The Commission shall have sole discretion to judge the adequacy of tenderers' financial standing and, where it considers this insufficient, the right to reject any offer or to accept an offer subject to the provision of a pre-financing guarantee. Submission of a tender implies acceptance that the Commission's decision to request a pre-financing guarantee will be final and that it will not enter into negotiations with tenderers on this subject.

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 eGovernment, in particular in cross-border services and any other relevant areas for this study.
Documentary evidence:	List of relevant studies and contracts in the field of the proposed study performed in the past three years, or currently being performed, with their respective values.

Criterion:	Experience, knowledge and credibility of proposed team and its ability to cover the different analytical, economic, legal, technical, political and sociological aspects of the study. The study team must be composed so as to be able to cope with geographical and linguistic diversity.
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the specific domains of the study for at least 3 years must be included with the tender.

Criterion:	Management capability
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Documentary evidence:	<p>List of relevant contracts of a value of at least EUR 100 000 each, performed by the tenderer(s) (including subcontractor(s), if any) in the last 3 years²⁵</p> <p>Short description of the measures employed to ensure the quality of the services for each of the listed contracts, which should demonstrate the management capability for a multi-disciplinary study team.</p>
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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>1. Understanding of the tasks required</p> <p>1.1. Demonstrated understanding of the objectives of EU eGovernment and related policies in particular, linked to the development and deployment of cross-border public services.</p> <p>1.2. Credibility, control and understanding of the work to be carried out, including the establishment of an inventory of existing cross-border eGovernment services, the analysis of existing and future needs and demand for cross-border services, a quantitative and qualitative cost-benefit analysis as well as the analysis of organisational, legal, technical and semantic barriers.</p> <p>1.3. Value added in respect of information included in the tender specifications.</p> <p>(All the sub-criteria above are of equal relative importance)</p>	30	15
<p>2. Technical quality of the tender</p> <p>2.1. Completeness and full coverage of the scope of the tasks.</p> <p>2.2. Appropriateness and feasibility of the proposed approach, analysis tools, methods and evidence gathering techniques.</p> <p>2.3. Quality of the proposed methodology mix to address qualitative and quantitative aspects of the analysis and data gathering (including the representativity of the sampling procedures, quality control, degree of</p>	50	25

²⁵ If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.

<p style="text-align: center;">multidisciplinary approach).</p> <p style="text-align: center;">(All the sub-criteria above are of equal relative importance)</p>		
<p>3. Management</p> <p>3.1. Feasibility to meet the objectives specified in the tender specifications.</p> <p>3.2. Sound and realistic allocation of</p> <ul style="list-style-type: none"> - financial and - human resources, including allocation of expertise <p>3.3. Understanding of the working relation with the European Commission for this study and including a description of the proposed collaboration methods with the European Commission and within a multidisciplinary study team.</p> <p style="text-align: center;">(All the sub-criteria above are of equal relative importance)</p>	20	10
TOTAL	100	60

Minimum score per criterion (threshold):

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 European Commission 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)²⁶</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:

²⁶ 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/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

<p style="text-align: center;">ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</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 Union's 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 above²⁷.

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

²⁷ Mandatory for contracts of value above EUR 125 000 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 ATTORNEY²⁸

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER
AND LEAD CONTRACTOR

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:

²⁸ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 6a: LETTER OF INTENT FOR SUB-CONTRACTORS

Study on Analysis of the needs for cross-border services and assessment of the organisational, legal, technical and semantic barriers
SMART 2011/0074

The undersigned:

Name of the company/organisation:

Address:

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

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS

Study on Analysis of the needs for cross-border services and assessment of the organisational, legal, technical and semantic barriers
SMART 2011/0074

The undersigned:

Address:

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation²⁹.

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

²⁹ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

ANNEX 7: CHECKLIST OF DOCUMENTS TO BE SUBMITTED

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint bid, single tenderer or subcontractor/external expert). Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Lead partner in a joint bid	All the other partners in a joint bid	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor – External expert
<i>Administrative section of the tender</i>					
Annex 1: Original Administrative identification form (see section 2.3, part 2)	■	■	■	■	
Annex 2: Original Legal Entity Form (see section 2.3, part 2)	■	■	■		
Annex 3: Original Financial Identification form (see section 2.3, part 2)	■		■		
Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2)	■	■	■	■	
Annex 5: Original Power of attorney (see section 2.3, part 2)		■			
Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)				■	
Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)					■
Legible photocopy of the statutes of the entity (see section 2.3, part 2)	■	■	■		
Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)	■	■	■		
Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2)	■	■	■		
Evidence of financial and economic capacity (see section 5.2.2, part 2)	■	■	■		
Evidence of Technical background (see section 5.2.3, part 2)	■	■	■	■	■
<i>Technical Section of the tender (see section 4.2, part 2)</i>	■		■		
<i>Financial Section of the tender (see section 4.3, part 2)</i>	■		■		