

TENDER SPECIFICATIONS

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

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TABLE OF CONTENTS

PART 1: TECHNICAL DESCRIPTION	4
1 CONTEXT	4
2 OBJECTIVES	5
3 DURATION	6
4 DELIVERABLES, MEETINGS AND TIMETABLE	6
4.1 DELIVERABLES	6
4.2 MEETINGS AND WORKSHOPS.....	8
4.3 TIMETABLE.....	9
5 TERMS OF APPROVAL OF REPORTS	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.....	11
2.3 IDENTIFICATION OF THE TENDERER – LIST OF FORMS & EVIDENCES REQUIRED.....	12
3 SIGNATURE OF THE TENDER	13
4 LAYOUT OF THE TENDER	13
4.1 ADMINISTRATIVE SECTION	13
4.2 TECHNICAL SECTION.....	13
4.3 FINANCIAL SECTION.....	13
5 EVALUATION OF TENDERS	14
5.1 EXCLUSION CRITERIA	14
5.2 SELECTION CRITERIA	18
5.3 AWARD CRITERIA	19
6 AWARD OF THE CONTRACT	20
7 PAYMENT AND STANDARD CONTRACT	20
8 VALIDITY OF THE TENDER	21
9 ADDITIONAL PROVISIONS	21
10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT	21
11 NO OBLIGATION TO AWARD THE CONTRACT	21
12 RESULTS	21
13 DISCLAIMER	21
PART 3: ANNEXES	22
ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM	22
ANNEX 2: LEGAL ENTITIES FORM	23

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

ANNEX 3: BANK IDENTIFICATION FORM 23

**ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND
ABSENCE OF CONFLICT OF INTEREST..... 24**

ANNEX 5: POWER OF ATTORNEY 26

ANNEX 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS..... 27

PART 1: TECHNICAL DESCRIPTION**1 CONTEXT**

- The communication “i2010 – A European Information Society for growth and employment” promotes «an open and competitive digital economy and emphasises ICT as a driver of inclusion and quality of life»¹ and thus is a key element of the Lisbon partnership for growth and jobs.
- The **European Initiative on e-Inclusion** emphasises the key importance of the Information and Communication Technologies (ICT) for economic and social inclusion. It identifies the positive impact of ICT on the quality of life of individuals (e.g. prospects for work, education, social relations, living independently when disabled or ageing, et al); on the efficiency of social and healthcare services; and finally the contribution of ICT to productivity growth, which generates many business opportunities. However, there is still insufficient supply of inclusive ICT, often due to structural market failures and lack of common approaches in the internal market which pose serious industry barriers. There is a lack of effective legislative frameworks to firmly safeguard both the rights of users at risk of exclusion and an effective internal market in the inclusive technologies needed by these users. The voice of users is still fragmented and relatively unnoticed in Europe.
- Inclusive ICT and assistive ICT (AT – Assistive Technology ICT) are essential for equalising opportunities for people with disabilities in all aspects of life, since these technologies can contribute to providing compensation for functional limitations and help mitigate barriers in all types of environment. Assistive ICT are any piece of ICT equipment, product, system, hardware, software, or service that is used to increase, maintain or improve functional capabilities of individuals with disabilities². It is anticipated that the ageing of society will lead to a growing number of people with registered disability; which is predicted to escalate from 11% (in 2003) to 17% by 2020³, thus increasing demand for technologies which will allow people to participate more fully in society and enjoy a greater quality of life.
- In 2003, the Commission sponsored a study (“Access to Assistive Technology in the European Union”⁴) of which the final report concluded that there is a significant fragmentation of AT market, to the detriment of both consumers and producers of AT. Moreover the lack of inter-operability across products and services constitutes one of the major obstacles to deployment of e-Accessibility with the help of assistive solutions across Europe. In 2006 the European Commission launched a new study involving research, fact

1 Communication "i2010 – A European Information Society for growth and employment", COM 2005/229, <http://cordis.europa.eu/documents/documentlibrary/81718541EN6.pdf>

2 After CEN, see Mandate 376 study "Standardisation Mandate To CEN, CENELEC and ETSI in Support of European Accessibility Requirements for Public Procurement of Products and Services in the ICT Domain" <http://www.ictsb.org/DATSCG/Documents/M376.pdf>

3 "Access to Assistive Technology in the European Union" study for DG Employment and Social Affairs, 2003

⁴ *Op. Cit.*

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

finding and market analysis of the AT ICT industry⁵, of which reporting will become available during 2008.

- It is now appropriate to conduct a study aimed to deepen the knowledge of the inclusive and assistive ICT market mechanisms and barriers within the EU 27 and to propose ways to overcome these barriers.

2 OBJECTIVES

2.1. General objectives:

- (1) **Analysing, classifying and appraising market mechanisms and barriers:** complementing previous work analysing, classifying and appraising market mechanisms in the AT ICT market and barriers: technological, legislative, administrative and other mechanisms (and barriers) directly or indirectly affecting AT ICT market both at EU and national level. The analysis is to include **quantitative indications** of the extent to which any barriers affect supply and demand side parameters such as cost and price, profitability, availability, market coverage of the AT ICT sector.
- (2) **Addressing the barriers:** reasoned proposals for addressing the barriers through legislative and non-legislative measures at European level, in particular measures aimed to facilitate the establishment of an effective internal market in assistive ICT. The impact on individual companies in terms of their performance and on the AT ICT sector of removing those barriers must be presented. Scenarios are to be provided as to the effectiveness and efficiency of the proposed policy measures and the benefits for users, industry and authorities.

2.2. Specific objectives:

Analysing, classifying and appraising market mechanisms and barriers:

- Based on previous studies, identify and analyse the market and market-influencing mechanisms and possible market barriers, providing a deeper understanding of the AT ICT market e.g. competitive pressures, value chain partnerships (including relations to mainstream ICT industry), technology developments, legislation (including legislation-related measures such as certification, reimbursement schemes), the international context / globalisation, awareness, etc.
- Analyse and evaluate the impact of the market mechanisms and barriers on the functioning of the internal market in assistive ICT and provide an assessment of the possible evolution of the AT ICT market
- Quantify the impact of the barriers on supply and demand side parameters such as product/service availability, price, R&D/production/marketing cost, geographic coverage / availability etc.

Addressing the barriers:

⁵ “Analysing and federating of the Assistive Technology ICT Industry” – SMART 2006/0061

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

- Identify legislative and non-legislative approaches and actions at EU level to overcome the barriers, in particular approaches that will improve the functioning of the internal market in assistive ICT. The actions proposed should be clearly related to the barriers and the functioning of the market as analysed before. Action holders (going beyond EU Institutions) and processes to execute actions are to be included.
- Formulate policy recommendations for measures at EU level and analyse the feasibility and impact of these measures in order to remove or alleviate the most important barriers. A realistic assessment is needed of efforts, timing, parties involved, risk factors, in relationship to the processes of executing the actions. Critical conditions for successful action are to be provided. The recommendations have to be put in the context of the possible evolution of the AT ICT market.

2.3. Use of the study results:

- Follow-up of active study of the AT ICT market⁶ and execution of the e-Inclusion Initiative COM(2007)694
- The result of the study will provide input for the formulation of policy to improve the market for assistive ICT in the EU.

3 DURATION

Duration of the tasks must not exceed 18 months and is subject to the provisions of Art. I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

Del.	Content	Date in months (M)
D1	<u>Inception report</u> : examines the background to the study, previous research, identifies key challenges and summarises the overall methodological approach provided in the tender in accordance with the indications provided by the Commission during an inception meeting. The report will also contain proposals for a selection of a 3 member peer-review committee mainly operating through on-line discussions, however three face-to-face meetings (see section 4.2.) are foreseen to take place during the duration of the study.	1
D2	<u>Market mechanisms and barriers – overview</u> : Identification and analysis of the market and market-influencing mechanisms and market barriers. Providing a deeper understanding of the AT ICT market e.g. competitive pressures, value chain partnerships	6

⁶ “Analysing and federating of the Assistive Technology ICT Industry” – SMART 2006/0061

TENDER SPECIFICATIONS:**INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS**

	(including relations to mainstream ICT industry), technology developments, legislation (including legislation-related measures such as certification, reimbursement schemes), the international context / globalisation, awareness, etc.	
D3	<u>Analysis and impact evaluation of market mechanisms and barriers on the internal market of assistive ICT.</u>	9
D4	<u>Quantification of impact of barriers:</u> Quantification of the impact of the barriers on supply and demand side parameters such as product/service availability, price, R&D/production/marketing cost, geographic coverage / availability etc.	10
D5	<u>Legislative and non-legislative approaches to overcome barriers:</u> Identification of legislative and non-legislative approaches and actions at EU level to overcome the barriers, in particular approaches that will improve the functioning of the EU internal market in assistive ICT. The actions proposed should be clearly related to the barriers and the functioning of the market as analysed before. Action holders (going beyond EU Institutions) and processes to execute actions are to be included.	12
D6	<u>Policy recommendations, with feasibility and impact analysis:</u> Formulating policy recommendations for measures at EU level and analysis of the feasibility and impact of these measures in order to remove or alleviate the most important barriers. A realistic assessment is needed of efforts, timing, parties involved, risk factors, in relationship to the processes of executing the actions. Critical conditions for successful action are to be provided. The recommendations have to be put in the context of the possible evolution of the AT ICT market.	15
D7	<u>Draft Final Study Report:</u> including an executive summary, a core section containing the findings of the study and preliminary conclusions.	17
D8	<u>Final Study Report:</u> including policy recommendations and regulatory measures. The report shall also be accompanied by a comprehensive power point presentation for wider diffusion.	18
D9	<u>Technical quarterly reports</u> including a short description of the evolution of the study, the faced challenges, open issues and the steps undertaken to fulfil the tender requirements.	3, 6, 9, 12, 15, 18

The final study report shall be made available to the Commission's services within 18 months after signature of the contract by the last contracting party. The final study report shall be provided in 50 bound paper copies including annexes and in a "PDF" format suitable for publication by the Commission's services on the Commission website.

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

Three electronic copies of all final documents will be delivered (including high and low resolution where appropriate), typically on a DVD disc. Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

All document deliverables must be made available in a format that has undergone a formal standardisation process. The Commission will require documents to be submitted in PDF, ODF and DOC formats or the corresponding spreadsheet and presentation file formats.

The contractor will provide all the Power Point presentations used during the meetings and workshop which are organised. They should be provided in electronic version and in paper copies for the participants of the meetings.

All web-based material should be accessible and conform as a minimum to W3C/WAI/WCAG 2.0 level AA.

All deliverables, meetings and communication will be in English.

4.2 Meetings and workshop

The overall progress and conduct of the study will be monitored by a steering committee composed of Commission officials. The normal place of performance of this contract is the contractor's premises. Contacts will be mainly done by email, video conference and phone. The contractor or its representative/s should envisage attending up to 6 meetings with the Steering Committee at the Commission premises in Brussels as follows:

- Inception meeting (IM)- within 2 weeks from the start of the contract, including the contractor and Commission officials;
- First peer-review meeting (1st PRM)- in month 7 from the start of the contract, including the contractor and Commission officials. The cost of participation of peer-reviewers has to be covered by the study's budget;
- Second peer-review meeting (2nd PRM) – in month 13 from the start of the contract, including the contractor and Commission officials. The cost of participation of peer-reviewers has to be covered by the study's budget;
- Third peer-review meeting (3rd PRM)- in month 17 from the start of the contract, including the contractor and Commission officials. The cost of participation of peer-reviewers has to be covered by the study's budget;
- A final meeting (FM) will take place within the last month of the period of execution of the contract.
- A final workshop (FW) presenting study findings will take place within month 17 of the period of execution of the contract. A proposal for participants shall be made by the contractor and take account of participants' selected by the European Commission. A budget line shall be determined by the contractor within the study budget to this purpose to cover travel and subsistence expenses by invitees and possible catering costs. The workshop shall not exceed 20 participants (excluding study team and Commission participants) and the premises will be supplied within the Commission facilities in Brussels.

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

The contractor will provide the minutes of all the meetings within 7 days of the meeting, for approval by the Commission within 7 days.

The costs for attending all these meetings (travel and accommodation) must be included in the final quote.

4.3 Timetable

	15 days	1 month	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
D1		X																	
D2							X												
D3										X									
D4											X								
D5													X						
D6																X			
D7																		X	
D8																			X
D9				X			X			X			X			X			X
Meetings and Workshop	IM							1 st PRM						2 nd PRM				3 rd PRM, FW	FM

5 TERMS OF APPROVAL OF DELIVERABLES

After reception of each report and deliverable included in section 4.1 above, the Commission will have 30 calendar days in which:

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

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

Where the Commission requests a new report or deliverable because the one previously submitted has been rejected, this must be submitted within 15 calendar days. The new report or deliverable shall likewise be subject to the above provisions.

After reception of each technical report included in section 4.1 above, the Commission will have 20 calendar days in which:

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

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

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 15 calendar days. The new report shall likewise be subject to the above provisions.

TENDER SPECIFICATIONS:
INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

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

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

- 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 form⁷ (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 form⁸ (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 form⁹ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

⁷ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

⁸ A standard template in each EU language is available at: http://ec.europa.eu/budget/execution/ftiers_en.htm

⁹ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Annex 5: Power of attorney (filled in and signed by an authorised representative of each partner)
- Legible copy of the statutes of the company (for public/private entities)
- 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.**

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

- 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, purchase of datasets etc.).

The part that the tenderer intends to subcontract shall be precisely indicated and detailed. The maximum sub-contracting allowed for this contract is 20 % of the total price.

1. The total price quoted cannot exceed 300,000.00 euros. Tenders with a higher total price will be rejected.

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;

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

- (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

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

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:

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

- (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.

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

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 two financial years Statement of overall turnover and turnover from contracts in the subject field of the study 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.

TENDER SPECIFICATIONS:**INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS****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 market analysis, data gathering, evaluation, techniques and tools including: quantitative and qualitative methods, creation and analysis of large and complex data sets as well as relating to the field of Assistive Technologies and ICT.
Documentary evidence:	List of contracts in the fields related to the those of the study performed in the past three years, 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 tasks similar to those of the study especially in the field of market analysis, data gathering, evaluation, techniques and tools including: quantitative and qualitative methods, creation and analysis of large and complex data sets of at least 3 years.

Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 50,000.00 euros each, performed by the tenderer(s) in the last 3 years. In case of joint bids, each partner has to provide such 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:

Technical award criterion	Maximum score/weighting	Threshold
1. Understanding of the tasks required <ul style="list-style-type: none"> • Understanding of the context, challenges and risks related to the study ; • Credibility, control, and understanding of the work to be carried out. • Degree of elaboration of the tender in respect of information included in the tender specifications. <p>(All the sub-criteria above are of equal relative importance)</p>	30 points	15

TENDER SPECIFICATIONS:**INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS**

<p>2. Technical quality of the tender</p> <ul style="list-style-type: none"> • Clarity, credibility, quality and feasibility of the proposal (i.e. project description, and functionality of the approach); • Soundness and appropriateness of the proposed analysis tools and data gathering techniques; • Soundness of the methodologies in assessing indicators and stating their relevance and reliability; • Access to relevant sources of data; • Completeness of the methodology to cover all aspects of the study. <p>(All the sub-criteria above are of equal relative importance)</p>	<p>50 points</p>	<p>25</p>
<p>3. Management</p> <ul style="list-style-type: none"> • Work plan and organisation of the work; • Sound and realistic allocation of financial and human resources, including allocation of expertise. <p>(All the sub-criteria above are of equal relative importance)</p>	<p>20 points</p>	<p>10</p>

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.

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

- 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.

TENDER SPECIFICATIONS:**INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS****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)¹⁰</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
DECLARATION BY THE AUTHORISED REPRESENTATIVE(S): 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:

¹⁰ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

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

A standard template in each EU language is available at:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

ANNEX 3: BANK IDENTIFICATION FORM

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

A standard template in each EU language is available at:

http://ec.europa.eu/budget/execution/ftiers_en.htm

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

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

TENDER SPECIFICATIONS:

INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT, TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS

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 above¹¹.

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

¹¹ 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, and 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

**INTERNAL MARKET FOR INCLUSIVE AND ASSISTIVE ICT,
TARGETED MARKET ANALYSIS AND LEGISLATIVE ASPECTS**

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: