

TENDER SPECIFICATIONS

The Contribution of ICT To Energy Efficiency: Local And Regional Initiatives

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1 CONTEXT

1.1 Relevant policy areas and objectives

1.1.1 *The 2020 targets*

Through its Communication on mobilising Information and Communication Technologies to facilitate the transition to an energy-efficient, low-carbon economy adopted on the 12th of March 2009, the Commission identified the relevance of ICT to the goals of energy efficiency and more largely that of a shift towards a low carbon society. This communication is part of the larger set of policy measures responding to the dual energy/climate challenge. It points that ICT and ICT-based innovations may provide one of the potentially most cost-effective means for Member States to achieve the 2020 target and is key to delivering the fundamental yet urgent changes required in local and regional communities. The role of ICT is, in particular, as the enabling factor in improving the environmental performance of infrastructures and their use, but also as the supporting range of tools and applications which inform and may considerably facilitate critical policy choices which will directly fall on these local and regional authorities. Inversely, through weight of their own demand, these authorities have the power to stimulate more energy perform and ICT solutions.

The practical guide for regional and local authorities on improving energy performance through innovative use of ICT is mentioned in the Communication as one of the practical steps the Commission will take in support of measures to be taken by member states and their regional authorities.

While the information collected will serve the needs of the Commission services and the Member States' national authorities, the urgent need for information of regional and local authorities justifies that the format of the final deliverable be intended primarily for their use. This guide is to be a toolkit for those in charge of selecting initiating and implementing measures at local and regional level. This stems from the acknowledgement that the pressures of responding to the climate challenge and addressing economic difficulties is most acutely felt by regional and local authorities. Answering these often contradictory demands is rendered considerably more complex and more difficult since both of these priorities come with unprecedented levels of urgency.

1.1.2 *Cohesion Policy*

Cohesion Policy is the European Community's single most important instrument for promoting the Lisbon and Gothenburg agendas. Under the Community Strategic Guidelines¹ which are central to the Cohesion Policy 2007-2013, Member States and regions *should pursue the objective of sustainable development and boost synergies between the economic, social and environmental dimensions*. In practice, identifying opportunities for synergies in the mix of measures at regional or national level remains a challenge compounded by the pressures stemming from the fast downturn of economic conditions. ICT, whether technologies, infrastructures or as economic activity, is much more explicitly and heavily present in the part of the national and regional programmes which focus of the Lisbon agenda and much less in relation to measures addressing primarily the Gothenburg sustainability agenda.

¹ http://ec.europa.eu/regional_policy/sources/docoffic/2007/osc/index_en.htm

Yet there is a growing understanding that ICT could, in many forms, make a crucial contribution to focusing the support of economic activities towards delivering building blocks of a low carbon society. While the preparation for the next regional policy orientation and instruments are already addressing some of these points, until 2013 and even well into the following year, the effort to respond to policy objectives in a way that best fit the economic, social and environmental *facts on the ground* falls mainly on implementing authorities at regional and national level.

1.1.3 Opinion of the Committee of the Regions (CoR)

The practical guide for regional and local authorities on improving energy performance through innovative use of ICT is also in response to the strong focus of the CoR on the issue of energy performance and specifically for the use of ICT to achieve these performance improvements needed. The opinion of the CoR on

*Addressing the challenge of energy efficiency through information and communication technologies*² issued at the end of November 2008 reflects this focus. Since then, the CoR has conducted an informal survey among its members on their needs for information on this issue. The content and presentation of the expected output of this contract as presented in the present text, has been developed taking into account the extensive and elaborate comments received in reply to this survey.

1.2 Scope of the topics addressed

The subject covered is broadly that of the relevance ***of ICT to achieving energy efficiency and sustainability objectives at regional and local level***. Of particular interest here are examples of ongoing or past initiatives with an ICT dimension which **does not need to be central** to the initiative but where ICT serves to articulate the complementary relationship between the broader sustainability objective and specific economic measures such as support to innovation. The experiences of relevance here are those from which lessons could be drawn for future measures, supported through or building on RTD, CIP, Cohesion policy instruments or other EU programmes and funding. This does not exclude those funded through other frameworks.

Note that the purpose of this work being to learn from experiences and communicate those lessons to peers and, more widely, all of those involved in policy or implementation in relation to these measures, it is not necessary for the ICT technology covered to be innovative. The focus should be on project itself, its organisational features, its phases and the hurdles encountered and not on the ICT technology or the ICT partner alone.

1.2.1 'The enabling role of ICT'

ICT can enable energy efficiency improvements by reducing the amount of energy required to deliver a given service:

By monitoring and directly managing energy consumption, ICT can enable efficiency improvements in major energy-using sectors. Recent studies suggest that this capacity can be exploited to reduce energy consumption of buildings in the EU by up to 17% and to reduce carbon emissions in transport logistics by up to 27%.

2

http://ec.europa.eu/information_society/activities/sustainable_growth/docs/consultations/opinions/CoR_Opinion.pdf

By providing the tools for more energy-efficient business models, working practices and lifestyles, such as ecommerce, teleworking and eGovernment applications, and advanced collaboration technologies, ICT can reduce demand for energy and other material resources.

By delivering innovative technologies, ICT can reduce wasteful consumption of energy; solid-state lighting is one clear example. Emerging solutions in computing such as thin clients, grid computing and virtualization technologies promise to reduce redundancies existing in today's systems.

1.2.2 ICT for a low carbon society

For the purpose of this study, ICT for a low carbon society should be defined to include ICT applications and/or ICT infrastructures with ICT as the object of the intervention, as a critical enabling factor of a policy **or** a key technological part of the implementation. Relevant examples are expected to fall within the following four broad areas:

Initiatives/Measures aiming at the energy efficiency of ICT infrastructure or equipment and their use (including the procurement practices, partnerships and any other funding arrangements designed to acquire more energy-efficient systems and solutions other than the business-as-usual option)

ICT enabled energy efficiency and/or sustainability of buildings and construction (Including for example planning and design applications, sensor networks, smart meters, online reporting tools). Of particular relevance in this areas are measures implementing or related to the Energy Performance of Buildings Directive.

Initiatives/Measures aiming at ICT enabled energy efficiency and/or sustainability of freight and passenger transport (Including for example planning and design applications, sensor networks, smart cards and mobile payments, logistics systems)

ICT applications and technologies aimed at collecting, quantifying measuring, monitoring, planning, evaluating or forecasting energy efficiency and/or carbon emissions either through procurement of ICT services, investments in ICT infrastructures (such as wireless sensor networks or datacenters).

2 OBJECTIVES

The main **objective** is two fold:

- To research and document existing examples

and, on the basis of those findings,

- To propose metrics and indicators relevant to establish the relevance and monitor the progress of specific initiatives towards larger sustainability objectives.
- To deliver a set of possible paths for future initiatives in the form of narratives or 'walk-through' with key recommendations at relevant stage

2.1 Scope of the work

Key deliverables:

a) a simple accessible online resource, in the form of a wiki-type website, built-up incrementally with relevant information collected throughout the work and

b) A guide/toolkit centred on narratives (walk-through with key recommendations at relevant stages.) available as a standalone report including a summary section intended for policy readers and extended report documenting the findings of the research for expert readers

One key element of this study is the exploration of the **metrics and indicators relevant to establish the progress of the initiative in increasing energy performance**, in particular those based on non-monetary metrics. This is a complex issue which leads to a variety of solutions, which is why this study should both investigate the solutions explored as part of initiatives (**to be reflected in the result of phase 1 in particular**) and draw on initiatives to propose possible metrics or indicators (**to be reflected in the results of phase 2 and 3 in particular**).

Expected steps:

Phase 1: mapping and typology of policy initiatives/measures addressing ICT for a low carbon society. Research, identify and organise information resources on local and regional policy measures and produce a typology of recent and ongoing initiatives addressing ICT for a low carbon society, based on information reported through such resources –all relevant information resource collected through this effort should be incrementally published.

Phase 2: In depth research into 20 to 30 case-studies through field-research and interviews among initiatives/measures identified and selected to reflect the range of circumstances, approaches and solutions identified in the typology exercise of phase 1- This part should include an interactive process of iteration online as much as possible.

Phase 3; the elaboration of a set of 10-12 narratives as the core part of the guide/toolkit, which may be built by combining several features from different real examples and serve to walk the reader through the experiences of such a project, from the viewpoint of the public authority leading or funding the initiative and point to typical milestones, provide relevant recommendations and/or list alternative options with regards to decisions to be taken along the way.

Phase 4: Finalise, publicise and promote the Guide/toolkit and the Wiki. This phase should seek to organise the results of all three previous phases. The presentation and dissemination formats and contents should be finalised and adjusted for the relevant audience for each event, the distinction between expert readers and policy readers of the Guide should be made with correspondingly targeted content in two ‘volumes’ or two ‘entries’ for both paper and online material.

2.2 Utility

The results will be used to:

- Inform regional and local decision-makers in the policy and public administration arenas about the possibilities and benefits of directing ICT investments and ICT centred projects and support towards delivering the building blocks of a low carbon economy and society.
- Contribute to generate evidence for future policy initiatives at European level. In particular, this study is expected to contribute to improve understanding of the potential for social, organisational as well as technological innovations, in the application of ICT towards a systemic shift at the local community level in favour of increased sustainability and a reduced reliance on non renewable sources of energy.

2.3 Details of Requested Tasks and Expected Results

2.3.1 Phase 1: Mapping Local and regional policy initiatives addressing ICT for a low carbon society

Research tasks

To ensure the timely delivery of results for phase 1, it is expected that this mapping be performed primarily through desk research and the use of existing information resources on regional or local policies and measures. A number of extensive databases exist to collect and evaluate information on policy measures at EU level. It is important that examples be sufficiently documented to draw transferable lessons, useful to inform future policy choices and, in particular, regional and local policy interventions through the structural funds.

Documenting tasks

Documenting the development of typology of measures/initiatives: Besides the features used to select them, other elements of information available which could help organise the initiatives should be collected and completed by additional contacts for those where general information (Budget, Timeline, Stakeholders, Objectives, Metrics and Indicators ...) and succinctly presented in a simple standardised structure and format allowing for browsing across the information.

<p>The tasks described above will serve as basis for: D1 – Inception Report – before the end of phase 1, will serve to present refined criteria for selection, a first overview of information available and a refined proposal for the structure and features of the online resource.</p>

2.3.2 Phase 2: In depth research into 20 to 30 case-studies

Research tasks

In depth research into 20 to 30 case-studies through field-research and interviews among initiatives/measures identified and selected to reflect the range of circumstances, approaches and solutions identified in the typology exercise of phase 1. **The list of case-studies will be agreed with the Commission and the Committee of the Regions prior to launching the interviews.**

This will require, as much as possible, a direct interaction with the relevant stakeholders and in particular, persons responsible for the policy or its implementation within the public authority involved and other key participants. For this reason, the ability to interact in the native language of, in particular, the Convergence objective Regions, is an important part of the work.

Documenting tasks

The information collected through the desk-research in *phase 1* is uploaded to the site. Other supplementary information, such as links to other sources and resources (eg. external reports, papers, statistics, maps), is to be added incrementally.

The material collected through the field research (*phase 2*), such as, for example, summarized minutes of interviews, data collected from interviewee, supporting material or background material collected in the context of interviews is organised and made available on the site. A ‘restricted’ section allowing contributor access for field researchers and other participants such as interviewees to contribute to iterations on case studies descriptions should be made available and used wherever possible.

The tasks described above will serve as basis for: D2- Online wiki-type resource – the website is live with the basic features of an ‘Online wiki-type resource available and information collected in phase 1 and, at least partially, phase 2.

2.3.3 Phase 3: Elaborate the narratives from findings of previous phase

The elaboration of a set of **10-12 narratives** as the core part of the guide/toolkit, - this will be based on information gathered from the case-studies.

Though each storyline but may build on more than one existing case and more generally represent a **generic type of initiative**

The purpose is not necessarily to show best practice overall but to cover the range of possible initiatives and within them, the typical risk, problems encountered and milestones.

Both format and content should focus on readability and clarity. The style needs to reflect the experience and view point of the local or regional authority decision-maker involved (whether by initiating, funding or leading the implementation)

In particular: Specific recommendations, outline of alternative options, reference to relevant sources of information or guidance should appear next to the issue/part of the story-line they address.

The tasks described above will serve as basis for: D3- Draft version of the Guide/toolkit both complete and summary version

2.3.4 Phase 4: Finalise, Publish and promote the results of the study

This part will include

- The editing of a of the guide/toolkit available for download and print
 - Summary version (approx 20 pages) containing ‘the narratives’ exclusively
 - Complete version – including ‘the narratives’ followed by relevant background information on the case-studies, the references and resources used, the interviews conducted.

- The finalization of the wiki content and structure. The management is to be transferred at the end of the contract to the European Commission or a third party to be identified by the European Commission services. – Technical and other features or information should be included in the technical report.

- The preparation of presentation materials.

The tasks described above will serve as basis for: D4- Final version of the Guide/toolkit both complete and summary version

3 DURATION

Duration of the tasks must not exceed 10 months and is subject to the provisions of Art. I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

Month 1: * D1 – Inception Report – before the end of phase 1, will serve to present refined criteria for selection, a first overview of information available and a refined proposal for the structure and features of the online resource

Month 4: * D2- Online wiki-type resource – the website is live with the basic features of an ‘Online wiki-type resource available and information collected in phase 1 and, at least partially, phase 2.

Month 8 * D3- Draft version of the Guide/toolkit summary version (full narrative section- only)

Month 9 * D4- **Final report:** Final version of the Guide/toolkit both complete and summary version

Technical report: travel details and outline of costs and efforts related to the wiki plus detail of features and technical parts.

4.2 Meetings

Inception meeting

An inception meeting will be organised by the Commission’s services at the Commission’s premises in Brussels within 1 month after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

Interim meeting

An interim meeting during which the contractor will present the interim findings will be held within 5 months after signature of the contract by the last contracting party. It will be organised by the Commission’s services at the Commission’s premises in Brussels. The contractor will have to finalise the interim study report on the basis of the outcome of the interim meeting.

Final meeting

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 9 months after signature of the contract by the last contracting

party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

Presentations and Final Workshop

Opportunities for presentations at specific events will be decided in agreement with the steering group and involve up to 4 presentations and one 2-day workshop.

For all four presentations, the cost to be included is a maximum total of eight days including travel for a senior member of the team. For the purpose of forecasting travel costs, an estimate of travel and accommodation costs based on the range of costs for destinations such as European capitals can be used.

The final study report as approved by the Commission in accordance with section 5 below will be presented by the contractor during a final workshop to be held within 10 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop will be held in Brussels and will last 2 days and will be organised in by the Commission in agreement with the Committee of the Regions in one of the institution's premises. Travel, accommodation and daily allowance for up to 4 other speakers should be included in the cost for the study.

4.3 Timetable

Deliverable ↓	Meeting ↓	Mo nth 1	2	3	4	5	6	7	8	9	10
		Phase 1	Phase 2/Phase 3							Phase 4	
	Inception meeting	X									
Inception report		X									
D2- Online wiki-type resource					X						
	Interim meeting					X					
D3- Draft version of the Guide/toolkit									X		
	Final meeting									X	
D4- Final version of the Guide/toolkit										X	
	Final workshop										X
Technical Report											X

5 TERMS OF APPROVAL OF DELIVERABLES

After reception of each deliverable 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 deliverable.

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

Where the Commission requests a new deliverable because the one previously submitted has been rejected, this must be submitted within 20 calendar days. The new deliverable shall likewise be subject to the above provisions.

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

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

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

2 ADMINISTRATIVE REQUIREMENTS

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

2.1 Different ways to submit a tender

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

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

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

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

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

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

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

The partnership may take the form of:

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

or

- a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an **authorised representative** (clearly identified) 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 form³ (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 form⁴ (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

³ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

⁴ A standard template in each EU language is available at: http://ec.europa.eu/budget/execution/ftiers_en.htm

Annex 1: Administrative identification form (filled in and signed by an authorised representative)

Annex 2: Legal Entities form⁵ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)

Annex 5: Power of attorney (filled in and signed by an authorised representative of each partner)

Legible copy of the statutes of the company (for public/private entities)

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

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

Annex 1: Administrative identification form (filled in and signed by an authorised representative)

Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)

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

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

3 SIGNATURE OF THE TENDER

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

4 LAYOUT OF THE TENDER

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

4.1 Administrative section

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

⁵ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

4.3 Financial section

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.
- The price quoted must **be firm and not subject to revision**.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967), the Communities are exempt from all charges, taxes and dues.

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

Please indicate separately the VAT amount.

VAT exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

- The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.
- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories

(a) Professional fees. The daily fee and total number of man/days for each category of staff working on the contract must be specified.

(b) Travel and subsistence expenses. In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.

(c) Other expenses (outsourced services or supplies, e.g. translation expenses, printing expenses, website development, etc.)

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

The total price quoted cannot exceed 250 000 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;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

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

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

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

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

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;

- c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

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

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

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

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

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

5.1.5. Administrative and financial penalties

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
 - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

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

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Community budget for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
 - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
 - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).
5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Communities' financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

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

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial

Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

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

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

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

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

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

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

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

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

5.2 Selection criteria

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

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

- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner;

- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors)

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

5.2.1 Professional information

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

5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing
Documentary evidence:	Annual income statements and balance sheets or extracts there from for the last 3 financial years Statement of overall turnover and turnover from contracts in the field of EU policy and programme evaluation in the last three financial years.

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

5.2.3 Technical background

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in at least two of the following fields: Research and Innovation Policy, Regional policy and planning, Evaluation of Regional policy Measures and programmes, Public sector ICT.
Documentary evidence:	List of contracts in the field of policy and programmes related to ICT deployment, support to innovation, regional policy, energy-efficiency and sustainability policy and performed in the past three years, or currently being performed, with their respective values

Criterion:	Experience, technical knowledge and credibility of proposed team and in particular, knowledge of EU Regional policy and EU policies related to ICT and Innovation, the ability to conduct field interviews in several European languages
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Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the field of policy evaluation or support to policy implementation, notably in relation to local and regional authorities, of at least 3 years.
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Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 100 000 Euros each, performed by the tenderer(s) (including subcontractor(s), if any) in the last 5 years. ⁶

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
<p>Understanding of the tasks required</p> <ul style="list-style-type: none"> • Understanding of specific and long-term objectives of the tender • Value added in respect of information included in the tender specifications <p>(All the sub-criteria above are of equal relative importance)</p>	30	15
<p>Technical quality of the tender</p> <ul style="list-style-type: none"> • Completeness and full coverage of the scope of the tasks • Quality of the methodological approach, in particular in relation to geographical coverage • Suitability of the approach with respect to the incremental development of the provision of the Web based information resource • Methodology to collect and analyse data / Soundness and appropriateness of the proposed analysis tools and data gathering techniques 	50	25

⁶ 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.

(All the sub-criteria above are of equal relative importance)		
Management <ul style="list-style-type: none"> • Feasibility to meet the objectives specified in the tender specifications • Sound and realistic allocation of financial and human resources, including allocation and range of expertise adequate for each task. 	20	10
(All the sub-criteria above are of equal relative importance)		
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 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.

<p>The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.</p>
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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	
AUTHORISED REPRESENTATIVE(S) ⁷	
<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:

⁷ 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

<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 Communities' financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

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

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

k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above⁸.

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

⁸ 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:

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.

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.

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].

- 1) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

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

Signed in on [dd/mm/yyyy]

Place and date:

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

ANNEX 6a: LETTER OF INTENT FOR SUB-CONTRACTORS

The Contribution of ICT to Energy Efficiency: Local And Regional Initiatives

SMART 2009/0073

The undersigned:

Name of the company/organisation:

Address:

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

Place and date:

Name (in capital letters) and signature:

ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS

The Contribution of ICT to Energy Efficiency: Local And Regional Initiatives

SMART 2009/0073

The undersigned:

Name of the company/organisation:

Address:

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

Place and date:

Name (in capital letters) and signature: