

**TENDER SPECIFICATIONS**

**Survey of Schools: ICT and Education**

**SMART 2010/0039**

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### 1 CONTEXT

In May 2010 the European Commission adopted the Digital Agenda for Europe<sup>1</sup> – its new strategy for the digital era. The Digital Agenda is one of the seven flagship initiatives of Europe 2020<sup>2</sup> – the EU’s economic strategy launched in March 2010 to lead Europe out of the crisis and prepare the EU economy for the challenges of the next decade.

The overall aim of the Digital Agenda is to deliver sustainable economic and social benefits from a digital single market based on fast and ultra fast internet and interoperable applications. To this end, the Digital Agenda identifies seven action areas which need to be tackled in order to exploit the benefits of ICT. These action areas are: a vibrant digital single market; interoperability and standards; trust and security; fast and ultra fast internet access; enhancing digital literacy, skills and inclusion; ICT-enabled benefits for EU society; and research and innovation.

ICT and Education is included in the fifth action area – enhancing digital literacy, skills and inclusion. It proposes a number of actions, at both EU and Member States level, to increase digital literacy and mainstream eLearning in national policies (for the modernisation of education and training, including in curricula, assessment of learning outcomes and the professional development of teachers and trainers.)

As use of the ICTs and the internet spreads and more and more daily activities take place online digital skills have become crucial skills for the 21<sup>st</sup> Century. Indeed digital competence has been identified as one of the eight key competences which are fundamental for individuals in a knowledge-based society.<sup>3</sup> Nevertheless, 30% of Europeans have never used the internet; with disadvantaged social groups - in particular the elderly, low educated, unemployed and those on low incomes - over-proportionately represented. Even among the so-called digital natives, some 10% of the youngsters below 26 years old have never used Internet. Lack of digital skills is one of the main reasons underpinning this non-use. Another important issue is the use of ICT in terms of purpose and effect. Recent studies indicate the emerging of a second digital divide in the use of ICT between those who are able to use ICT in a confident AND critical way and those who do not. Furthermore ICT use in education can improve the quality of learning and teaching and innovate considerably pedagogical practices in schools.

Digital skills are important for both economic and social inclusion reasons. They improve employability, both directly, in terms of valuable work place tools and knowledge, and indirectly, in terms of their impact on learning and access to information, and can help disadvantaged social groups to participate on a more equal footing. Digital literacy skills are also important for safety and security reasons on the net. Furthermore, for ICT to act as a driver of productivity and growth, Europe needs skilled ICT practitioners. As such digital literacy will also be a priority of the “New skills for new jobs” Europe 2020 flagship.<sup>4</sup> Currently, the EU is

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<sup>1</sup> [http://ec.europa.eu/information\\_society/newsroom/cf/itemdetail.cfm?item\\_id=5826](http://ec.europa.eu/information_society/newsroom/cf/itemdetail.cfm?item_id=5826)

<sup>2</sup> [http://ec.europa.eu/eu2020/index\\_en.htm](http://ec.europa.eu/eu2020/index_en.htm)

<sup>3</sup> Cf. Recommendation of the European Parliament and of the Council of 18 December 2006 on Key competences for lifelong learning.

<sup>4</sup> Cf. New Skills for New Jobs, COM(2008) 868, e-Skills for the 21st Century, COM(2007) 496.

experiencing a shortage of ICT practitioner skills.<sup>5</sup> For these reasons it is essential to educate the young in the use of ICT and digital media and to attract them to ICT in education and to make the best use of ICT within education for improving educational outcomes.

An important element of the Commission's contribution to the improvement of public services – amongst which is education – is benchmarking of progress. This is not a purely statistical exercise but aims to provide information to enable Member States to monitor their performance in relation to the use of ICT in schools. Benchmarking is also intended to orientate policy development in the field of ICT in education. Currently, there is a lack of information on the availability, use and impact of ICT for learning in schools across Europe. For this purpose the Commission is launching the current benchmarking study.

ICT in education has been benchmarked under previous European Commission ICT initiatives; namely, eEurope 2002 and eEurope 2005. The objective of the first study was to obtain estimates of the eEurope indicator on e-learning “number of pupils per computer with internet connection (broadband/non-broadband)” and to relate it to other possible indicators of educational use of ICT in compulsory education (e-learning in schools). To this end two surveys were developed and carried out: firstly, a survey of head teachers to obtain information on the schools and, secondly, of classroom teachers to focus on their use of ICTs in the teaching process.<sup>6</sup>

The second study was a continuation of the earlier benchmarking exercise for eEurope 2002 for which the surveys were updated and extended. In particular, the survey of head teachers contained questions on the type of school (e.g. primary, secondary, vocational etc.), its location, size, number of teachers, number of computers used for educational purposes with and without internet access, internet access type, speed of connection, availability of a school website/email addresses (for teachers and students)/LAN/Intranet/support or maintenance contract with a service provider, and the extent of integration of ICT in the teaching of students. In addition to background variables, the classroom teacher survey contained questions largely relating to teachers use of computers and the internet; including, if they have used it, when, to what extent and how. It also contained questions on the reasons for non-use, teachers opinions on what computers should be used for, the impact of computers on student motivation and outcomes, and on availability and quality of ICT infrastructure and support in using it.

The study produced a number of important insights into ICT use in schools. In particular, it found that while almost all schools used computers and the internet to some extent, there were large variations in the number of computers per student. Several European countries were still in a phase of catch-up in terms of PC penetration, internet access type and use of computers in the classroom. ICT equipment, internet access and bandwidth also varied substantially between school type, with primary schools exhibiting significantly lower levels of all. In all countries computer science was taught as a separate subject; however it was more prevalent in schools in the new EU Member states. This seemed to be an indicator of the phase of ICT use in countries i.e. older Member States had shifted their focus to integrating ICT use in the teaching of other subjects. Intensity of ICT use also varied substantially across countries. Interestingly, teachers in the most ICT advanced European nations - such as Sweden, Finland, Denmark and the

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<sup>5</sup> eSkills Monitor study. Monitoring eSkills supply and demand in Europe, European Commission 2009, see <http://www.eskills-monitor.eu/>. Depending on the economic scenarios, the eSkills gap could be between 384,000 and 700,000 jobs.

<sup>6</sup> Survey reports available from

[http://ec.europa.eu/information\\_society/europe/i2010/benchmarking/index\\_en.htm](http://ec.europa.eu/information_society/europe/i2010/benchmarking/index_en.htm)

Netherlands – were not the most intensive users of ICT in the classroom; suggesting that as ICT use had become the norm it was no longer necessary to put a particular emphasis on it in the teaching process at school.

Comparison with results achieved in 2001, showed that significant progress had been made in the adoption of ICT in schools – more computers, larger number of broadband connections and increased availability of LANs and websites. While only few teachers had no ICT skills and experience, teacher training was found to be an issue in several new Member States and Greece. Teacher motivation was also an issue in several Member States, to a large extent linked to age.

These previous studies were largely focused on availability of ICT infrastructure and teachers' use, skills and opinions on ICT in schools. Increasingly, however, the policy focus is shifting towards the need for benchmarks on the use of ICT by students. In particular, a recent study carried out on behalf of the European Commission on "Indicators on ICT in Primary and Secondary Education", published in October 2009<sup>7</sup>, found that to meet policy needs in the area of ICT in education, "primary indicators" were needed on the opportunity of students to learn with and/or about ICT both inside and outside school, as well as on students' ICT-related competencies and attitudes. Furthermore, "secondary indicators" were needed to help identify potential causes of weaknesses. Data on indicators in these previous surveys can, therefore, largely be seen as falling under the category of "secondary indicators" – though the indicators on teachers' opinions on the impact of ICT on student performance provide some insight into the impacts on students.

A recent OECD report "Are the New Millennium Learners Making the Grade?" (2010) analyses to what extent investments in technology enhance educational outcomes. One of the most striking findings of this study is that the digital divide in education goes beyond the issue of access to technology. A new second form of digital divide has been identified: the one existing between those who have the right competencies to benefit from computer use, and those who do not. These competencies and skills are closely linked to the economic, cultural and social capital of the student. Furthermore the report demonstrates that there is a variety of profiles of users and thus using ICT for learning. And that dimensions such as self-confidence and critical use of ICT should be taken into account. This corresponds rather well with the definition of Digital Competence as one of the 8 key competences under the Key Competences Recommendation by the European Commission (2006). Surveys focusing on individual learners and their use of ICT as well as their acquired digital competences should therefore be part of any future surveys.

Analyzing the use and impact of ICT in education and training as ICT for learning indicators work have been part of European Commission initiatives such as eLearning and Minerva Programmes, the Lifelong Learning Programme and the Education & Training 2010 Programme.<sup>8</sup> ICT for learning has, since the start, formed an integral part of the E&T 2010 Programme. The work of the ICT cluster<sup>9</sup> illustrates the increased use of new technologies in work, leisure and daily life has raised the importance of Member States learning from each other. The importance of ICT for teaching and learning has been reinforced in the follow-up of the E&T 2010 Programme both in terms of digital competences as an essential life and career competence, as well as the enabling role of ICT for creativity and innovation.

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<sup>7</sup> The report is available on the European Commission website at [http://eacea.ec.europa.eu/llp/studies/studies\\_en.php](http://eacea.ec.europa.eu/llp/studies/studies_en.php).

<sup>8</sup> For an overview see the Commission Staff Working Paper on "The use and Impact of ICT as an enabler of innovation and LLL", Work in progress, 2008.

<sup>9</sup> For further reading, see [www.kslll.net](http://www.kslll.net)

Studies such as a European-wide comparative study on the use and impact of ICT in primary education (STEPS)<sup>10</sup> showed how important it is to apply a variety of research methods to measure and assess the impact of ICT and shift the focus towards the learner and the school as learning organization. An important conclusion was that initial teacher and in-service teacher education should pay more attention to the pedagogical ICT use which is lacking. Teachers are motivated to make use of ICT in their teaching but do not know how to embed it pedagogically. ICT is thus pedagogically under-used. Another result was that ICT is a means to overcome low motivation, social diversity and disengagement and learners participate more actively, especially when more guided, active and inquiry-based pedagogies are being used.

In order to collect up-to-date data on both primary and secondary indicators of ICT use in schools for learning, through a variety of research methods and taking account of the more complex relationships of individuals (learners, teachers/trainers, etc) in the use of ICT for learning and teaching, this study will involve the development of three surveys (on head teachers, class teachers and students), to be carried out and written up in a final report.

## 2 OBJECTIVES

The purpose of this study, therefore, is to benchmark recent progress made in ICT in education by surveying students and teachers on the availability and use, including competences and attitudes, of ICT in schools. The study shall as such contribute substantially to the development of updated, relevant and efficient indicators as well as to the establishment of a long-term and continuous monitoring system on the ICT use ranging from issues such as frequency, purpose and impact/effect.

To this end, the study will comprise three surveys:

1. a **survey of head teachers**, to collect information on the schools and their e-maturity as learning organisations;
2. a **survey of class teachers**, to collect information on the availability and use of, competence in and attitudes towards ICT for teaching/learning;
3. and a **survey of students**, to collect information on students access to (both inside and outside school), use of, competence in and attitudes towards ICT for learning. Both formal as well as non- and informal learning should be addressed.

The surveys will need to be developed in cooperation with DG Information Society and Media (DG INFSO) and DG Education and Culture (DG EAC); according to point 2 of the methodology described below. For the development of the head teacher and classroom teacher surveys, the starting point will be the surveys carried out in the previous surveys and the new surveys should allow for comparison over time with these. The survey of students will have to be newly developed, but should take into account the results of the European Commission funded studies on "indicators on ICT in Primary and Secondary Education", published in October 2009, especially in regard to the choice of indicators and STEPS (2009) as well as other relevant work in this area not mentioned. Important also is to put the survey within a broader international context and to take account of recent developments at OECD (PISA 2009 outcomes, PIAAC,

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<sup>10</sup> "Study on Technology's impact in primary schools" (STEPS) by Empirica and European Schoolnet(2009); "The ICT Impact Report - A review of studies of ICT impact on schools in Europe" (2006) by European Schoolnet. The reports are available on the European Commission website at [http://eacea.ec.europa.eu/llp/studies/studies\\_en.php](http://eacea.ec.europa.eu/llp/studies/studies_en.php).

New Millennium Learners, etc), The Worldbank, the 21<sup>st</sup> Skills Project, etc. as well as ongoing foresight studies on the future of learning in a digital society.

In particular, the teacher surveys should be updated to take account of changes in the educational and technological environment (e.g. higher connection speeds, wireless and mobile devices, use of social networks, web2.0 user produced content, "one-to-one laptop" school policy strategies, pedagogical software, interactive whiteboard, etc.). In particular the head teacher survey should take account of the findings that whole school integration and leadership matters and that there exists a critical level of e-maturity required in terms of efficiency and impact. The class teacher survey should address the competence of pedagogical ICT use and of innovative pedagogical teaching approaches integrated in subjects. The student survey should include indicators on students' access to ICT (both inside and outside school), use of ICT for learning both in formal as well as informal and non-formal learning, the use of ICT and social media, the confident and critical dimensions of using ICT, the impact of use on educational performance, ICT competences and attitudes and on 21<sup>st</sup> century competences development; examples of which can be found in the above mentioned studies– though they are examples only and should not be considered as exhaustive and new indicators will need to be developed.

In terms of **minimum requirements**, the surveys should have the following characteristics:

1. cover the EU 27, Norway, Iceland, Croatia and Turkey;
2. the samples should be constructed in such a way as to allow statistical estimations similarly reliable and representative of the populations in question for each of the countries covered.
3. Weighted EU averages should be calculated for the main indicators both in terms of schools and in terms of population covered by the four categories of schools: primary, lower secondary, upper secondary, and vocational. (Where larger schools that include more than one level are included in the sample, head teachers should be asked to provide separate estimates for each level)
4. Full survey results should be provided on a spreadsheet. In addition to the main variables, to be decided upon in cooperation with Commission staff, the following meta-data should be provided:
  - a. Country
  - b. School level (primary, lower secondary, upper secondary, and vocational)
  - c. Location (metropolitan, urban, rural)
5. The questionnaires and data processing should be developed in close cooperation with the Commission responsible services. At least five meetings with Commission Services in Brussels should be foreseen.
6. tenderers should discuss the main methodological difficulties in the definition of the indicators and for the data collection process and justify the solutions they propose to adopt.
7. In terms of schools' ICT infrastructure/equipment, only computers/ICT used for teaching/learning should be included.
8. Distinction should also be made between access and use of ICT inside and outside school and/or school versus private access and use for learning.

9. School broadband connections should be sub-divided by access technology: ADSL, cable, fibre optic, WLAN and satellite. They should also be split by speed in the following bands: 144-2mbps, 2-5mbps, 5-10mbps, 10-30mbps, 30-100mbps and >100mbps.

As regards **methodology**, it is envisaged that the study will comprise the following stages:

1. **A review of the current literature and desk research of existing surveys.** Before starting the design and development of the surveys, the contractor should carry out extensive research into recent literature and surveys on ICT and education in order to find the adequate starting point for the design and development of the surveys to be carried out in this study. A number of important sources for this research have been mentioned above. This will ensure that the survey design and analysis based thereon will provide added value to the current state of knowledge on ICT and education. A summary of the results of this research should be included in the first draft inception report, laying the basis for the proposed design of the new surveys, together with a preliminary design for the surveys.
2. **Development of the surveys.** In a second stage, the contractor will design the three surveys taking into account the issues and requirements discussed above, the results of the literature and desk research of existing studies and in cooperation with Commission staff. For the development of the surveys, a minimum of three meetings with Commission staff in Brussels are envisaged: Kick-off meeting, first inception meeting and second inception meeting. Other communication will take place by email and telephone. After the completion of this process, the results, i.e. the surveys and their methodological construction will be written up in the draft final inception report, together with the summary review of the literature and existing surveys.
3. **Data collection.** In a third stage, the contractor will carry out the data collection on the three studies in the EU 27 Member States, Norway, Iceland, Croatia and Turkey.
4. **Data analysis.** The fourth stage involves the analysis of the data gathered for the implementation of the three surveys. In doing so, the contractor should make comparison over time with results achieved from previous studies in order to assess trends and progress, as well as across countries for the different levels of education and across different locations with regard to the various indicators on access, use, competency and attitudes etc. of teachers and students with regard to ICT use for education. The results and preliminary conclusions of the analysis shall be written up in an interim report. The contractor shall also provide the Commission with a spreadsheet containing the survey results data.
5. **Final report and recommendations for further policy development.** Finally, the methodology, results and conclusions shall be written up in a final report containing an extensive set of charts and tables and taking into account the comments and feedback received from the various meetings and workshop. The final report shall be accompanied by a set of detailed country profiles, presenting and describing the situation in the 31 countries.

A steering committee, comprised of Commission staff from DG INFSO and DG EAC (with the help of JRC (IPTS and CRELL)) will be set up to provide input and feedback along the different stages of the study.

### 3 DURATION

Duration of the tasks must not exceed **15 months** and is subject to the provisions of Article I.2.3 of the contract.

### 4 DELIVERABLES, MEETINGS AND TIMETABLE

#### 4.1 Deliverables

All documents and reports should be delivered in English in an electronic format that enables the Commission to read and request modifications. Any exchange of advanced copies as well as other non-formal communications shall take place via electronic mail.

The deliverables listed below must be provided by the contractor:

- **Inception report**, which will cover all issues as described in points 1 and 2 of the methodology section and include the results of the discussions with the steering committee and the draft questionnaires. The first draft inception report will be presented and discussed in Brussels during a meeting with the steering committee within 2 months after signature of the contract by the last contracting party. The second draft inception report will be presented and discussed in Brussels during a meeting with the steering committee within the second week of month 4 after signature of the contract by the last contracting party. The final inception report will be finalised after the two inception meetings and will take into account relevant inputs coming from similar activities, studies and events, carried out at the European and international level.
- **Survey results data**, which shall be delivered to the Commission in a suitable electronic format, to be agreed upon with the Commission, for further analysis (e.g. electronic spreadsheet). The survey results data shall be made available to the Commission's services within 10 months after signature of the contract by the last contracting party.
- **Interim study report**, which will cover the results of the data collection as specified in points 3 and 4 of the methodology section. The interim study report will be presented and discussed in Brussels during a meeting with the steering committee within 10 months after signature of the contract by the last contracting party and during a workshop (see paragraph 4.2 below) within 11 months after signature of the contract by the last contracting party. The final interim study report will include suggestions and comments addressed during the meeting and the workshop.
- **Draft final study report**, including the results and recommendations coming from the workshop and the following sections:
  1. an executive summary;
  2. a chapter on the general approach and methodology followed
  3. a detailed analysis of the results of the three surveys, including charts and tables;
  4. the preliminary conclusions;
  5. Annexes containing:
    - a detailed methodological report,
    - the detailed results tables from the surveys,
    - the three survey questionnaires
    - a set of detailed country profiles, presenting and describing the situation in each of the 31 countries;

The draft final study report will be presented and discussed in Brussels during a meeting with the steering committee within 13 months after signature of the contract by the last contracting party.

- An **article** (about 2.500 words) to be published in the Digital Agenda website<sup>11</sup>, detailing the main findings of the study to be delivered during the second week of month 14.
- **Final study report** shall be made available to the Commission's services within 14 months after signature of the contract by the last contracting party. Once approved by the Commission in accordance with section 5 below, the final study report shall be provided in 10 bound paper copies, including annexes, and in a "PDF" format suitable for publication by the Commission's services on the Commission website.

All deliverables shall be made available to the Commission's services at least 7 working days in advance of the related meetings.

## **4.2 Meetings and workshops**

### **Kick-off meeting (first meeting)**

A first kick-off meeting with the contractor 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 methodology to be followed and topics to be included in the questionnaires will be discussed at the meeting.

### **First inception meeting (second meeting)**

An inception meeting with the contractor and the steering committee will be organised by the Commission's services at the Commission's premises in Brussels within 2 months after signature of the contract by the last contracting party. The meeting will focus on the implementation of the methodology, the choice of indicators, the development of the surveys, and the identification of the respondents. As a basis for this discussion, the contractor will prepare and present a draft inception report, taking into account the discussions held in the kick-off meeting and the review of the literature. The first draft inception report should therefore include the summary of the literature review and a proposal for the methodology and design of the surveys. The contractor will prepare a second draft of the inception report on the basis of the outcome of the first inception meeting.

### **Second inception meeting (third meeting)**

A second inception meeting during which the contractor will present the second draft of the inception report will be held within the second week of month 4 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 inception report containing the summary of the literature review, methodology and surveys on the basis of the outcome of the second inception meeting.

### **Interim meeting (fourth meeting)**

An interim meeting during which the contractor will present the interim findings will be held within 10 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.

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<sup>11</sup> [http://ec.europa.eu/information\\_society/digital-agenda/index\\_en.htm](http://ec.europa.eu/information_society/digital-agenda/index_en.htm)

## **Workshop**

A workshop of one day with maximum 40 participants will be organised by the contractor, at the Commission premises in Brussels, within 11 months after signature of the contract by the last contracting party. In case an alternative location for the workshop is proposed by the contractor, this has to be agreed by the Commission in advance and to remain within the budget foreseen in the tender.

The aim of the workshop is to inform relevant stakeholders and experts about the findings of the study, validate and collect their views on those, as well as more general views, in particular on current and future developments in the area of the study and policy implications. This will require the contractor preparing a short document and/or presentation, which will summarise the findings of the study and will raise issues for discussion at the workshop. The contractor will also prepare the workshop (agenda, invitations, speakers, participants, etc.) and manage the discussion together with the Commission. The feedback from the workshop will be incorporated in the interim and in the final study report as described above.

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

- Setting the workshop agenda in cooperation with the Commission;
- Identifying participants and speakers in cooperation with the Commission;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for speakers and participants;
- Financing the travel and accommodation expenses for speakers;
- Any speakers' fees;
- Cost of providing catering during the workshop;
- Printing and distributing relevant information material for speakers and participants.

## **Final meeting**

A final meeting with the steering committee during which the contractor will present the draft final study report will be held within 13 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.

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

### 4.3 Timetable

Deliverable ↓	Meeting ↓	Month →	1	2	4	10	11	13	14
	Kick-off meeting								
	First inception meeting								
	Second interim meeting								
Inception report									
Survey data results									
Interim study Report									
	Interim meeting								
	Workshop								
Draft final study report									
	Final meeting								
Article									
Final study report									

### 5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES

After reception of each study report/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.

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

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

## **PART 2: ADMINISTRATIVE DETAILS**

### **1 ELIGIBILITY REQUIREMENTS**

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

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

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

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

### **ADMISSIBILITY OF TENDERS**

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

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

### **2 ADMINISTRATIVE REQUIREMENTS**

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a joint tender or through subcontracting. Tenders may also combine both approaches. Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

#### **2.1 Different ways to submit a tender**

**Options 1 to 4 below describe the different ways to submit a tender.**  
**Please make sure 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) a **new legal entity** which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract.**

### **2.2.2 Subcontracting**

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole.** The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.

## **2.3 Identification of the tenderer – List of Forms & Evidences Required**

**Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:**

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

- Annex 2: Legal Entities form<sup>12</sup> (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)  
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 3: Financial Identification form<sup>13</sup> (ORIGINAL filled in according to the instructions contained in this form)  
If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form<sup>14</sup> (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)  
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

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

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<sup>12</sup> A standard template in each EU language is available at [http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

<sup>13</sup> A standard template in each EU language is available at [http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

<sup>14</sup> A standard template in each EU language is available at [http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

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

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

### **3 SIGNATURE OF THE TENDER**

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

### **4 LAYOUT OF THE TENDER**

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

#### **4.1 Administrative section**

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.** The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

#### **4.2 Technical section**

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below. The Commission will reject tenders where no technical offers are proposed.

#### **4.3 Financial section**

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.
- The price quoted must **be firm and not subject to revision.**
- The European Commission, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT).

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

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

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

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

(a) Professional fees. The daily rates and total number of person-day for each member of staff working on the contract must be specified.

(b) Travel and subsistence expenses (including costs of attendance of future contractor's representative(s) at meetings and/or workshops with the Commission as foreseen in section 4.2, part 1). In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.

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

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

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

The total price quoted cannot exceed EUR 900 000 (NINE HUNDRED THOUSAND 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 Union's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

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

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

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

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

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

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

**5.1.4. In addition, for contracts of a value higher than EUR 125.000, ONLY the tenderer to whom the contract is to be awarded** shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a

certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award.**

- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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

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

#### **5.1.5. Administrative and financial penalties**

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

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

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

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

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

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

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

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

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.
6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
  - (a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;
  - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.
7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.

8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

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

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

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

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

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

## 5.2 Selection criteria

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

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

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

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

### 5.2.1 Professional information

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

### 5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract
Documentary evidence:	<p>Photocopies of annual income statements and balance sheets or extracts there from signed by the authorised representative of the legal entity for the last three financial years, where applicable, as approved by the general assembly of the company, audited and/or published</p> <p><b>AND</b></p> <p>Statements of overall turnover and turnover from contracts in the field of ICT and education in the last three financial years</p>

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

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

### 5.2.3 Technical background

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of ICT and education.
Documentary evidence:	List of contracts (e.g. studies), research and projects in the field of ICT and education 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:	<p>Concise but informative curricula vitae of team members, demonstrating professional experience, including the requisite language skills, in the field of ICT and education of at least 3 years.</p> <p>The Europass curriculum vitae template (available at <a href="http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp">http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp</a>) shall be filled in by each person involved in the execution of the tasks foreseen in the tender. Please make sure the precise contractual link with the tenderer is clearly indicated.</p>

Criterion:	Management capability
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Documentary evidence:	List of contracts of a value of at least 200 000 euros each, performed by the tenderer(s) (including subcontractor(s), if any) in the last three years. <sup>15</sup>
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### 5.3 Award criteria

#### 5.3.1 Technical award criteria

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
<p><b>1. Understanding of the tasks required</b></p> <ul style="list-style-type: none"> <li>• Understanding of specific and long-term objectives</li> <li>• Value added in respect of information included in the tender specifications</li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>	<b>30</b>	<b>15</b>
<p><b>2. Technical quality of the tender</b></p> <ul style="list-style-type: none"> <li>• Completeness and full coverage of the scope of the tasks</li> <li>• Quality of the methodological approach</li> <li>• Methodology to collect and analyse data / Soundness and appropriateness of the proposed analysis tools and data gathering techniques</li> <li>• Quality of proposed deliverables</li> <li>• Quality and extent of contacts proposed with relevant public and private stakeholders for the literature review and preparation of the surveys in the sphere of ICT and education.</li> <li>• Relevance, quality and completeness of the information proposed to be used, and of the analysis proposed to be undertaken</li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>	<b>50</b>	<b>25</b>
<p><b>3. Management</b></p> <ul style="list-style-type: none"> <li>• Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a workplan or timetable)</li> <li>• Sound and realistic allocation of financial and human resources, including allocation of expertise</li> </ul>	<b>20</b>	<b>10</b>

<sup>15</sup> 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)		
<b>TOTAL</b>	<b>100</b>	<b>60</b>

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 and calculated according to the following formula:

$$S_x = \left( \frac{CP}{PT_x} \right) * 30 + \left( \frac{TQS_x}{100} \right) * 70$$

where:

$S_x$  = score for tender  $x$

$CP$  = cheapest price

$PT_x$  = price of tender  $x$

$TQS_x$  = total quality score

## 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 150000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

## 8 VALIDITY OF THE TENDER

Period of validity of the tender shall be nine months from the closing date for submission of the tender given above.

## 9 ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

## 10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT

## 11 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

## 12 RESULTS

The results of the service must be forwarded to the European Commission in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results.

## 13 DISCLAIMER

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

**The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.**

**PART 3: ANNEXES**

**ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM**

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)<sup>16</sup></u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

<sup>16</sup> Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

## **ANNEX 2: LEGAL ENTITIES FORM**

**As required in PART 2 under section 2.3 of the tender specifications.**

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

## **ANNEX 3: BANK IDENTIFICATION FORM**

**As required in PART 2 under section 2.3 of the tender specifications**

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

<p style="text-align: center;"><b>ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</b></p>
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The undersigned [*name of the signatory of this form, to be completed*]:

in his/her own name (*if the economic operator is a natural person*)

or

representing (*if the economic operator is a legal person and the declaration is signed by a director or person with powers of representation*)

official name in full:

official legal form:

official address in full:

VAT registration number:

declares that he/she / the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

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

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

- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above<sup>17</sup>.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

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<sup>17</sup> Mandatory for contracts of value above €125 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

**ANNEX 5: POWER OF ATTORNEY**<sup>18</sup>

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

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
  - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
  - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
  - (a) The lead partner shall submit the tender on behalf of the group of partners.
  - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
  - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

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

Signed in ..... on [dd/mm/yyyy]

Place and date:

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

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<sup>18</sup> To be filled in and signed by each of the partners in a joint tender, except the lead partner;

**ANNEX 6a: LETTER OF INTENT FOR SUB-CONTRACTORS**

**Survey of Schools: ICT and Education**

The undersigned: .....

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

Address: .....

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

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

Place and date:

Name (in capital letters) and signature:

**ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS**

**Survey of Schools: ICT and Education**

The undersigned: .....

Address: .....

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation<sup>19</sup>.

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

Place and date:

Name (in capital letters) and signature:

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<sup>19</sup> Available at [http://ec.europa.eu/budget/documents/financial\\_regulation\\_en.htm](http://ec.europa.eu/budget/documents/financial_regulation_en.htm)

## CHECKLIST OF DOCUMENTS TO BE SUBMITTED

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

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