

TENDER SPECIFICATIONS

European Data Market

SMART 2013/0063

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PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

1.1 INTRODUCTION

The intelligent use of data enables the creation of new products, the optimisation of the production or delivery processes, the improvement of the market, new organisation and management approaches, and the reinforcement of research and development.

The data value chain is at the centre of the future knowledge economy, bringing the opportunities of the digital developments to the more traditional sectors (e.g. transport, financial services, health, manufacturing, retail). A better use of data, building on progress in data-analytics and processing, has the potential to transform Europe's service industries and significantly increase their efficiency. This unlocked value of data, coming from both public and private sources, will enhance a wide range of new innovative information products and services thereby increasing the productivity of European companies, including SMEs. It is also a key area for web entrepreneurship, given that there are no capital-intensive barriers preventing market entry, in particular, in the light of developments such as cloud computing, high-performance computing and the availability of abundant bandwidth.

The data economy is an area that has been going through a steep growth curve. It has immense internal dynamics with new needs constantly arising from both the side of the internal stakeholders as well as from the external environment.

The intelligent processing and use of data are also essential for addressing societal challenges as well as for tackling environmental challenges. A more effective use of data across the economy and society will contribute to achieving the aims of the Digital Agenda for Europe¹ and to realising the potential of the Digital Single Market. It will contribute to smart, sustainable and inclusive growth and the creation of jobs throughout the EU.

1.2 THE VALUE OF DATA

Over the last years, data has become a key asset for the economy and society similarly to the classic categories of human and financial resources. While it seems to be more and more recognised that data has a huge economic potential to be exploited, there is only limited amount and depth of information available on the size of this potential and the related activities in the context of the European Union.

A better use of data is expected to generate a wide range of innovative information products and services. It will also increase the productivity of all sectors of the economy through improved business intelligence. In addition, it helps us better address societal challenges. Finally it will improve research efficiency and speed up innovation.

As far as the public sector is concerned, better use of data will lead to cost reduction of operations, increase of efficiency and better and more personalised services for citizens.

¹ <https://ec.europa.eu/digital-agenda/en/our-goals>.

Even though it is without any doubt that all the above is happening already, there is limited information available as regards the facts and figures in the EU context in this respect.

Coordinated actions across Member States are necessary to maximise the value extraction out of data for the benefit of the EU economy and society, setting targets and measuring progress towards them can only be possible if facts and figures on the European data ecosystem as well as the on-going trends are available both at the level of the individual Member States and also at aggregated EU level.

Value extraction from data can be maximised only in a coherent data ecosystem joining up large software firms, SMEs, data-intensive sectors (private and public), researchers, academic institutions and capital providers. This data ecosystem will support intensified cooperation between the various stakeholder groups so that they work towards the achievement of mutually reinforcing objectives. A coherent European data ecosystem is the corner stone of stimulating research and innovation around data as well as of the uptake of data services and products in the EU.

2 OBJECTIVES

2.1 OBJECTIVES

The purpose of this call for tenders is to measure the progress as regards the size and the trends of the European data economy by developing a European data market monitoring tool and taking measurements during the duration of the contract with the objective of supporting the Data Value Chain policy of the European Commission also in respect of further development of the community of relevant stakeholders around data.

Better understanding the market development is a pre-condition for measuring progress on some key policy targets in the context of the European Union. These key policy targets are the following:

- increase the number of data workers (including data scientists);
- increase the number of data-related companies (including start-ups and fast-growing SMEs);
- increase the number of data services and products;
- increase the revenue generated based on data (directly or indirectly);
- improve the use of data for decision-making processes both in the private sector and in the public sector;
- increase efficiency in the data-intensive sectors with the help of better use of data;
- increase citizens' use of data for informed behavioural decisions;
- increase the size of the data market in the EU.

In addition, facts and figures need to be provided on key issues such as the abundance of data-related jobs and the availability of workforce with the required data-related skills. In addition to the economic dimension, attempts need to be made to address the societal and environmental aspects when it comes to the impacts of a better use of data in the European Union.

For the purpose of measuring the economic, societal and environmental impacts of the value extraction from data (including progress on the key policy targets and related aspects

listed in the previous paragraph), a European data market monitoring tool will be set up. Setting up such a tool is the primary objective of the current call. It is to be emphasised, however, that the monitoring tool is not a mere follow-up of the indicators listed above but would be composed of various elements which are identified as specific objectives of this call.

It is to be noted that the European data market monitoring tool is expected to provide information on both the European Union as a whole and on the individual Member States as well as for the economy as a whole and also to provide a break-down by economic sector. As far as the EU dimension is concerned, information is to be provided both in absolute terms and in relative terms, as compared to the main competitors in the global data economy, including the USA and countries and/or regions of the world economy that have a similarly developed data market as that of the EU.

The European data market monitoring tool is also meant to provide valuable information for the regular reviews of the Digital Agenda Scoreboard². At the same time, the tool will also provide policy conclusions deriving from the gathering of facts and figures, quantified stories and community building activities to support the policy initiatives and actions of the European Commission with regard to the data value chain and a coherent data ecosystem in Europe.

The specific objectives of the services to be purchased are threefold:

- a. Providing facts and figures on the size and trends of the European data market.** The contractor will have to follow and report on a regular basis on the facts and figures of the European data market. For this purpose a European data market monitoring tool should be developed. The contractor will be required to develop the key definitions and the methodology for this. The collection of facts and figures, the methodology is to be laid down as a first step in order to set up the European data market monitoring tool. This methodology will put special emphasis on the methods and means of gathering, processing and validating facts and figures on the European data economy. As a minimum, data is to be provided both on the EU as a whole (covering the 28 Member States and, where possible, also the EEA countries) and all the individual Member States (the 28 Member States and, where possible, also the EEA countries) for the whole economy and also by economic sector on the following indicators:

- 1) number of data workers (including the number of data scientists);
- 2) number of data-related companies (including the number of data-related start-ups and fast-growing SMEs);
- 3) revenue generated by data-related companies (including data-related start-ups and fast-growing SMEs); and
- 4) the size of the data market. Facts and figures on these four sets of indicators are to be provided both in absolute terms and also in relative terms, i.e. compared to at least three of the major competitors of the European Union in the global data economy, including the USA, which are comparable with the EU data market.

The list of indicators is not exhaustive, the contractor is expected to provide facts and figures on at least two further aspects of the EU data economy (both for the EU as a whole and for all the individual Member States, both in absolute terms and relative terms, as compared to at least three of the main competitors of the EU in

² <https://ec.europa.eu/digital-agenda/en/scoreboard>.

the global data economy, including the USA, which are comparable with the EU data market). The European data market monitoring tool is also meant to provide valuable information for the regular reviews of the Digital Agenda Scoreboard. For that purpose, the contractor has to ensure that information provided under this contract is comparable with regard to the relevant indicators of the Digital Agenda Scoreboard.

Activities linked to specific objective a) will use 60% of the overall budget.

- b. Providing stories about various aspects of the European data market including quantitative facts and figures not yet covered by the indicators listed in specific objective a).** The contractor will have to look for descriptive stories on the European data economy that add on to the facts and figures gathered under specific objective a). Each story will have to contain a series of verifiable facts and figures not yet covered under specific objective a) as regards the various aspects of the European data economy.

These aspects can be the following:

- 1) How efficiency has increased in the data-intensive sectors with the help of better use of data;
- 2) How the use of data for decision-making processes has improved both in the private sector and in the public sector;
- 3) Abundance of data-related jobs and the availability of workforce with the required data-related skills;
- 4) The societal dimension of a better use of data;
- 5) The environmental dimension of a better use of data;
- 6) The impact of citizens' use of data on informed behavioural decisions, and
- 7) The economic and social benefits of increased data interoperability (by the use of standards).

The contractor is invited to identify further key areas to be examined that are relevant from the point of view of size and trends of the EU data economy. The contractor will have to prepare and submit to the European Commission a minimum of twelve quantified stories during the 37 months while the service contract is implemented. Special attention is to be paid to the geographic and sectoral balance of the examples examined in detail in the quantified stories. Activities linked to specific objective b) will use 20% of the overall budget.

- c. Further development of the community of relevant stakeholders in the EU in order to be able to effectively address specific objectives a) and b).** There have been communities around data in Europe that can be further developed and linked to each other so that a European data ecosystem can gradually be established. This European data ecosystem will stimulate research and innovation around data as well as the uptake of data services and products in Europe. It will be made up of large software firms, SMEs, data-intensive sectors (private and public), researchers, academic institutions and capital providers. While gathering information on the indicators under specific objective a) and while providing quantified stories under specific objective b), the contractor is also expected to visualise the European data landscape as it is constituted by the major actors of the European data ecosystem. The contractor will have to make use of all the available innovative means and channels to tie the links between these various stakeholder groups closer so that they identify and foster possible synergies and areas of collaboration between themselves. The objective is to reach a large number of stakeholders in each stakeholder group as well as the most significant and most representative members of each stakeholder community, i.e. large software firms, SMEs, data-intensive

sectors (private and public), researchers, academic institutions and capital providers. The future contractor will also make use of alternative ways of information gathering such as crowd-sourcing, including social media (LinkedIn, Twitter, etc.) and any other professional web 2.0 networks. The use of more traditional ways of bringing stakeholders together can also be considered in the form of physical or web-based events, for instance workshops or webinars. If the contractor opts for the organisation of events, the events will have to be organised outside Commission premises and possibly directly preceding or following another major event on data like the European Data Forum or events of a similar scale. One objective of such events is to complement the activities referred to under specific objectives a) and b) by enhancing the evidence base and discuss and evaluate the possibility of crowd-sourcing facts and figures. Participants of such event may be asked to (1) contribute facts and figures on the data economy in the Member States or Europe, (2) bring in datasets for reuse so that it can be demonstrated how value can be generated from those datasets. Activities linked to specific objective c) will use 20% of the overall budget.

2.2 METHODOLOGY

The study should be developed following a clear methodology covering all aspects of the study. Tenderers are free to propose the specific methodology, taking into account the context and objectives of the study and the following conditions:

- as a first step, the key definitions and the methodology of the European data market monitoring tool to gather facts and figures needs to be laid down and agreed upon with the European Commission. As part of this, the contractor will demonstrate how comparability of data and technical interoperability with the Digital Agenda Scoreboard³ are ensured.
- facts and figures listed under specific objective a) should provide information both on the EU as a whole and all the individual Member States separately and both for the economy as a whole and also per economic sector. Facts and figures on the indicators are to be provided both in absolute terms and also in relative terms, and compared to at least three of the major competitors of the European Union in the global data economy;
- special attention is to be paid to the geographic and sectoral balance of the examples examined in detail in the quantified stories linked to specific objective b) so that a balance is maintained by EU Member States/regions as well as the economic sectors examined in the quantified studies;
- the further development of the community of stakeholders should be realised on the basis of a thorough analysis (desk research and face-to-face contacts) of the actual and potential players in the EU data ecosystem and by making maximum use of innovative and modern means and channels to bring the various stakeholder groups together. It is also expected to set up the visualisation of the European data landscape, i.e. identify and indicate by name the major actors of a European data ecosystem.

The analysis of today's situation should build on existing analysis and sources of information.

³ <http://ec.europa.eu/digital-agenda/en/download-data>.

More generally, the study should be based on data from a variety of sources such as company, industry, government, trade journals and organisations, as well as market studies. It should include information from literature reviews and discussions/interviews with technology/market experts and key stakeholders in the data economy. Efficient use of available networks should be made by liaising with relevant stakeholder groups such as large software firms, SMEs, data-intensive sectors (private and public), researchers, academic institutions and capital providers.

The analysis of Europe's current and future perspectives for the data market could be based on scenarios for future development, but tenderers are free to propose their own specific methodology.

3 DURATION

Duration of the tasks must not exceed 37 months starting from January 2014 (estimated start date) and is subject to the provisions of Article I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

4.1.1 The deliverables listed below must be provided by the contractor

The main deliverables of the project will be the facts and figures provided on the indicators under specific objective a) on the one hand, and the quantified stories provided under specific objective b) on the other hand.

The description of the methodology (based on the key definitions as set out in the Inception Report) of setting up a European data market monitoring tool and gathering, processing, validating related facts and figures is to be submitted to the European Commission at the latest in month five (5) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract.

Reports on the facts and figures listed under specific objective a) will be submitted to the European Commission in months fifteen (15) and twenty-seven (27) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. The reports shall be accompanied by digital files containing the data (including intermediary sub-results, raw data and intermediary analyses).

Datasets provided in the interim study reports on the facts and figures listed under specific objective (a) as well as descriptive stories on the European data economy and the data contained in these stories as under specific objective (b) submitted to the European Commission in months fifteen (15) and twenty-seven (27) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract, will meet the following requirements:

- **Data should be provided as structured data in a machine-readable format⁴** (e.g. in the form of a spread sheet and/or an RDF file) for Commission internal usage **and for**

⁴ See definitions for "structured data" and "machine readable" format in art 3 of Commission Decision (2011/833/EU)

publishing on the Open Data Portal, in compliance with Commission Decision 2011/833/EU⁵.

- The data delivered should be **linked to data resources** external to the scope of the study, preferably data and semantic resources from the Commission, including those contained in the EU Open Data Portal.⁶ The tenderer should describe in the offer the approach they will adopt for data linking⁷.
- In case of statistical data that could be used to derive/compute indicators (e.g. for benchmarking the Digital Agenda), the contractor should use the following template, based on the DataCube vocabulary, to format such derived indicators and transmit them to the Commission: <http://ec.europa.eu/digital-agenda/en/download-data>. If necessary, the tenderer will liaise with the colleagues in the European Commission responsible for the Digital Agenda Scoreboard in order to clarify the technical specifications.
- The data delivered should **include the appropriate metadata** (e.g. description of the dataset, definition, label and sources for the variables, notes) to facilitate reuse and publication, preferably using the metadata schema of the Open Data Portal.⁸

Furthermore, the tenderer will

- provide, if necessary for reasons of data protection and/or commercial confidentiality, separate sets of reports on the facts and figures listed under specific objective a) as well as descriptive stories on the European data economy and the data contained in these stories as under specific objective b) for internal usage and for publication on the Open Data Portal and reuse under the provisions of Commission decision 2011/833/EU. The tenderer shall specify in the offer for which parts of these deliverables and/or to which level of granularity it can agree to publication and allowing reuse.

The contractor will provide policy conclusions deriving from the gathering of facts and figures, quantified stories and community building activities to support the policy initiatives and actions of the European Commission with regard to the data value chain and a coherent data ecosystem in Europe. Such policy conclusions will be submitted to the European Commission, as part of the reports on the facts and figures listed under specific objective a), in months fifteen (15) and twenty-seven (27) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract.

The contractor will have to prepare and submit to the European Commission a minimum of twelve quantified stories during the 36 months from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. This means that one quantified story is to be submitted to the European Commission every three months in the course of the implementation of the contract.

As for the community building activities (events or other) to be organised, a first version of the visualisation of the European data landscape (identification and indication by name of

⁵ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2011:330:0039:0042:EN:PDF>.

⁶ Other examples include <https://joinup.ec.europa.eu/asset/all> and <http://eurovoc.europa.eu/>

⁷ See: http://en.wikipedia.org/wiki/Linked_data and the tutorials proposed on the Commission Open Data Portal: <http://open-data.europa.eu/en/linked-data>;

⁸ <http://open-data.europa.eu/files/MetadataVocabulary.ods>

the major actors of a European data ecosystem) is submitted to the European Commission in month five (5) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. Then an updated version of the visualisation (taking into account the developments of the European data economy) is to be submitted to the European Commission as part of the two Interim Study Reports in months fifteen (15) and twenty-seven (27) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. Progress on the community building activities (events or other) described in the offer should also be reported on in the two Interim Study Reports and in the Final Study Report made available to Commission's services in months fifteen (15), twenty-seven (27) and thirty-five (35) respectively from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. In case the contractor opts for the organisation of events linking to the objective of community building, the events have to be organised outside Commission premises and possibly directly preceding or following another major event on data in Europe. If the contractor opts for other means and channels than physical or web-based events to reach out to the stakeholders in an EU data ecosystem, deliverables need to be adapted according to the means and channels chosen and clearly described in the offer.

In addition, and for administrative and monitoring purposes by the Commission services, the following reports must be provided by the contractor:

- I. Inception Report** - This report must contain a detailed planning of activities foreseen in the offer (timetable), including the key definitions, methodology and allocation of resources. The Inception Report shall be made available to the Commission's services within 3 months from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. The final version of the report will be delivered 2 weeks after the inception meeting.
- II. 2 Periodic Progress Reports** shall be made available to the Commission's services covering the work up to months twelve (12) and twenty four (24) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. These reports will describe the work carried out and will include e.g. time-sheets on person/days consumption, travel details, use of consumables, and any other relevant information regarding the use of resources in the performance of the contract.
- III. 2 Interim Study Reports shall be made available to the Commission's services** in months fifteen (15) and twenty-seven (27) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. These will describe the work carried out and the results obtained and measured according to the indicators to be defined in the tender. The first Interim Study Report will describe the work carried out and results obtained with regard to 1) the first report on policy conclusions and the key facts and figures listed under specific objective a), 2) the quantified stories linked to specific objective b) and 3) the community building activities (including events organised by the contractor, if any, and the visualisation of the European data landscape) linked to specific objective c). The second Interim Study Report will describe the work carried out and the results obtained with regard to 1) the second report on policy conclusions and the key facts and figures listed under specific objective a), 2) the quantified stories linked to specific objective b) and 3) the community building activities (including events organised by the contractor, if any, and the visualisation of the European data landscape) linked to specific objective c).
- IV. Final Study Report:** The final study report shall be made available to the Commission's services within thirty-five (35) months from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. A draft of the report shall be made available to the Commission's services for information 5 working days before

the final meeting. The report should be finalised after the final meeting taking into account all observations and comments raised at the meeting. The final study report shall be made available within 2 weeks after the final meeting. The Final Study Report will describe the work carried out and results obtained with regard to 1) any developments and follow-up on the reports on policy conclusions and the key facts and figures listed under specific objective a), 2) the quantified stories linked to specific objective b) and 3) the community building activities (including events organised by the contractor, if any, and the visualisation of the European data landscape) linked to specific objective c).

V. The Final Progress Report will describe the overall work carried out and will include e.g. time-sheets on person/days consumption, travel details, use of consumables, and any other relevant information regarding the use of resources in the performance of the contract. The Final Progress Report shall be made available to the Commission's services within thirty-five (35) months from the starting date of the execution of tasks as stated in Art I.2.3 of the contract.

4.1.2 Report format

All deliverables must be written in English.

All reports should be consistent in style (headings, margins, citations, bibliography, etc) and contain a short executive summary. The contractor is required to properly apply quotation techniques and particular care will be taken to verify improper reuse of existing material.

All reports will be submitted in 2 paper copies and in electronic format (.doc/.docx, .xls/.xlsx, .ppt/.pptx or equivalents in open formats). Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

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

4.1.3 Content

4.1.3.1 Final Study Report

The final study report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- the following standard disclaimer:

"By the European Commission, Directorate-General of Communications Networks, Content & Technology.

The information and views set out in this publication are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein.

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[NB: The contractor ensures that the following condition is fulfilled:

No third-party textual or artistic material is included in the publication without the copyright holder's prior consent to further dissemination and reuse by other third parties.]

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[Replace XXXX with the year of publication]

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

The *Final Study Report* shall be provided in 2 bound paper copies including annexes and in a .pdf format suitable for publication by the Commission's services on Commission websites. In addition, the executive summary shall be provided in 3 bound paper copies (for each of the two languages), and in a .pdf format suitable for publication by the Commission's services on Commission websites.

4.1.3.2 Publishable executive summary

The publishable executive summary shall be provided in both in English and French and shall include:

- the following standard disclaimer:

"By the European Commission, Directorate-General of Communications Networks, Content & Technology.

The information and views set out in this publication are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein.

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[Replace XXXX with the year of publication]

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

4.1.3.3 Abstract

The abstract provided both in English and French in the Final Study Report (see point 4.1.3.) in no more than 200 words shall be provided as well in a separate document for the purpose of the description of the study on the website of the EU Bookshop⁹.

No identifiers shall be incorporated on this file.

4.1.4 Structure

The **Final Study Report** shall include the following sections:

1. Executive summary
2. Section on activities linked to specific objective a)
3. Section on activities linked to specific objective b)
4. Section on activities linked to specific objective c)
5. Conclusions
6. Annexes

4.1.5 Graphic requirements

The new visual identity applies to all commission services and related bodies.

For graphic requirements please refer to the template provided in the annex 10, "Visual identity template for DG CONNECT studies". The cover page shall be filled in by the contractor in accordance with the instructions provided in the template.

In case you foresee other logos than the Commission logo, the additional logo may only be placed on the cover page of the study if they are one of the following categories:

- a logo duly authorised by the Secretary General and the Director-General for Communication of the European Commission;
- the logo of the author of the study (i.e. the contractor);

4.2 Meetings

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor's team, as required. Other knowledgeable external experts might be invited to participate by the Commission. The meetings will be chaired by a Commission representative and, as a general rule, will take place in Luxembourg.

The aim of the meetings will be to guide the work of the contractor. In particular, they will allow setting-up the initial orientations, review progress in critical milestones and review the deliverables of the assignment.

Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

⁹ <https://bookshop.europa.eu/en/home/>.

As a minimum, six working meetings, foreseen in order to properly supervise the contract, will take place in the European Commission premises in Luxembourg. The European Commission maintains the right to call for further meetings via video conference or phone conference when judged necessary in the course of the implementation.

First Meeting

A first meeting will be organised by the Commission's services within 1 month from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. The meeting will take place either by video-conference or phone-conference. The objective of this meeting is to bring in contact at an early stage the contractor and the Commission, so that the drafting of the inception report can start on the basis of adequate input.

Inception meeting

A second meeting to discuss the draft inception report will be organised by the Commission's services at the Commission's premises in Luxembourg within 3 months from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

Interim meetings

Interim meetings during which the contractor will present the progress of work will be held at months six (6), seventeen (17) and twenty-nine (29) from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. The interim meetings will review the progress achieved and fine-tune planning for the work ahead. The European Commission may decide for organising one or more of the interim meetings by means of video-conference or phone-conference.

Final meeting

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 35 months from the starting date of the execution of tasks as stated in Art I.2.3 of the contract. It will be organised by the Commission's services at the Commission's premises in Luxembourg. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

If the tenderer decides to propose the organisation of on-site events, activities and items related to the further development of the community of relevant stakeholders in the EU in order to be able to effectively address specific objectives a) and b) as referred to under specific objective c), all costs must be borne by the contractor or by third parties. Costs that the tenderer proposes to bear must be included in the price.

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

4.3 Timetable

| Deliverable ↓ | Meeting ↓ | Month → | | | | | | | | | | | | |
|--|---------------------|-------------------|-------------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | First meeting | | 1 | | | | | | | | | | | |
| | Inception meeting | | 3 | | | | | | | | | | | |
| Inception report | | | 3 | | | | | | | | | | | |
| Methodology | | | | 5 | | | | | | | | | | |
| | Interim meeting 1 | | | 6 | | | | | | | | | | |
| Report on datasets on facts and figures (under specific objective a)) to be submitted as part of the two Interim Study Reports | | | | | | | 15 | | | | 27 | | | |
| Quarterly quantified stories (under specific objective b)) | | | 3 | 6 | 9 | 12 | 15 | 18 | 21 | 24 | 27 | 30 | 33 | 35 |
| Visualisation of the European data landscape | | | | 5 | | | 15 | | | | 27 | | | |
| Policy conclusions | | | | | | | 15 | | | | 27 | | | |
| Community building | | | 1-35 | | | | | | | | | | | |
| First Periodic Progress Report | | | | | | 12 | | | | | | | | |
| First Interim Study Report | | | | | | | 15 | | | | | | | |
| | Interim meeting 2 | | | | | | | 17 | | | | | | |
| Second Periodic Progress Report | | | | | | | | | | 24 | | | | |
| Second Interim Study Report | | | | | | | | | | | 27 | | | |
| | Interim meeting 3 | | | | | | | | | | | 29 | | |
| | Final meeting | | | | | | | | | | | | | 35 |
| Final Study Report | | | | | | | | | | | | | | 35 |
| Final Progress Report | | | | | | | | | | | | | | 35 |

5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES

5.1 Report(s)

After reception of each report included in section 4.1 above, except for the reports linked to payments, the Commission will have 30 calendar days in which:

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

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

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

5.2 Other Deliverables

Except for the deliverables linked to payments, the Commission shall have 30 calendar days from receipt to approve or reject the deliverables, and the Contractor shall have 15 calendar days in which to submit additional information or a new deliverable.

For the reports and deliverables linked to the payments we refer to article I.4 of the contract.

6 LAYOUT/CONTENT OF THE WORK PLAN

Offers should include a detailed work plan. The work plan should specify the management structure as well as the responsibility of each member of the team, including the main contractor and/or sub-contractors.

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

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

The present tender documents are drawn up in respect of the Financial Regulation (EU, Euratom) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, as well the Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, hereinafter referred to as the Financial Regulation.

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

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

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

ADMISSIBILITY OF TENDERS

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

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

2 ADMINISTRATIVE REQUIREMENTS

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

2.1 Different ways to submit a tender

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

- Option 1:** Submission by **one tenderer: Private / Public entity / Individual.**
- Option 2:** Submission by **partners** as defined under section 2.2 below.
One must be designated as **lead partner/contractor.**
- Option 3:** Submission by **one tenderer with subcontractors** as defined under section 2.2 below
- Option 4:** Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

The tender must include a cover letter (Annex 9) presenting the name of the tenderer (including all entities in case of joint offer as well as their roles) and identified subcontractors if applicable.

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.7 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 form¹⁰ (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 form¹¹ (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 form¹² (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

¹⁰ A standard template in each EU language is available at

¹¹ A standard template in each EU language is available

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

¹² A standard template in each EU language is available at

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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

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

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

3 SIGNATURE OF THE TENDER

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

4 LAYOUT OF THE TENDER

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

4.1 Administrative section

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

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

4.2 Technical section

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

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

4.3 Financial section

The price quoted must fulfil the following requirements:

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

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

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

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

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

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

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

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

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

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

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

5 EVALUATION OF TENDERS

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

- The Commission verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- For all tenderers that are not in one of the situations covered by the exclusion criteria, the Commission verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- For those tenderers that have met the minimum requirements for the selection criteria, the Commission assesses the **tender** on the basis of the award criteria (third step, see section 5.3 below).

5.1 Exclusion Criteria

5.1.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 106(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 or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- (d) they are not in compliance with their 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 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 or persons having powers of representation, decision making or control over them have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- (f) they are currently subject of an administrative penalty referred to in Article 109(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.

Points (b) and (e) of the first subparagraph shall not apply where the candidates or tenderers can demonstrate that adequate measures have been adopted against the persons having powers of representation, decision making or control over them, who are subject to a judgement as referred to in points (b) or (e) of the first subparagraph.

For the purpose of the correct application of paragraph 1, the candidate or tenderer, whenever requested by the contracting authority, shall:

(a) where the candidate or tenderer is a legal person, provide information on the ownership or on the management, control and power of representation of the legal person and certify that they are not in one of the situations referred to in paragraph 1 of Article 106 of the Financial Regulation;

(b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 106 of the Financial Regulation

5.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 107 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 misrepresenting 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 106(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 106(1) or 107 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 130 000, 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 106(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, a recent equivalent document issued **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. 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. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 106(1) of the Financial Regulation, recent certificates or letters issued by the competent authorities of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award.** 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.

- 2) Where the document or certificate referred to in the first subparagraph 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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Depending on the national legislation of the country in which the candidate or 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 109 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) contractors, candidates or tenderers in the cases referred to in point (b) of Article 107(1) 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 shall first give the person concerned an opportunity to present his or her 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) the exclusion of the candidate or tenderer or contractor concerned from the contracts and grants financed by the 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 141 of the Regulation laying down the rules of application of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall include all illegal activities detrimental to the Union's financial interests and be in particular 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 participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA (OJ L 300, 11.11.2008, p. 42);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 2005/60/EC of the European Parliament and of the Council (OJ L 309, 25.11.2005, p. 15).;
 - (e) cases of terrorist offences, offences linked to terrorist activities, and inciting, aiding, abetting or attempting to commit such offences, as defined in Articles 1, 3 and 4 of Council Framework Decision 2002/475/JHA (OJ L 164, 22.6.2002, p.3).
5. Pursuant to article 142 of the Regulation laying down the rules of application 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 108(2) and (3) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 106(4) of the Financial Regulation.

6. The period referred to in Article 106(4) 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 106(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 106(1)(c) of the Financial Regulation where the misconduct relates to contracts with the institution concerned.

For the purposes of point (b) of the sixth subparagraph, if the grave professional misconduct was established by a decision of a public authority or an international organisation, the date of the decision shall prevail.

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 106(1) of the Financial Regulation.
8. Pursuant to article 145 of the Regulation laying down the rules of application 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 a contradictory procedure with the candidate, tenderer or 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 142(1) of the Regulation laying down the rules of application 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.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

5.2.1 Professional information

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

5.2.2 Financial and economic capacity

| | |
|-----------------------|---|
| Criterion: | Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract |
| Documentary evidence: | Photocopies of annual income statements and balance sheets or extracts 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 AND Statements of overall turnover and turnover from contracts in the field of the services to which the contract relates 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: | <p>Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years</p> <p>i. in the field of legal, technical and economic issues related to information society services and products, especially the EU data market,</p> <p>ii. in the field of the analysis of the data market and its trends,</p> <p>iii. in the field of community building, preferably around data, the data value chain, open data and/or Public Sector Information, In addition, they shall have access to a core network of experts as well as a core network of the representatives of the EU data economy, i.e. large software firms, SMEs, data-intensive sectors (private and public), researchers, academic institutions and capital providers.</p> |
| Documentary evidence: | <p>List of at least five (5) studies/research/previous projects/contracts of a value of at least 50 000 EUR (fifty thousand euros) covering all three mentioned fields performed in the past 3 years, or currently being performed, with their respective values and the areas covered.</p> |

| | |
|-----------------------|---|
| Criterion: | <p>Experience, technical knowledge and credibility of proposed team</p> |
| Documentary evidence: | <p>Concise but informative curricula vitae of team members, demonstrating professional experience, technical knowledge and credibility of at least 5 years in the three fields mentioned above.</p> <p>The Europass curriculum vitae template (available at http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp) 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: | <p>Management capability</p> |
| Documentary evidence: | <p>List of at least four contracts of a value of at least 200 000 EUR (two hundred thousand euros) each, performed by the tenderer (including subcontractor(s), if any) in the last three years¹³.</p> <p>Short description of the measures employed to ensure the quality of the services for each of the listed contracts.</p> <p>Statement of the average annual manpower and the number of managerial</p> |

¹³ 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.

| | |
|--|--|
| | staff of the service provider or contractor in the last three years. |
|--|--|

5.3 Award criteria

5.3.1 Technical award criteria

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

| <u>Technical award criterion</u> | <u>Maximum score/weighting</u> | <u>Threshold</u> |
|---|---------------------------------------|-------------------------|
| <p>1. Understanding of the tasks required:</p> <p>1.1. Understanding of the work to be carried out as well as the political and socio-economic context (listed in part 1, point 2.1 “Objectives”).</p> <p>1.2. Value added in respect of information included in the tender specifications</p> <p><i>(All the sub-criteria above are of equal relative importance)</i></p> | 20 | 10 |

| | | |
|---|------------|-----------|
| <p>2. Technical quality of the tender:</p> <p>2.1. Completeness and full coverage of the scope of the tasks</p> <p>2.2. Quality of the methodological approach (as regards part 1, point 2.2 "Methodology")</p> <p>2.3. Soundness and appropriateness of the proposed analysis tools and data gathering techniques with respect to the facts, figures and quantitative stories on the EU data market (as regards part 1, points 2.1a "Providing facts and figures on the size and trends of the European data market" and 2.1b "Providing stories about various aspects of the European data market including quantitative facts and figures not yet covered by the indicators listed in specific objective a)")</p> <p>2.4. Quality and extent of contacts proposed with relevant public and private stakeholders in the sphere of data (as regards part 1, point 2.1c "Further development of the community of relevant stakeholders")</p> <p>2.5. Value added at the EU level</p> <p>2.6. Relevance, quality and completeness of the information proposed to be used, and of the analysis proposed to be undertaken</p> <p><i>(All the sub-criteria above are of equal relative importance)</i></p> | 60 | 30 |
| <p>3. Management:</p> <p>3.1. Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a workplan or timetable)</p> <p>3.2. Sound and realistic allocation of:</p> <ul style="list-style-type: none"> - financial and - human resources, including allocation of expertise <p><i>(All the sub-criteria above are of equal relative importance)</i></p> | 20 | 10 |
| TOTAL | 100 | 60 |

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

5.3.2 *Price*

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

6 AWARD OF THE CONTRACT

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed in section 5.3.

The qualitative score obtained for the technical award criteria will be divided by the total price of the tender.

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4, I.10 and II.15 of the model contract attached, provided that the contractor has fulfilled all this contractual obligations.

The invoice shall be submitted in electronic format only by using the e-PRIOR communication platform. A brief description of the system and connection modalities is enclosed to the present Tender Specifications (Annex 8: e-PRIOR description). The tenderer(s) is/are required to inform the Commission about the submission modality chosen for the dispatch of the invoice, should a contract be awarded to them. To this end, the tenderer should specify in Annex 9 (Cover letter for the tender) whether (s)he intends to use the Supplier Portal or establish a direct connection between the contractor's back office and the Commission's back-office/ use the services of a third party service provider already connected to e-PRIOR and offering such services.

Further instructions/guidance documents to assist contractors in sending electronic invoices will be communicated by the Commission after the contract award.

Contractors should note that since the model service contract for this call for tender foresees submission of electronic invoices, paper invoices will not be taken into account, except in the cases referred to in points 6 and 7 of Article I.10.2 (Submission and validity of financial documents) of the Model Service Contract attached.

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.12 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 including the structured datasets.

If the result is not to be fully created for the purpose of the contract it is to be clearly pointed out in the tender. There should be information provided about the scope of pre-existing materials, their source and when and how right to have them have been acquired.

The provisions on the use of the results and ownership of the results can be found in the Model Service Contract (Article I.8 Exploitation of the results of the contract and Article II.10 Ownership of the results – Intellectual and Industrial Property Rights).

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

European Data Market – SMART 2013/0063

| | |
|--|--|
| <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)¹⁴</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. | |

¹⁴ 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 as required in Part 2 under section 2.3

Place and date:

Name (in capital letters) and signature:

ANNEX 2: LEGAL ENTITIES FORM

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

A standard template in each EU language is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

ANNEX 3: BANK IDENTIFICATION FORM

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

A standard template in each EU language is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

| |
|--|
| <p style="text-align: center;">ANNEX 4: DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</p> |
|--|

European Data Market – SMART 2013/0063

(Complete or delete the parts in blue italics in parentheses)

[Choose options for parts in blue between square brackets]

The undersigned *(insert name of the signatory of this form)*:

in [his][her] own name *(for a natural person)*

or

representing the following legal person: *(only if the economic operator is a legal person)*

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with 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 performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ declares that [the above-mentioned legal person][he][she]:

- g) has 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 affinity, family, emotional life or any other shared interest;

- h) 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) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
 - acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties¹⁵ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

¹⁵ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 5: POWER OF ATTORNEY¹⁶

**MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD
PARTNER AND LEAD CONTRACTOR
European Data Market – SMART 2013/0063**

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]

¹⁶ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

Place and date:

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

ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS

European Data Market – SMART 2013/0063

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.7 regarding subcontracting and Art. II.18 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

European Data Market – SMART 2013/0063

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 106(1) of the Financial Regulation¹⁷.

Declares hereby taking note of Art. II.7 regarding subcontracting and Art. II.18 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

¹⁷ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

European Data Market – SMART 2013/0063

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

| Description | Lead partner in a joint bid | All the other partners in a joint bid | Single tenderer (with or without subcontractors) | Subcontractor | Subcontractor – External expert |
|---|-----------------------------|---------------------------------------|--|---------------|---------------------------------|
| <i>Administrative section of the tender</i> | | | | | |
| Annex 1: Original Administrative identification form (see section 2.3, part 2) | ■ | ■ | ■ | ■ | |
| Annex 2: Original Legal Entity Form (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Annex 3: Original Financial Identification form (see section 2.3, part 2) | ■ | | ■ | | |
| Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2) | ■ | ■ | ■ | ■ | |
| Annex 5: Original Power of attorney (see section 2.3, part 2) | | ■ | | | |
| Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2) | | | | ■ | |
| Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2) | | | | | ■ |
| Annex 9: Cover letter for the tender | ■ | | ■ | | |
| Legible photocopy of the statutes of the entity (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2) | ■ | ■ | ■ | | |
| Evidence of financial and economic capacity (see section 5.2.2, part 2) | ■ | ■ | ■ | | |
| Evidence of Technical background (see section 5.2.3, part 2) | ■ | ■ | ■ | ■ | ■ |
| <i>Technical Section of the tender (see section 4.2, part 2)</i> | ■ | | ■ | | |

Financial Section of the tender (see section 4.3, part 2)

■

■

ANNEX 8: E-PRIOR DESCRIPTION

1.1. What is e-PRIOR

e-PRIOR is the service-oriented communication platform¹⁸ that allows electronic procurement (e-Procurement) between suppliers and customers, targeted to the European Institutions, including the European Commission.

e-Procurement consists in exchanging procurement documents such as Requests, Offers, Orders, Catalogues, Invoices, etc. in an electronic format following standards. The standards that are used by e-PRIOR are promoted by the CEN ("Comité Européen de Normalisation"). Using standards allows the interoperability between the IT systems (back-offices) of the suppliers on one hand and those of the customers on the other hand.

1.2. e-PRIOR Ways of communication

There are two main ways for communicating/exchanging electronic documents between the suppliers/contractors and the European Institutions:

- Through a direct connection between the supplier's back-office and the Commission/contracting authority's back-office, via interfaces using secured web-services (machine-to-machine communication). In this case the suppliers have the option to:
 - Develop themselves the connection to e-PRIOR or,
 - Pass through a third party Service Provider already connected to e-PRIOR and offering such services¹⁹.
- Via Web Portals - Supplier and Customer portal - where specific user interfaces running in an Internet Browser may be used by end-user to create and manage electronic documents such as receiving and approving orders, creating electronic invoices²⁰ and receiving acknowledgements, sending dispatch advices and receipt advices.

Both communication ways may be used simultaneously and combined together. Nevertheless, the machine-to-machine communication is targeted for suppliers managing large number of documents (>100 invoices/orders/etc. per year), whereas the Supplier Portal is mainly used by suppliers, such as SME's or individuals, managing few documents per year. In case of connection via web services, Directorate-General for Informatics (DIGIT) will provide all the necessary assistance.

¹⁸ For more information please consult http://ec.europa.eu/dgs/informatics/supplier_portal/index_en.htm

¹⁹ Service providers already connected to e-PRIOR: AdValvas, b2boost, certipost, inovis.

²⁰ The User's manual for e-invoicing on the Supplier Portal is available for consultation at http://ec.europa.eu/dgs/informatics/supplier_portal/documentation/documentation_en.htm

1.3. e-PRIOR Modules

e-PRIOR is made up of several modules, but only the e-Invoicing module (standard invoices and credit notes) will be used in the execution of this contract.

1.4. What is the added value of e-PRIOR?

- Paperless
- Reduced encoding/transaction costs
- Faster communication
- Reduced payment delays
- Secure and transparent processes
- Environmental friendly

ANNEX 9: COVER LETTER FOR THE TENDER

Please select the appropriate option

OPTION 1

Single legal person or private/ public entity

- The offer is submitted by a **one tenderer**.
-

OPTION 2

Joint offers

- The offer is submitted by **partners**.
- Company acting as **lead partner** for the group of tenderers:
.....
 - **Other partners** taking part in the joint tender:
.....
.....
-

OPTION 3

Joint offers

- The offer is submitted by one tenderer **with subcontractors**.
- Company acting as **tenderer**:
.....
 - **Subcontractors**:
.....
.....
-

OPTION 4

Joint offers

- The offer is submitted by partners **with subcontractors**.
 - Company acting as **lead partner** for the group of tenderers:
.....
 - **Other partners** taking part in the joint tender:
.....
.....
 - **Subcontractors:**
.....
.....

Submission modality for the dispatch of the invoice

- Via the Supplier Portal
- Via a direct connection
 - Between the Contractor's back office and the Commission's back office
 - Using the services of a third party service provider already connected to e-PRIOR and offering such services
 - Name of the third party service provider:
.....

ANNEX 10: TEMPLATE STUDY FINAL REPORT OR EXECUTIVE SUMMARY

A

FRONT COVER

Template version 07/02/2013



B

Title

C

Subtitle (optional)

D

Insert cover picture here (optional)

E

FINAL REPORT or **EXECUTIVE SUMMARY**

A study prepared for the European Commission
DG Communications Networks, Content & Technology

F

*Digital
Agenda for
Europe*

This study was carried out for the European Commission by

G Logo(s) + Company identifier(s) + Authors' name(s) (optional)



H
Internal identification
Contract number:
SMART number

DISCLAIMER

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I ISBN number
DOI: number

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BACK COVER



Q

P

DOI: number

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LEGEND:

This template – which respects the Visual Identity of the Commission and incorporates the OP identifiers – is the recommended layout for DG CONNECT studies. Modifications are possible but should be limited (contact Unit F4 if needed).

Front cover

- A:** - The banner on the top of the cover page can be of a different colour although for the Digital Agenda related publication blue colour is preferred.
 - The line under the Commission logo has to be of the same colour of the **F** element.
- B-C-D:** Font is Verdana. Size can be adapted appropriately to the length of the title / subtitle. The size of the picture can vary. If no picture, don't center the title over the page.
- E:** Choose between "Final Report" or "Executive Summary"
- F:** If (exceptionally) the study is not related to the area policy of the Digital Agenda another policy can be indicated or "DG CONNECT" can be written in box **F**.

Inside front cover

- G:** Authors' name(s) are optional
- H:** Contract number and SMART number (if available)
- I:** See **O, P**
- J:** Replace XXXX with the year of publication
- K:** The clause can only be inserted if the following conditions are fulfilled:
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- N:** See **O, P**

Back cover

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