

TENDER SPECIFICATIONS

**Framework Contract for the Monitoring of Public Sector Innovation and supporting
services**

(divided into 3 lots)

SMART 2013/0072

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PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

The eGovernment Action Plan 2011-2015¹ translates the strategic priorities for eGovernment agreed in The Malmo Ministerial Declaration of 18 November 2009² into concrete policy actions aiming at maximising complementarity between national and European policy instruments. Such actions are meant to support the transition of eGovernment into a new generation of open, flexible and collaborative seamless services at local, regional, national and European level, to empower citizens and businesses.

By request of the European Council, the European Commission, in collaboration with the Member States, adapted the then existing benchmarking framework to take into account the priorities of the eGovernment Action Plan. This led to a major revision of the eGovernment Benchmarking Framework, which resulted, in September 2012, in the "eGovernment Benchmark Framework 2012-2015 Method Paper"³. The method paper describes the main indicators for the new Benchmarking framework, and shifts the focus of the benchmarking activities from the supply side (availability, sophistication) to the demand side (usage, satisfaction, impact), envisaging the use of novel methodologies (such as user surveys, sentiment analysis, or administrative data).

The method paper defines the benchmarking methodology only partially, leaving some more experimental methods for further development and definition upon the realisation of the subsequent benchmarking exercises. Those more experimental methods have been incrementally defined as the 2012 and 2013 benchmarking exercises took place. However, in a context where open data, open services, and open decision practices are not only the policy aim, but are starting to be implemented at all levels of public administration, it is imperative that the benchmarking methodology continues to evolve in order to remain sustainable and able to assess Innovation in the Public Sector, in particular concerning increasingly open, distributed and locally-provisioned eGovernment services.

Given the context laid out above, this contract will provide a framework to monitor innovation in the Public Sector, namely by supporting the evolution of eGovernment benchmarking exercises into a more general Public Sector Innovation monitoring framework, which relies on innovative, open, and ultimately more sustainable methodologies, possibly making use of the Internet as data source. This contract will also support activities that engage Public Sector stakeholders to increase the visibility of the outputs and methodologies of monitoring exercises and encourage sharing of best practices, so as to spur discussion about such exercises, boost the practical usage of the outputs, and stimulate further (academic) research that makes use of collected data to derive deeper insight about the modernisation of the Public Sector.

¹ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2010:0743:FIN:EN:PDF>

² <http://www.epractice.eu/files/Malmo%20Ministerial%20Declaration%202009.pdf>

³ https://ec.europa.eu/digital-agenda/sites/digital-agenda/files/eGovernment%20Benchmarking%20method%20paper%20published%20version_0.pdf

2 NATURE OF THE CONTRACT

This contract is based on the system of **multiple Framework contractors in cascade**.

A framework contract is a legal agreement between the Commission and the Contractor. It acts as a basis for possible future purchases of services by the Commission. The framework contract contains, among others, a description of the scope of services to be purchased by the Commission, methodology, timing and fees to be respected by the Contractor. It is a contract of a fixed duration (see point 5, Part I of the Tender Specifications) but with no fixed value, only a maximum total value (see point 4.3.5, Part 2 of the Tender Specifications).

The model Framework Contract applicable is provided in Annex II of the invitation to tender. Tenderers must declare their acceptance of it (including its annexes) and must take it into account in drawing up their tender.

The framework contract itself is not an order for services and does not constitute a financial commitment. Services will be requested under "specific contracts" linked to specific activities.

Signature of the Framework Contract does not commit the Commission to placing orders and does not give the contractor any exclusive rights to the services covered by the Framework Contracts. In any case, the Commission reserves the right, at any time during the Framework Contract, to cease placing orders without the contractor thereby having the right to any compensation.

The term "multiple framework contract" refers to the situation whereby a framework contract is concluded separately but on identical terms between the Commission and several service providers with a view to ensuring that a contract can be performed in succession by one or other of the contractors. A single multiple framework contract will be concluded with the three tenderers that are ranked best when the bids are evaluated and that have obtained the minimum number of points required (see point 5.3.1, Part 2 of the Tender Specifications), provided that there are enough economic operators who satisfy the selection criteria and eligible tenders satisfying the award criteria.

If the first contractor is unable to carry out the work by the deadlines set in the request to provide services, the request to provide services will be automatically sent to the second contractor on the list (the "cascade system"). If necessary, the same procedure will then apply to the third contractor.

The services which may be requested will, as and when the need for them arises, be the subject of a written request from the Commission for which the contractor will be required to submit a detailed estimation of resources to be drawn up on the basis of the price schedule agreed when the framework contract is signed. On the basis of the estimation of resources submitted by the contractor, a specific contract will be formally concluded. However, the Commission reserves the right to reject, with a written justification, the estimation of resources if it deems it inappropriate for the request for services. If an

agreement cannot be reached, the contractor shall be considered unavailable and the Commission will be entitled to send the request for services to the next contractor on the list.

Each specific contract will define the precise tasks to be undertaken, their price, and related timing for performance of the specifications.

On the basis of Article 134(1)(f) of the Rules of Application of the Financial Regulation, the Commission reserves the right to launch a negotiated procedure without prior publication of a contract notice with the economic operator(s) to whom the framework contract(s) will be awarded, in view of concluding a contract for the delivery of new services consisting in the repetition of similar services, which conform to the present tender specifications.

Administrative arrangements for the management of the contract at Commission level

DG CONNECT's Knowledge Base Unit (F4) will be the overall manager for each of the Framework Contracts to be awarded under this call for tenders. Unit F4 will be in charge of providing assistance to individual DG CONNECT services, will be the only contact point as regards the overall Framework Contract, and will decide on the renewal of the contract. Moreover, in compliance with section 2.2 of part 2 of these Tender Specifications and article II.7 of the Framework Contract, DG CONNECT's Knowledge Base Unit will have the final decision as regards subcontracting of services within any specific contract.

3 OBJECTIVES

The main objective of the activities included in this call for tenders is to obtain a quantitative overview of the status of modernisation of the Public Sector in a set of Relevant Countries and disseminate such overview to interested stakeholders and to the public in general. The set of Relevant Countries consists of EU28 countries, plus EEA and Candidate countries, but can be redefined in specific contracts under this Framework Contract both by broadening or narrowing the geographical coverage of the particular activities.

In general lines, the objectives are the following:

- a) To setup the European Observatory on Public Sector Innovation, which will serve as a means for the dissemination of all the results of Public Sector Innovation monitoring activities undertaken by the Commission and as an evolving repository and reference centre for relevant information about Public Sector modernisation (in Europe and otherwise), and which will allow for communication between the various stakeholders involved in related activities.
- b) To design and execute data collection activities to provide a quantitative assessment of the modernisation of the Public Sector in the set of Relevant Countries in different government domains, using a mix of indicators and methodologies.
- c) To conduct pilots to develop novel methodologies and indicators in order to keep the benchmark relevant in face of mutating conditions and changing policy priorities. The developed methodologies should be financially sustainable for the European Commission in the long term.

- d) To organize workshops to structure and complement Public Sector Innovation monitoring activities and present the evolution of the measurements.
- e) To develop specific studies that, on one side, extract insights from the data collected in the quantitative assessment of the modernisation of the Public Sector that are relevant in the context of the EU's political priorities; and on the other side expand the body of knowledge in areas of increasing interest that have not been sufficiently researched, for instance via assessments of the main policies in the field of Public Sector Innovation put in place by the set of Relevant Countries in light of EU priorities.

4 SPECIFIC OBJECTIVES AND DIVISION INTO LOTS

This call for tenders comprises three lots. Each lot will result in up to 3 separate framework contracts. The Lots are the following:

- Lot 1: "European Observatory on Public Sector Innovation"
- Lot 2: "Data collection, Methodology and Workshops for Public Sector Innovation monitoring"
- Lot 3: "Public Sector Innovation Data Analysis and Studies"

4.1 Lot 1: "European Observatory on Public Sector Innovation"

This lot comprises a single Task described below.

4.1.1 Task 1.1: Development and maintenance of the European Observatory on Public Sector Innovation

The purpose of this Task is to develop and maintain the European Observatory on monitoring Public Sector Innovation, whose main objective is to make it so that all the measurements and information about the state and evolution of Public services across the EU become available, visible and easily accessible to all involved stakeholders.

This can be achieved through a dynamic online knowledge sharing and collaboration platform that supports the publication of the outputs (reports, studies, scientific articles, data sets, etc.) of Public Sector Innovation monitoring exercises and other activities related to Public Sector modernisation, that stimulates communication and sharing of experiences and best practices in monitoring Public Sector innovation among all involved stakeholders, and that attracts the interest of the research community, who can make use of the pool of collected data to undertake more in-depth analysis of issues in this domain.

The activities expected from the contractor in this task fall under the two following groups:

- Development and maintenance of the European Observatory on Public Sector Innovation **online collaborative platform**;
- Provision of a **layer of services** to dynamise the adoption and sustained use of the platform.

The **online collaborative platform** should be integrated with existing online applications in the eGovernment domain. In particular, it should at least be linked to the ePractice.eu⁴

⁴ <http://www.epractice.eu>

community and to the relevant section of the Digital Agenda Scoreboard⁵ website. The contractor is expected to study and propose a solution for the implementation of the online collaborative platform, which can range from the development of a new platform infrastructure (or customisation of an existing collaborative platform engine) to the simple use of a pre-existing platform (e.g., the ePractice.eu platform). The proposed solution should support at least the following functionality:

- Serve as a means for the dissemination of all the results of Public Sector Innovation monitoring activities undertaken by the Commission, namely the results of the remaining Tasks in the current call for tenders and of previous and future monitoring exercises.
- Serve as an evolving repository and reference centre for relevant information about modernisation of the Public Sector (in Europe and otherwise) that is relevant for involved stakeholders, such as:
 - Information produced by administrations dealing with eGovernment in the countries in the group of Relevant Countries;
 - Academic research in the field of Public Sector innovation;
 - Studies by country administrations and by inter-governmental bodies;
 - Information produced by private companies;
 - News and web clips and references of interest to the platform's user community.
- Constitute an interactive platform that allows communication and sharing of experiences and best practices between the various stakeholders involved in Public Sector monitoring activities.
- Be organised in a coherent structure comprising at least the following sections:
 - Highlights/news section;
 - Document repository supporting metadata and user comments for each document;
 - Data repository supporting the download of the data sets resulting from benchmarking activities;
 - Discussion forum.
- Support authentication of relevant stakeholders and different permissions/access based on roles.

Services concerning the maintenance and/or extension of the initial functionality of the platform are also envisioned within this task.

Concerning the underlying **layer of services**, the contractor is expected to undertake at least the following activities:

- Provide user support for the online collaborative platform;

⁵ <http://ec.europa.eu/digital-agenda/scoreboard>

- Support the integration of the online collaborative platform with DG Connect's online presence (namely in the scope of the Digital Agenda Scoreboard) and with other relevant platforms in the eGovernment domain (e.g., ePractice.eu).
- Identify, procure and register relevant stakeholders;
- Undertake the research necessary for the initial population of the section concerning the repository and reference centre for relevant information about Public Sector innovation.
- Develop activities that dynamise the participation in the platform of stakeholders of interest, comprising at least:
 - EU, Relevant Countries and Local Administrations;
 - Industry participants with interest in eGovernment and in Public Sector innovation;
 - The scientific research community.

4.2 Lot 2: "Data collection, Methodology and Workshops for Public Sector Innovation monitoring"

This lot comprises three Tasks, which are described below.

4.2.1 Task 2.1: Data Collection for the Online Public Services Benchmark

The purpose of this Task is to obtain a quantitative assessment of the status of eGovernment in the set of Relevant Countries.

The contractor is expected to initially follow the methodology and techniques described in the “eGovernment Benchmark Framework 2012-2015 Method Paper” (see footnote 3). Over time the contractor must incorporate innovative and more sustainable methodologies and techniques that may result from activities under Task 2.2. The incorporation of novel methodologies and techniques must guarantee that the data collected using those techniques remains compatible with data previously collected in the scope of eGovernment Benchmarking exercises undertaken using the methodology described in the aforementioned Method Paper, thus adding to the existing time series of data portraying the evolution of eGovernment in Europe.

4.2.1.1 Activities

This Task will consist of the following activities:

I. Measure a User-Centric Government indicator from a supply perspective

The measurement activity will focus on a set of pre-determined life events (or government domains) that require the interaction between the citizen and government. The selected life-events will be the same for activities I through IV.

The indicator will comprise the following sub-indicators:

- Online availability:
 - of basic services⁶;
 - of extended services.
- Online usability:
 - Usability of services – support & feedback;
 - Ease of use;
 - Speed of use.

The unit of analysis is the URL of each of the, possibly multiple, public services that support each life event. The exact number of public services to be examined in each Relevant Country shall be defined in the landscaping process, according to their relevance in the context of the life events/domains chosen for measurement⁷.

II. Measure a Transparent Government indicator

The measurement activity will focus on the life events (or government domains) selected in Activity I.

The indicator will comprise the following sub-indicators:

- Transparency of service delivery;
- Transparency of personal data;
- Transparency of public organisations.

The unit of analysis for each sub-indicator are as follows:

- Transparency of service delivery: each individual service URLs identified in Activity I;
- Transparency of personal data: the relevant domain websites or portals related to the individual service URLs identified in Activity I;
- Transparency of public organisations: the most relevant 2 or 3 administrations for each life event/domain.

III. Measure a Citizen Mobility indicator and a Business Mobility indicator

The measurement activity will focus on the life events (or government domains) selected in Activity I.

The indicators will each comprise the following sub-indicators:

- Online availability:
 - of basic services⁸;
 - of extended services.

⁶ For a definition of Basic and Extended services, please consult the Method Paper (Footnote 3, page 31).

⁷ For an exhaustive list of the services comprising the three life events measured in 2012 see Annex B of the Method Paper mentioned in Footnote 3.

⁸ For a definition of Basic and Extended services, please consult the Method Paper (Footnote 3, page 31)

- Online usability:
 - Usability of services – support & feedback;
 - Ease of use;
 - Speed of use.

The unit of analysis is the URL of each of the, possibly multiple, public services that support each life event and for which the cross-border dimension is relevant⁹. Hence, it is a subset of the set of URLs analysed in Activity I.

IV. Measure a Key Enabler¹⁰ indicator

The indicator aims at identifying availability (in general and in specific services) of specific key enablers (e.g. eID, eDocuments, eSafe, Single Sign On, Authentic Sources).

The measurement activity will focus on the life events (or government domains) selected in Activity I.

The unit of analysis will be either the webpage(s) for each individual service identified in Activity I or the relevant domain website(s) or portal(s), depending on the key enabler considered.

V. Measure a User-Centric Government indicator from a consumer perspective

The indicator will comprise the following sub-indicators:

- Awareness;
- Barriers to use:
 - Lack of willingness to use;
 - Lack of trust to use;
 - Lack of ability to use.

The unit of analysis for this indicator will be each single surveyed citizen.

VI. Measure an Effective Government indicator

The indicator will comprise the following sub-indicators:

- Usage:
 - Usage of eGovernment;
 - eChannel usage.
- Satisfaction:
 - User satisfaction of eGovernment;
 - User satisfaction of eChannel;

⁹ See Annex B of the Method Paper (footnote 3) for a list of the services considered as relevant for cross-border analysis (https://ec.europa.eu/digital-agenda/sites/digital-agenda/files/eGovernment%20Benchmarking%20method%20paper%20published%20version_0.pdf).

¹⁰ For a more detailed definition of the key enablers and the associated research questions see Annex C of the Method Paper (footnote 3) available at https://ec.europa.eu/digital-agenda/sites/digital-agenda/files/eGovernment%20Benchmarking%20method%20paper%20published%20version_0.pdf

- Fulfilment of expectations.
- Impact:
 - Likelihood of re-use;
 - Perceived benefits.

The unit of analysis for this indicator will be the same surveyed citizens as for Activity V.

Given the depth and breadth of the measurement, the different activities will be spread over a period of two years. Therefore, a likely split could be the following:

In even years:

- Activities I, II, III and IV over **three** life events/domains (to be identified during 2013 by the EC together with the Relevant Countries' representatives on eGovernment)
- Activities V and VI.

In odd years:

- Activities I, II, III and IV over **five-six** life events/domains (to be identified during 2014 by the EC together with the Relevant Countries' representatives on eGovernment), of which one-two with a strong local component.

4.2.1.2 Methodology

The study will cover in principle the set of Relevant Countries, but the geographical coverage might be extended on an ad-hoc basis.

Initially, when following the Method Paper (see footnote 3), the contractor will use the following mix of techniques for each of the required activities:

- i. Mystery Shopping Web-based Search for Activities I, II, III and IV.
- ii. User (Citizen) Survey for Activities V and VI.
- iii. Survey of Relevant Countries' representatives on eGovernment. Performed if needed to complement missing information for Activities I, II, III and IV, in particular concerning the Mystery Shopping in i).
- iv. Desk research for all Activities as needed.

Any adopted methodology should be based on systematic data collection and verification techniques and should respect the following demands:

- For Activities I to IV:
 - The contractor should identify, for each domain/life event, which are the relevant public services and which are the relevant administrative levels and bodies in each Relevant Country that offer those services.
 - It is essential that participating countries validate the sample selected for the indicators (e.g. URLs) to guarantee that it accurately reflects the political structure of service provision. To this end, the Commission will assist the contractor in making contact with Relevant Countries' representatives on eGovernment. In this landscaping phase, the contractor should allow

sufficient time in the preparatory stage to allow participating countries to comment on the study.

- The evaluation of each domain/life event should focus, to the greatest possible extent, on the experience of an ordinary citizen interacting with public administrations seeking to fulfil a basic need (e.g. enrolling to a university).
 - The contractor must guarantee that the evaluation of the selected domains/life events is unbiased and uniform across participating countries/services (for instance, if following the methodology in the Method Paper (see footnote 3), the contractor should prepare a detailed operational questionnaire based on the questionnaire found in Annex C of the Method Paper to be distributed to the experts designated to perform the web-search (mystery shoppers), as well as provide central training to those experts in order to minimise the chances of dissimilarities in the interpretation of the tasks).
 - When the contractor does not succeed in obtaining required information to evaluate a domain/life event or service, he should liaise with Relevant Countries' representatives on eGovernment or with persons designated by them in order to obtain that missing information.
- For activities V and VI:
 - The contractor should set up or seek access to a panel of Internet users that adequately represents socio-demographic (e.g. activity, income) and age groups in the participating countries. Strict statistical representativeness for each single group is not required.

In the production of the required deliverables, the contractor should take into account the following:

- In Processing Results and Calculation of Overall Indicators
 - In the results of Activities V and VII, the contractor must make checks and use proper weights for the results to ensure that the final sample adequately represents the reference population.
 - In the results of Activities I to IV, if discrepancies arise in the evaluation of a domain/life event or a specific service, the contractor must resolve such discrepancies, for instance via a re-run of the evaluation under the supervision of the contractor's central team. Final results of the evaluation will be submitted to the contact in each Relevant Country for validation.
 - The results of all Activities will be used to calculate overall indicators which should be aligned with the political priorities of the current eGovernment Action Plan: user empowerment, digital single market, efficiency and effectiveness and pre-conditions.
- Mystery Shopping Measurement Kit
 - Based on the methodology used in the study the contractor is asked to prepare a do-it-yourself measurement kit for third parties wishing to measure the indicators described in Activities I to IV, for the life events chosen for the study.

The contractor is expected to continuously refine and develop the adopted methodology. In particular, as mentioned above, the methodology should be adapted in order to incorporate the innovations resulting from the activities of Task 2.2.

4.2.2 Task 2.2: Development of Novel and Sustainable Methodologies for Monitoring of Public Sector Innovation

The aim of this Task is to support the evolution of the Public Sector Innovation monitoring activities towards the use of innovative, open, and ultimately more sustainable methodologies, possibly making use of the Internet as data source.

In a context where open data, open services, and open decision practices are starting to be adopted at all levels of public administration, it is imperative that the benchmarking methodology continues to evolve in order to remain sustainable and keep its relevance for the stakeholders in face of evolving technologies, means of interaction between users and administrations, and increasingly open, distributed and locally-provisioned eGovernment services.

Given the novel nature of the factors mentioned above, it's often difficult to translate changes directly into the main measurement framework. For this reason, the activities in this Task will consist of pilot studies, each aiming at producing results that can be incorporate in the measurement activities conducted under Task 2.1. Notwithstanding, each pilot should be meaningful and useful on its own.

4.2.2.1 Pilots

The following pilots directly related to the work carried out in Task 2.1 can be envisaged:

- Explore novel and more sustainable methodologies and techniques for data collection in the scope of the measurement activities in Task 2.1. One example of a domain where exploratory pilots can occur is, for instance, the development of less labour-intensive methodologies that allow measuring the User-Centric Government indicator (from a supply perspective) in activity I under Task 2.1 at the level of local government.
- Explore new government domains (and the associated life events) for the indicators mentioned in Task 2.1 (Activities I to IV in particular) with the aim of mainstreaming them into the survey.
- Explore new indicators on the Collaborative production of services: e.g. the analysis of the availability and use of social media tools for the collaborative production of services.
- Measuring impact on users (citizens and businesses) through the use of new methodologies, such as, but not limited to:
 - Sentiment analysis, that is, the use of web crawlers to analyse usage patterns and sentiments of or through Social Media.
 - The analysis of anonymised data on internet usage collected through various means (e.g. by software installed on user's equipment).
 - The analysis of anonymised data on eGovernment transactions collected through public administrations' websites.

- Pilots may also be requested on other topics.

4.2.3 Task 2.3: Workshops

The Commission will hold a set of specific workshops with a twofold objective:

- To complement the activity of the Public Sector Innovation monitoring and to make best use of it;
- To present the state of the art on measuring impact of eGovernment.

For objective A the workshops will aim at targeting the following specific goals:

- Fostering the collaborative process between the Commission and Relevant Countries in the updating of the Public Sector Innovation monitoring methodology (jointly with Task 3 activities).
- Gather feedback and lessons from previous Public Sector Innovation monitoring exercises putting particular emphasis on learning and sharing of best practices (following Task 2.1 activities).

For objective B, topics to be addressed include, but are not limited to, the following:

- **Economic impact:** measuring expenditure in eGovernment by administrations, savings, efficiency gains, benefits for businesses, reduction of administrative burden on both administrations and businesses
- **User impact:** measuring customer satisfaction
- **The international dimension**

The contractor will be responsible for the organisation, identification of stakeholders, facilitation and follow up of the workshops. The estimated number of workshops is up to 4 per year, with an estimate of up to 40 participants per workshop. Participants should include eGovernment managers from Relevant Countries (national, regional or local levels), academics with proven experience in the relevant fields and industry representatives. The mix of participants should reflect the objectives of the workshop (e.g. mostly eGovernment managers from Relevant Countries during discussions of the Public Sector Innovation monitoring methodology).

4.3 Lot 3: "Public Sector Innovation Data Analysis and Studies"

This lot comprises a single Task, which is described below.

4.3.1 Task 3.1: Studies focusing on In-depth Analysis of Public Sector Innovation monitoring Data and other Relevant Subjects

The purpose of this Task is twofold:

- To provide deep insight into the results of Task 2.1 (and previous measurements in the same scope) and frame those results in the context of the EU's political priorities.
- To develop specific reports or studies on subjects relevant to expand the body of knowledge in areas of interest that have not been sufficiently researched.

Purpose A seeks to expand the basic analysis of collected data provided by contractors in Task 2.1. By engaging experts in the relevant fields who can undertake in-depth analysis of

the collected data and provide useful insights for policymaking, the contractor is expected to undertake studies that satisfy the following criteria:

- Address issues that are aligned with the EU's political priorities in the field of Public Sector Innovation: open and collaborative government, user empowerment, digital single market, efficiency and effectiveness, pre-conditions, among others;
- Use data generated by the activities in Task 2.1 and previous eGovernment Benchmarking exercises (among other possibly relevant data sources);
- Produce Country Fact Sheets
 - The contractor may be requested to provide informative country fact sheets for each of the covered countries that incorporate the results from all Activities.
- Present a clear and scientifically accepted research methodology;
- Have a clearly defined set of objectives and expected results, which are then materialised.
- Deliver results whose quality is deemed sufficient if assessed by independent experts.

Purpose B seeks to expand the scope covered by research to new areas of increasing interest by means of specific reports or studies. In particular, the Commission may decide to gather analytical evidence on the following topics:

- **Strategies for Public Sector Innovation:**
 - To provide a periodic assessment of the main policies and strategies concerning Public Sector Innovation or some of its sub-domains that are put in place by the EU28+ countries in light of the EU priorities in the field.
- **International dimension of Public Sector Innovation**
 - How does the EU compare with leading countries in Public Sector Innovation or some of its sub-domains? There are several benchmarking surveys conducted regularly by international organisations, private companies and universities, each looking at different sets of indicators. Depending on the survey the result is different, but the common element is that in most of them the same countries come within the top ten. The aim here is to examine in detail the situation in Public Sector Innovation or some of its sub-domains of non-EU countries which consistently top the charts of the different surveys. The contractor should identify their key success factors, compare them to the situation in the EU Member States, draw lessons and provide recommendations. This work will be extended in a second phase to those countries which are closing the gap fast and are now seen as challengers to the EU position.
- **Local, regional and European perspectives**
 - The vast majority of on-line services are provided by local and regional authorities. Also, around 60% of expenditure in eGovernment is done at the sub-national level. However, there is very little information at our disposal on what takes place there. The Commission would therefore like reports on topics such as:

- A breakdown of the data of the web-based survey focusing on the local and regional service providers
 - The role of eGovernment in economic development strategies
 - Assessing the extent to which existing services are interoperable between various level of governments
- **Impacts/benefits of Public Sector Innovation**
 - Selected case studies to illustrate the different kinds of impacts/benefits of Public Sector Innovation or some of its sub-domains. The contractor shall select a limited number of administrations and look for evidence of the social and economic impact of innovation in the Public Sector. Some of the questions to answer are whether the introduction of innovations in the Public Sector led to: efficiency gains, savings, increased user satisfaction, better environment for businesses.
 - **Other studies of interest in the context open data, open services, and open decision practices, among others.**

5 DURATION

The duration of the multiple framework contract will be 12 months from the date on which it enters into force. The Contract shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other, in accordance with the provisions set out in the model Framework Contract in Annex II of the Invitation to Tender.

6 PROVISIONS CONCERNING CONTRACT PERFORMANCE AND QUALITY

When preparing their tender, the tenderers should pay attention to the provisions of the Model Framework Contract in Annex II of the invitation to tender, particularly those on prices (Article I.3), payments (Article I.4), conflict of interests (Article II.4) and confidentiality (Article II.5).

In particular, the contractor must perform specific contracts concluded under the Framework Contracts to the highest professional standards and will comply with the quality plan defined in accordance with section 6.1 below. In the contractor fails to do so, the Commission may terminate the contract, in accordance with Article II.14.1 of the Framework Contract.

The contractor will have sole responsibility for complying with all legal obligations incumbent on him, notably those arising from employment law, tax law and social legislation.

The contractor may neither represent the Commission nor behave in any way that would give such an impression. The contractor must inform third parties that he does not belong to the European public service, but is performing a service to the benefit of the European Union.

The contractor will be solely responsible for the staff carrying out the work, who may not be placed in a position of dependency in relation to the Commission.

6.1 Quality plan

The tenderers for each lot of the Framework Contract must define in their tender a quality plan that they propose to adopt for the purposes of providing the services covered by the lot(s) for which they are submitting a tender.

In their proposed quality plan, tenderers must specify how they intend to control and ensure high quality and effective monitoring of the services they may be required to supply to the Commission in execution of the contract.

The proposed quality plan must specify, among other things:

- the procedures the tenderer intends to implement and the indicators to be used to ensure the quality and monitoring of the services rendered;
- personnel policy, management and training, including the mechanisms for notification to the Commission, and timely and full replacement of any reduction in capacity, in order to ensure the committed level of expertise and resources throughout the whole duration of the contract;
- in the case of consortia, the structure set up for coordinating the tasks between the different members of the consortium, including working criteria for the distribution of assignments between the members of the consortium and the composition of ad hoc teams;
- the procedures the tenderer intends to use for quality control, assurance of client satisfaction and complaint management;
- the procedure for updating and adapting the quality plan, taking into account that any such updating and adaptation must have the Commission's prior approval.

6.2 Quality assessments

When relevant and in accordance with the Commission's evaluation standards, the output of each specific contract (final reports and other technical reports, training materials, datasets, web application deliverables, etc.) will be subject to a written quality assessment according to a grid provided by the Commission at the start of the specific contract. These quality assessments will be circulated exclusively within the Commission, and forwarded to the concerned contractor for information.

6.3 Reporting

6.3.1 Annual Activity reports

Each contractor must submit by mail and electronic mail an annual activity report one month before the end of each anniversary of the framework contract. This report must describe briefly the specific contracts carried out under the Framework Contract, and mention the ABAC contract reference, the contract duration and value, as well as the Commission service in charge of the contract.

After reception of each annual activity report, the Commission will have 20 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.

The cost of producing the above reports must be borne exclusively by the contractor; DG Connect will not participate **in any way** in the expenditure incurred, whether it relates to the drafting, production or distribution of the request required.

6.3.2 Progress yearly meetings

Progress meetings between the project leader and DG CONNECT on the quality of the services provided under these contracts will be held on the Commission's premises in Brussels.

These meetings will be held **yearly** and will monitor the progress of the work and compliance with the procedures and with the quality criteria.

These follow-up meetings will provide an opportunity to ensure that the following contractual commitments are being met:

- Compliance with quality standards;
- Compliance with the procedures in this specification;
- Compliance with deadlines;
- Quality of contract administration;
- Quality of services provided;
- Quality of deliverables.

The cost of these meetings must be borne exclusively by the contractor; the Commission will not participate **in any way** in the expenditure incurred (transport, accommodation, etc.)

7 DELIVERABLES AND MEETINGS

This section presents the required deliverables and meetings for each Task under each one of the three Lots.

7.1 Requirements for all deliverables

Except where otherwise stipulated in the request for services and specific contract, deliverables must comply with the requirements laid out in the sections below.

7.1.1 Report format

All deliverables of the specific contracts implementing each framework contract must be written in English.

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

All reports will be submitted in 2 paper copies and in electronic format (.doc, .xls, .ppt 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.

7.1.2 Report Content

7.1.2.1 Final Study Report

When the request for services or the specific contract require a final study report, this 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.

Reproduction is authorised provided the source is acknowledged. (optional)

The clause can only be inserted if the following conditions are 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 or:*
- *An additional notice specifies that the reproduction of the third-party textual or artistic material included in the study is prohibited*

Copyright © XXXX – European Union. All rights reserved. Certain parts are licensed under conditions to the EU."

Replace XXXX with the year of publication

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

Except if otherwise stated in the request for services or the specific contract, the Final Study Report shall be provided in 3 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.

7.1.2.2 Publishable executive summary

The publishable executive summary shall be provided 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.

Reproduction is authorised provided the source is acknowledged. (optional)

The clause can only be inserted if the following conditions are 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 or:*
- *An additional notice specifies that the reproduction of the third-party textual or artistic material included in the study is prohibited*

Copyright © XXXX – European Union. All rights reserved. Certain parts are licensed under conditions to the EU."

Replace XXXX with the year of publication

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

7.1.2.3 Abstract

The abstract provided both in English and French in the Final study report (see point 7.1.2.1.) 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 Bookshop.

No identifiers shall be incorporated on this file.

7.1.2.4 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);
- in case of co-branded studies, the logo of a partner organisation involved in the production of the study. In this case, the European Commission's Visual Identity Manual does not apply.

7.1.3 Dataset requirements

Except where otherwise stipulated in the request for services and specific contract, all dataset deliverables should comply with the following provisions:

- The final data should be provided as structured data in a machine readable format¹¹ (e.g. in the form of a spreadsheet and/or an RDF¹² file) for Commission internal usage and for publishing on the Open Data Portal¹³, in compliance with Commission Decision (2011/833/EU). If third parties' rights don't allow their publication as open data, the contractor should describe in the offer for the specific contract which subpart will be provided to the Commission free of rights for publication and which part will remain for internal use.
- The data delivered should be linked to data resources external to the scope of the study, preferably data and semantic resources from the Commission's own data portal or from the upcoming pan-European portal. The bidder should describe in the offer the approach they will adopt for data linking¹⁴.
- The dataset should include all the information collected in the scope of the undertaken Activities. The data should be supplied in a format that is prone for third party statistical analysis, such as to derive/compute indicators (e.g. for benchmarking the Digital Agenda).
- The data and indicators collected or derived during the study should be delivered to the Commission in a format that complies with the DataCube vocabulary¹⁵. A template for both data and metadata is available on the digital-agenda-data.eu domain.
- The dataset should include the appropriate metadata (e.g. description of the dataset, definition, label and sources for the variables, notes) to facilitate reuse and publication.
- All analysis outputs (such as charts, info graphics, aggregations, etc.) should be provided in the source format (e.g.: xls, psd) in order allow easy reshaping and fitting to the European Commission's publication outlets.

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

7.2 Deliverables and Meetings

7.2.1 Lot 1, Task 1.1: Development and maintenance of the European Observatory on Public Sector Innovation

Except where otherwise stipulated in the request for services and specific contract, the work carried out by the contractor will be subject to the reports indicated below. The deadlines concerning the delivery of the reports will be indicated in the specific contracts.

¹¹ See definitions for "structured data" and "machine readable" format in art 3 of Commission Decision (2011/833/EU)

¹² See <http://www.w3.org/RDF/>

¹³ <http://open-data.europa.eu/>

¹⁴ 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>

¹⁵ See <http://www.w3.org/TR/vocab-data-cube/>

7.2.1.1 Deliverables

- An inception report: This report will contain a detailed plan of activities, on the gathering of information and on subsequent development.
- The web front-end, source code and supporting infrastructure for the European Observatory on Public Sector Innovation online collaborative platform, as well as respective technical documentation in order to allow for posterior maintenance possibly by someone other than the contractor that performed the initial development;
- Report on the research for relevant information about Public Sector Innovation to populate the repository and reference centre of the online collaborative platform;
- Report on the list of relevant stakeholders for the online collaborative platform and registration details;
- User documentation, training materials and training sessions for the administrators of the online collaborative platform;
- Online training/help for the users of the Observatory;
- Progress reports on the development of the project;
- Progress reports on the dynamisation of the participation in the online collaborative platform;
- Final study report.

7.2.1.2 Meetings

The frequency of meetings between the contractor and the Commission and the number of persons attending them will vary between specific contracts. The contractor, however, should be prepared to attend at least one inception meeting on Commission premises, and depending on the workload related to each specific contract, the contractor may also be required to attend a progress meeting at regular time intervals and one meeting after the delivery of the final report.

At the Commission's request, the contractor should be prepared to present the Observatory in at least two major events.

7.2.2 Lot 2, Task 2.1: Data Collection for the Online Public Services Benchmark

Except where otherwise stipulated in the request for services and specific contract, the work carried out by the contractor will be subject to the reports indicated below. The deadlines concerning the delivery of the reports will be indicated in the specific contracts.

7.2.2.1 Deliverables

- Landscaping and list of websites to survey;
- Datasets resulting from all Activities
- Provisional measurement results;
- Electronic version of detailed final results;
- Technical Report detailing the actual use of resources for the various Activities;
- Final study Report.

The provisional results have to be delivered in the form of the interim study report, describing the work carried out and the first survey results obtained according to the work plan presented by the contractor and agreed at the initial meeting of the Project Steering Committee, see point 7.2.2.2. This committee will be made up of a small group of Commission officials and will help set the initial orientations; will review progress in critical milestones, and will review the final report in the last month prior to its publication.

The final results will be delivered as the final study report, describing the overall work carried out and the final survey results. Based on these quantified results, a short summary should describe the characteristics and trends in Relevant Countries. The Commission will inform the contractor whether or not it approves the final study report, and will send him its comments in accordance with the provisions specified in section 8 of part 1 of the Tender Specifications.

7.2.2.2 Meetings

The frequency of meetings between the contractor and the Commission and the number of persons attending them will vary between specific contracts. The contractor, however, should be prepared to attend at least one inception meeting on Commission premises, and depending on the workload related to each specific contract, the contractor may also be required to attend an interim meeting after delivery of the interim study report and one meeting after delivery of the final study report.

At the Commission's request, the contractor should be prepared to present the survey results to at least two major events.

7.2.3 Lot 2, Task 2.2: Development of Novel and Sustainable Methodologies for Monitoring of Public Sector Innovation

Except where otherwise stipulated in the request for services and specific contract, the work carried out by the contractor will be subject to the reports indicated below. The deadlines concerning the delivery of the reports will be indicated in the specific contracts.

7.2.3.1 Deliverables

- An inception report: This report will contain a detailed plan of activities, on the gathering of information and its subsequent analysis.
- An interim study report: The interim report shall describe the work carried out, present an outline of the structure expected for the final report as well as the planning of the activities for the remainder of the study.
- Final Study Report

The deliverables will be reviewed by a team of experts representing the European Commission Services, who will provide the quality assessment of the work performed and binding guidelines to review the deliverables and future plans.

7.2.3.2 Meetings

The frequency of meetings between the contractor and the Commission and the number of persons attending them will vary between specific contracts. The contractor, however, should be prepared to attend at least one inception meeting on Commission premises, and depending on the workload related to each specific contract, the contractor may also be required to attend an interim meeting after delivery of the interim study report and one meeting after delivery of the final study report.

The contractor may also be required, at the Commission's request, to present the specific report/case study results to at least two major events.

7.2.4 Lot 2, Task 2.3: Workshops

Except where otherwise stipulated in the request for services and specific contract, the work carried out by the contractor will be subject to the reports indicated below. The deadlines concerning the delivery of the reports will be indicated in the specific contracts.

7.2.4.1 Deliverables

- The organisation of workshops. The workshops shall be conducted in English. Except otherwise indicated in the request for services and in the specific contract, they will be held in Brussels in the Commission premises. The organisation of the workshop comprises arrangements necessary to allow relevant stakeholders to participate, in particular concerning the financing of participant travelling and accommodation expenses.
- One workshop report per workshop. The reports are to be produced in English. They will be reviewed by a team of experts representing the European Commission Services, who will provide the quality assessment of the work performed. They shall provide an accurate, concise and readable account of the proceedings of the workshops. Content and format requirements for the final study reports do not apply to these workshop reports.

7.2.5 Lot 3, Task 3.1: Studies focusing on In-depth Analysis of Public Sector Innovation monitoring Data and other Relevant Subjects

Except where otherwise stipulated in the request for services and specific contract, the work carried out by the contractor will be subject to the reports indicated below. The deadlines concerning the delivery of the reports will be indicated in the specific contracts.

7.2.5.1 Deliverables

- An inception report: This report will contain a detailed plan of activities, on the gathering of information and its subsequent analysis.
- An interim study report: The interim report shall describe the work carried out, present an outline of the structure expected for the final report as well as the planning of the activities for the remainder of the study.
- Datasets derived and/or constructed to support the analysis.
- Final Study Report

The deliverables will be reviewed by a team of experts representing the European Commission Services, who will provide the quality assessment of the work performed and binding guidelines to review the deliverables and future plans.

7.2.5.2 Meetings

The frequency of meetings between the contractor and the Commission and the number of persons attending them will vary between specific contracts. The contractor, however, should be prepared to attend at least one inception meeting on Commission premises, and depending on the workload related to each specific contract, the contractor may also be required to attend an interim meeting after delivery of the interim study report and one meeting after delivery of the final study report.

The contractor may also be required, at the Commission's request, to present the pilot results to at least two major events.

8 TERMS OF APPROVAL OF DELIVERABLES

Except where otherwise stipulated in the request for services and specific contract, the terms of approval of deliverables will be as follows.

After reception of each deliverable included in section 7 above, the Commission will have 20 calendar days in which:

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

If the Commission does not react within this period, the 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.

For the terms of approval of reports linked to payments we refer to Articles I.4.2 and I.4.3 of the model framework service contract.

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

Tenderers may submit a tender for one or more lots. A separate tender must be submitted for each lot and each tender must cover all the tasks of the lot to which it refers. Bidding for only part of the tasks in a lot is explicitly forbidden and will lead to the exclusion of the tender.

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 Framework contract annexed to the invitation.

Subcontracting parts of the tasks to be performed under a specific contract implementing a lot of the Framework Contract shall require the previous written agreement of DG CONNECT's Knowledge Base Unit (F4). DG CONNECT may authorise subcontracting in duly justified cases.

Tenderers submitting joint bids are asked to describe how their cooperation will be organised in order to achieve the desired results (see section 5.3, technical award criterion 3). This organisation has to cover the technical as well as the administrative/financial issues. The Commission must be provided with a single access point to all the participants, via a functional mailbox.

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 form¹⁶ (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 form¹⁷ (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 form¹⁸ (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.

¹⁶ 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

¹⁷ A standard template in each EU language is available http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

¹⁸ 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 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

4.3.1 Price Offers for the Framework Contract

For the purpose of awarding these multiple framework contracts, the tenderers are requested to complete the table here below (see "Price Schedule" and "Explanatory note for Price Schedule" in Section 4.3.3), and to submit a price offer in EUR, based on the price scenarios in Section 4.3.4.

Tenderers must submit a separate price quote for each lot for which they are tendering.

Tenderers may also make their tender conditional on being awarded all the lots in the framework contract or a specific subset of them.

Prices shall be firm and not subject to revision. However, they can be subject to price indexing according to the provisions of article I.3.2 of the model framework contract attached to the invitation.

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.

4.3.2 Estimate of resources for the Specific Contracts

For each specific contract, tenderers will be requested to submit a price offer which will include a total fixed price expressed in EUR.

For each specific contract, the Contractor will be requested to submit an estimate of resources which will include the following elements:

- A total fixed price expressed in EUR, which shall be broken down into:
 - a. Fees for personnel: fees determined in accordance with the Price Schedule (A1) submitted with the tender and annexed to the Framework Contract (see Section 4.3.3 below). The price is to be based on the request for services for the specific contract.
 - b. Travel and subsistence cost determined in accordance with the Price schedule (A2) submitted with the tender and annexed to the Framework Contract (see Section 4.3.3 below), considered necessary for the execution of the tasks of the specific contract according to the request for services. Contractors must also indicate how many travels are planned and to what destinations. The travel and subsistence costs will be paid as a lump-sum as part of the total price of the specific contract.
 - c. Workshop organisation costs (only for specific contracts under Task 2.3 in Lot 2) in accordance with the Price schedule (A3) submitted with the tender and annexed to the Framework Contract (see Section 4.3.3 below). The price is to be based on the request for services for the specific contract. The workshop costs will be paid as a lump-sum as part of the total price of the specific contract.
 - d. Hosting, access and security costs (only for specific contracts under Task 1.1 in Lot 1), in accordance with Price schedule (A4) submitted with the tender and annexed to the Framework Contract (see Section 4.3.3 below). The price is to be based on the request for services for the specific contract. The hosting, access and security costs will be paid as a lump-sum as part of the total price of the specific contract.

The type of costs included in the price must fall within the scope of each specific request for services.

In specific contracts where workshops are required (Lot 2 – Task 2.3), the price offer will also include all workshop organisation expenses. These comprise the following costs, which must be borne by the contractor and included in the price (price schedule A3):

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

The costs of attendance of the contractor's own representative(s) at the workshops are included in the travel and subsistence costs mentioned under 4.3.2.b (price schedule A2).

In specific contracts where hosting, access and security services are required (Lot 1 – Task 1.1), the price offer will also include all expenses with hosting, Internet connectivity, setup, maintenance, storage, backup, data protection and integrity, data breach avoidance and recovery and security incident avoidance and recovery. These costs must be borne by the contractor and included in the price (price schedule A4).

The part of each specific contract that the tenderer intends to subcontract shall be precisely indicated and detailed.

4.3.3 Price Schedule

The Price Schedule for the Personnel Fees, travel and subsistence costs and workshop costs (table of unit prices A1, travel and subsistence costs A2, and workshop costs A3), to be filled in by the tenderers, will constitute the future contractual basis for the pricing for the “specific contracts”. The prices set out in the price schedule A1 constitute the maximum unit prices (man-days) per category of personnel that can be offered for the specific contracts, price schedule A2 contains maximum unit prices for travel and subsistence costs for contractor's staff, and price schedule A3 (which applies only to Task 2.3 under Lot 2) contains maximum unit prices for travel and subsistence of workshop participants (that are not contractor's staff) and for workshop organisation expenses (such as catering).

In this regard, it will be integral part of the Annex II (Contractor’s Tender) to the Framework Contract. Accordingly, the financial section must be completely filled in. **Any incomplete tender will be excluded from the evaluation procedure.**

Tenderers must provide the fees for each professional profile, travel and subsistence costs and workshop costs as defined in the explanatory note below. The unit prices for professional fees must be fixed and include **all costs** (project management, training of the contractor's staff, support resources, etc.), and **all expenditure** (management of the firm, secretarial services, social security, salaries, etc.) incurred directly and indirectly by the contractor in performance of the tasks which may be entrusted to him. All references to prices for additional costs of co-ordination, general administration, etc. will be ignored – such costs must be included as part of the unit prices in the Table of Unit Prices. The prices for travel and subsistence cost (schedule sections A2.1, A2.2 and A3.1) must be fixed and all inclusive. The prices for other workshop expenses (schedule section A3.2) must be also fixed and all inclusive, taking into account the workshop attendance predicted in the respective price scenario in section 4.3.4.

Tenderers must leave the presentation of this price schedule unchanged. If the table is reproduced using word-processing facilities one must ensure that all the fields from the original schedule are included in this reproduction. Omissions or changes to the original table may lead to elimination.

Price Schedule (Table of Prices of Fees for Personnel) to be filled in for each Lot:

Price schedule to be filled in for each lot (Table of Prices of Fees for Personnel A.1, of travel and subsistence A.2 and workshop costs A3):

Prices	Unit Price in EUR (€) (fixed prices, excluding VAT)	VAT (for countries where national legislation provides an exemption by means of reimbursement, the amount of VAT is to be shown separately)	Type of Unit
<p><u>A1 Fees of members of personnel</u> (to be specified for each category)</p> <p>Category I Category II Category II Category IV</p>	<p>.....</p>		<p>w.d. - working day w.d. w.d. w.d.</p>
<p><u>A2 Travel and Subsistence costs</u></p> <p><u>A.2.1 Travel costs</u> (Cost of return travel for one member of contractor's staff from contractor's location to the field work place)</p> <p>Austria Belgium Bulgaria Croatia Cyprus Czech Republic Denmark Estonia Finland France Germany</p>	<p>.....</p>		<p>Per trip Per trip Per trip Per trip Per trip Per trip Per trip Per trip Per trip Per trip Per trip</p>

Greece	.....		Per trip
Hungary	.....		Per trip
Ireland	.....		Per trip
Italy	.....		Per trip
Latvia	.....		Per trip
Lithuania	.....		Per trip
Luxembourg	.....		Per trip
Malta	.....		Per trip
Poland	.....		Per trip
Portugal	.....		Per trip
Slovakia	.....		Per trip
Slovenia	.....		Per trip
Romania	.....		Per trip
Spain	.....		Per trip
Sweden	.....		Per trip
The Netherlands	.....		Per trip
United Kingdom	.....		Per trip
<u>A.2.2 Daily Subsistence allowance</u>			
Austria	.....		Per day
Belgium	.....		Per day
Bulgaria	.....		Per day
Croatia	.....		Per day
Cyprus	.....		Per day
Czech Republic	.....		Per day
Denmark	.....		Per day
Estonia	.....		Per day
Finland	.....		Per day
France	.....		Per day
Germany	.....		Per day
Greece	.....		Per day
Hungary	.....		Per day
Ireland	.....		Per day
Italy	.....		Per day
Latvia	.....		Per day

Lithuania	.....		Per day
Luxembourg	.....		Per day
Malta	.....		Per day
Poland	.....		Per day
Portugal	.....		Per day
Slovakia	.....		Per day
Slovenia	.....		Per day
Romania	.....		Per day
Spain	.....		Per day
Sweden	.....		Per day
The Netherlands	.....		Per day
United Kingdom	.....		Per day
<p><u>A.3 Workshop Costs</u> (applies only to Task 2.3 under Lot 2)</p> <p><u>A3.1 Travel, accommodation and subsistence</u> (covering travelling and expenses of workshop participants that are not contractor's staff)</p> <p><u>A3.2 Organisation costs</u> (including catering and other costs possibly incurred in the organisation of the workshop)</p>	.....		<p>Per participant</p> <p>Per workshop</p>
<p><u>A.4 Hosting, access and security costs</u> (applies only to Task 1.1 in Lot 1)</p> <p><u>A4.1 For the Observatory online collaborative platform</u> (covering all costs of</p>			

maintaining the Observatory online supporting up to 1000 simultaneous users)		Per year
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N. B.: A “w.d.” is considered to be 1 working day for 1 Contractor’s member of personnel; for a given w.d., the hours worked beyond normal daily work time shall not be payable; normal work time is understood as respecting the law and regulations in force in the country where the Evaluation Services are to be performed.

Explanatory note for the above table

Part A.1 – Fees for Personnel

Specify the offered unit prices per working day for each level of qualification of Personnel (from Category I to IV)

The definition of personnel shall be done according to the following categories:

Category I: Highly qualified member of personnel, having assumed important responsibilities in his/her profession recruited for his/her management/supervisory, thought and creativity skills as regards professional practice. He/she must have at least 15 years professional experience of which at least 7 must be connected with the professional sector concerned and the type of tasks to be performed.

Category II: Highly qualified member of personnel having assumed responsibilities in his/her profession recruited for his/her management/supervisory, thought and creativity skills as regards professional practice. He/she must have at least 10 years professional experience of which at least 4 must be connected with the professional sector concerned and the type of tasks to be performed.

Category III: Certified member of personnel having received a high-level training in his/her profession recruited for his/her thought and creativity skills as regards professional practice. He/she must have at least 5 years professional experience of which at least 2 must be connected with the professional sector concerned and the type of tasks to be performed.

Category IV: Junior member of personnel, newcomer to the profession but with a training related to the professional sector concerned and to the type of tasks to be performed.

The unit price is expected to cover the salary costs and ALL associated administrative and overhead expenses for the members of personnel.

Part A.2 – Travel and subsistence costs

Travel costs are the costs of return travel for one member of staff from the contractor's location to the field work place required in the corresponding request for service. Journeys should be carried out by the most direct and economic route.

Daily Subsistence Allowance covers all the subsistence costs (hotel/meals/local transport/etc.) for one member of personnel on mission for a one day of field work.

As for travel costs, the costs of daily subsistence allowance in countries outside the EU shall be determined by the contractor in each estimate of resources for each request of service.

Part A.3 – Workshop costs

Catering service for workshops shall consist of two coffee break services (morning + afternoon) and one sandwich lunch service per workshop day.

Prices for specific contracts will be presented broken down on the basis of the expert fees, fixed travel and subsistence costs and workshop costs established according to the price schedule. NO separate reimbursable expenses will be accepted.

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.

Prices must be fixed and not subject to revision for orders placed during the first year of performance of the Framework Contracts.

From the beginning of the second year of duration of the Contracts, price revision may be applied in accordance with Article I.3.2 of the model Framework Contract.

4.3.4 Price scenarios

Tenderers are required to prepare one price scenario per task based on the respective scenario summaries below. These scenarios should illustrate the tenderers understanding of the work required and illustrate how their price schedules will be applied in practice. As such, these scenarios will play a key role in the evaluation of the technical award criteria (section 5.3 in part 2) of tenders received by the Commission.

For each scenario, tenderers should set out:

- In a succinct summary, how their proposed solution will meet the needs of the Commission, demonstrating their understanding of the requirements, any potential pitfalls, and how these will be overcome;
- A brief outline of how the work will be organised and managed (e.g. major phases or milestones);
- What will be delivered;
- A total price for the prescribed scenario, based on a calculation of the quantities deemed necessary and the unit price schedules specified.

Please note:

- In the case that a future request for services would require similar services as those foreseen in the cases set out below, the tenderer will be correspondingly bound by the quantities and prices he provides for these cases.
- However, the cases cannot, in any way, be regarded as an indication of the priorities and the exact nature of future requests for services under the Framework Contract.

Below are the scenario summaries that tenderers should base themselves upon to develop their price scenarios. Tenderers are encouraged to prepare price scenarios that demonstrate their understanding of each scenario summary and that propose creative solutions to deal with the underlying challenges.

Scenario Summary for Task 1.1: Development of the European Observatory on Public Sector Innovation

For the activities covered by this Task, the following scenario is foreseen.

With contribution from the Commission and from the eGovernment managers from Relevant Countries engaged in the discussions of the Public Sector Innovation monitoring methodology, the contractor will identify the relevant areas of interest around which to structure the Observatory, as well as the relevant user roles and user privileges.

The contractor will identify the relevant stakeholders in the set of Relevant Countries and establish the necessary contacts to engage those stakeholders into participating in the Observatory.

The contractor will procure, via desk research and possibly via contacts with relevant stakeholders, an initial list of documents and references to make available in the repository.

The contractor will implement the Observatory's content management system that allows to store and make available documents and references annotated with metadata and supporting user comments. This comprises both the data infrastructure to maintain the documents and user input as well as the web front-end supporting consultation and interaction with users. The web front-end should support at least the following:

- Possibility of creation of thematic sections (by country, by eGovernment domain, by life event, for instance);
- Existence of a highlights section where new/relevant content can be given higher visibility by the site administrators;
- Existence of general discussion forums both related to sections of the observatory (specific documents, for instance) as well as related to new subjects introduced by users;
- Possibility of social sharing of content (i.e., possibility to post sections to Facebook, Twitter, and other social networks).
- Possibility of running full-text search on the metadata and user-generated content in the observatory (and when possible inside the published documents).
- Possibility of content tagging and associated search functionality.

The contractor will provide hosting means (infrastructure, web presence, security) for the Observatory's online collaboration platform and support its integration in the existing Digital Agenda Scoreboard online presence.

The Observatory should be available permanently and support at least 1 000 000 (one million) registered users overall, and at least 1 000 (one thousand) simultaneous users.

Users can have different roles in the online collaborative platform, for instance the following user roles can be foreseen: Commission Site Administrator, Participating Country Administrator, Participating Country user, Private Entity Contributor, Document contributor, Registered user, Unregistered user.

Authentication and authorisation will be performed using an existing sign-on infrastructure (e.g., the European Commission's Authentication System – ECAS).

Scenario Summary for Task 2.1: Data Collection for the Online Public Services Benchmark

For the activities covered by this Task, the following scenario is foreseen:

For three life events/government domains the contractor will have to measure the following indicators: User-Centric Government (mystery shopping part), Transparent Government, Citizen Mobility indicator and a Business Mobility, Key Enabler.

The life events to be considered are: Economic affairs/Business start-up and early trading activities, Education/Studying, Employment/Finding and losing a job. The unit of analysis is the URL of each specific public service making up the life events mentioned above: the exact number of public services to be examined in each Relevant Country will be defined in the landscaping, according to specific relevancy for the three domains/life events chosen for measurement¹⁹. Each service shall be analysed by two different researchers of the contractor's team (mystery shoppers). Where the service is provided by local authorities, the contractor should analyse the services provided by at least five different local authorities for each country (except for CY, MT, LU, IS, HR where 3 local authorities will suffice).

Based on a survey of citizens, the contractor will have to measure the following indicators: User-Centric Government (user survey part) and Effective Government.

The contractor should ensure a sample size of at least 28800 respondents: 1000 respondents for each country except the smaller ones (CY, LU, MT, IS) for which a sample size of 200 shall be deemed sufficient.

The future contractor should be required to undertake the following methodological steps: Structured Search Plan, Execution of the Mystery Shopping Web-based Search, Execution of the Relevant Country Survey, Execution of the User (Citizen) Survey, Processing of Results and Calculation of Overall Indicators, Country Fiches.

Three meetings will take place in Brussels at the Commission premises, with two members of the contractor team present at each meeting.

The duration of the tasks shall be nine months.

Scenario Summary for Task 2.2: Development of Novel and Sustainable Methodologies for Monitoring of Public Sector Innovation

For the activities covered by this Task, the following scenario can be foreseen:

Over a six month period, the contractor shall conduct a pilot to assess the possibility of crowd-sourcing the collection of data necessary to fulfil the activities in Task 2.1.

The contractor would develop a means of crowd sourcing the data collection that would entail a mechanism to present survey questions about the services being evaluated to users of those services in the end of their service workflow. Incentives (prizes, monetary rewards, etc.) could be offered to users willing to complete the survey. In order not to burden users with an extended set of questions, the overall survey could be broken into coherent small pieces that would be randomly presented to different users, such that the number of overall

¹⁹ For an exhaustive list of the services comprising the three life events see Annex B of the Method Paper mentioned in Footnote 3.

users responding to each piece would be sufficient for statistical significance.

The contractor would engage in the following actions:

- Develop the statistical models and assess the pre-conditions needed (number of users needed per survey piece, etc.) in order to evaluate the feasibility of such a data collection method, taking into particular consideration that the collected data should be compatible with data collected in previous benchmarking exercised using different methodologies.
- Procure two eGovernment services willing to participate in the pilot and allow online data collection from their users.
- Develop the survey pieces and prepare the infrastructure for data collection (web infrastructure and points of integration into the chosen services).
- Launch the survey as a pilot for a limited time period in the chosen services' websites and collect data.
- Validate and analyse the collected data to produce a benchmarking report of the selected services using this methodology.
- Produce a report about the validity of the methodology and the process to follow in order to incorporate the methodology into the main Benchmarking exercise, containing in particular an analysis of the cost sustainability of the approach.

Scenario Summary for Task 2.3: Workshops

The contractor is asked to organise a workshop on measuring the economic impact of eGovernment in Brussels at the Commission premises. The main objective is to bring together up to 40 experts in the field, a mix of eGovernment managers from Relevant Countries (national, regional or local level), academics with proven experience in economics and other social sciences and ICT and experts from industry.

The contractor will be responsible for:

- Identifying the stakeholders;
- Preparing the agenda;
- Organising a sandwich lunch for 40 people;
- Managing of travel and accommodation arrangements of up to 40 participants
- Financing the travel and accommodation expenses of up to 40 participants (In determining the amount of this type of expenses, the candidate(s) shall consider the rules laid out in Article II.16, and in particular to paragraph II.16.3, of the General Conditions For Service Framework Contracts).
- Facilitating the workshop;
- Follow up of the workshop:
 - Preparing a concise, readable report on the proceedings of the workshop.
 - Disseminating to participants and eventually other fora such as epractice.eu.

Prior to the workshop the contractor shall provide the Commission with a detailed outline of the structure and content of the workshop.

Scenario Summary for Task 3.1: Studies focusing on In-depth Analysis of Public Sector Innovation monitoring Data and other Relevant Subjects

For the activities covered by this Task, the following scenario can also be foreseen:

The contractor is asked to provide detailed in-depth and contextual analysis of the data collected in Task 2.1. Such analysis will focus, among other aspects, on the following key topics:

- a) Processing of the data collected in Task 2.1 and construction of evidence about the state and evolution of the relevant aspects of eGovernment for each surveyed country and for each life-event.
- b) Derivation of relevant conclusions and implications from the evidence gathered for each country, forming a coherent narrative that describes the state and evolution of each life-event and eGovernment service analysed.
- c) Complementing the conclusions and implications derived from the data collected in Task 2.1 with specific case studies that illustrate particular relevant aspects and best practices in specific countries or that highlight cross-border features of the services provided.
- d) Integration of the observations and evidence, collected in Task 2.1 for a particular year, into the time-series of eGovernment benchmarking evidence collected over time, building up a narrative of the main trends in the area and their implications.
- e) Building of the eGovernment indicators necessary for the Digital Agenda Scoreboard, and proposing eventual new indicators of interest that may address newly discovered areas of interest within the eGovernment umbrella.

4.3.5 Contract Value

The maximum cumulative value of all specific contracts to be concluded under each lot during the maximum duration of the multiple framework contracts (i.e. 4 years) shall not exceed EUR 4 000 000 – four million Euros. This value is divided among the three Lots as follows:

- Lot 1: the value of all specific contracts to be concluded under lot 1 during the maximum duration of the multiple framework contracts shall not exceed EUR 400 000 – four hundred thousand Euros.
- Lot 2: the value of all specific contracts to be concluded under lot 2 during the maximum duration of the multiple framework contracts shall not exceed EUR 2 600 000 – two million and six hundred thousand Euros.
- Lot 3: the value of all specific contracts to be concluded under lot 3 during the maximum duration of the multiple framework contracts shall not exceed EUR 1 000 000 – one million Euros.

5 EVALUATION OF TENDERS FOR THE AWARD OF THE FRAMEWORK CONTRACTS

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

Tenderers must demonstrate that they have been financially sound during the last 3 years.

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 3 financial years, where applicable, as approved by the general assembly of the company, audited and/or published

	<p>AND</p> <p>Statements of overall turnover and turnover from contracts in one or more of the fields of eGovernment and online public services, modernization and innovation in public administrations, impact of ICT on administrations and citizens, information society indicators or benchmarking in the last three financial years.</p>
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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>Expertise and experience in the relevant fields.</p> <ul style="list-style-type: none"> • For all lots: <ul style="list-style-type: none"> ○ Relevant expertise of the tenderer and other applicants, including subcontractors if any in the field of eGovernment and online public services, modernization and innovation in public administrations, impact of ICT on administrations and citizens, information society indicators and benchmarking. ○ Proven results of previous work in the field of eGovernment and online public services, and take-up and measurement of the information society. • For Lot 1: <ul style="list-style-type: none"> ○ Relevant and proven expertise in the development of online platforms in the fields of content publication/management and user opinion/participation support, and of online surveying engines. • For lot 2: <ul style="list-style-type: none"> ○ Proven expertise in organising and facilitating international workshops with various stakeholders. • For lots 2 and 3: <ul style="list-style-type: none"> ○ Relevant and proven expertise in social research methodology and methods including quantitative techniques such as surveys as well as qualitative research approaches.
Documentary evidence:	Information about at least 3 contracts in the fields listed above performed in the past five years, or currently being performed, containing a description of involved tasks, a summary of obtained results, and the

	respective contract values.
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<p>Criterion:</p>	<p>Technical knowledge and credibility of proposed team</p> <ul style="list-style-type: none"> • For all lots: <ul style="list-style-type: none"> ○ Collectively the team should have proven competence and expertise in the field of eGovernment and online public services, modernization and innovation in public administrations, impact of ICT on administrations and citizens, information society indicators and benchmarking (from academia, public administrations, industry and other private entities or persons). ○ Language quality: at least one third of the team members should have native-level language skills or equivalent in English, as guaranteed by a certificate or past relevant experience. ○ Data dissemination capacity: at least one of the team members should have knowledge of the data dissemination methods and requirements expressed in section 7.1.3 of part 1 of the tender specification. • For Lot 1: <ul style="list-style-type: none"> ○ The team delivering the service should include, as a minimum, one IT Project Manager with at least 5 years' experience in project management in the field of Information Technology, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size (at least 100 000 EUR – one hundred thousand euros), with experience in management of team of at least 5 people.
<p>Documentary evidence:</p>	<p>Concise but informative curricula vitae of all team members, demonstrating professional experience in the required fields. Demonstrated experience should be of at least 7 years for team members of category I, 4 years for team members of category II and 2 years for team members of category III (see category descriptions in the Explanatory note in section 4.3.3 of part 2).</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:	Management capability
Documentary evidence:	<p>List of at least 3 contracts of a value of at least 100 000 EUR – one hundred thousand Euros – each, performed by the tenderer(s) (including subcontractor(s), if any) in the last 5 years.²⁰</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 staff of the service provider or contractor in the last five years.</p>

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. Credibility, control and understanding of the work to be carried out (listed in Part 1 "Technical description")</p>	30	15

²⁰ If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.

<p>2. Technical quality of the tender</p> <p>2.1. Appropriateness of technical approaches to address the work requested</p> <p>2.2. Completeness of the proposed approaches, i.e., to which extent all issues are conveniently covered</p> <p>2.3. Effectiveness of the proposed approaches</p> <p>2.4. Degree of innovation of the proposed approaches</p> <p>2.5. Creativity of the proposed approaches in addressing the significant design component of the work requested</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</p> <p>3.2. Sound and realistic allocation of financial and human resources, including allocation of expertise</p> <p><i>(All the sub-criteria above are of equal relative importance)</i></p>	10	5
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 will be awarded up to three tenderers (see part 1, Section 2) for each Lot.

Separately for each Lot, the Contracts shall be awarded to the tenders offering the best value for money, according to the following formula:

$$\text{Score for tender X} = \frac{\text{cheapest price of all tenders}}{\text{price of tender X}} * 40 + \frac{\text{total quality score (out of 100) for technical award criteria of tender X}}{100} * 60$$

Within each Lot, tenders will be ranked according to the above score and the one with the highest score (provided that minimum threshold for technical award criteria are met) is ranked first.

Within each Lot, a tender's score will be determined taking into account the awarding criteria listed in section 5.3. The qualitative score obtained for the technical award criteria (section 5.3.1) will be summed up (with a 60% weight) with the price of the tender in relation to the cheapest price of all tenders (with a 40% weight). The price of the tender is defined as the sum of prices of the price scenarios of all the Tasks under the respective Lot (section 4.3.4 above).

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4, I.11 and II.15 of the model framework 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 **12** 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.

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

Framework Contract for the Monitoring of Public Sector Innovation and supporting services – SMART 2013/0072

<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)²¹</u>	
<u>CONTACT PERSON</u>	

²¹ 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

Name	
Forename	
Position	
Telephone	
Fax	
Email	
<p>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S): I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</p>	

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

**ANNEX 4: DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND
ABSENCE OF CONFLICT OF INTEREST**

Framework Contract for the Monitoring of Public Sector Innovation and supporting
services – SMART 2013/0072

(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.

- *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-making or control²² over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
- 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 penalties²³ 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.

²² This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

²³ 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

Full name

Date

Signature

ANNEX 5: POWER OF ATTORNEY²⁴

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

Framework Contract for the Monitoring of Public Sector Innovation and supporting services – SMART 2013/0072

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

²⁴ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

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

Signed in on [dd/mm/yyyy]

Place and date:

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

ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS

Framework Contract for the Monitoring of Public Sector Innovation and supporting services – SMART 2013/0072

Lot ...

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

Framework Contract for the Monitoring of Public Sector Innovation and supporting services – SMART 2013/0072

Lot ...

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 Regulation²⁵.

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:

²⁵ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Framework Contract for the Monitoring of Public Sector Innovation and supporting services – SMART 2013/0072

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>	■		■		
<i>Financial Section of the tender (see section 4.3, part 2)</i>	■		■		

ANNEX 8: E-PRIOR DESCRIPTION

1.1. What is e-PRIOR

e-PRIOR is the service-oriented communication platform²⁶ 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 services²⁷.
- 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 invoices²⁸ and receiving acknowledgements, sending dispatch advices and receipt advices.

²⁶ For more information please consult http://ec.europa.eu/dgs/informatics/supplier_portal/index_en.htm

²⁷ Service providers already connected to e-PRIOR: AdValvas, b2boost, certipost, inovis.

²⁸ 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

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.

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

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I ISBN number

DOI: number

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European Commission

Inside Back cover

(or last right page following report)

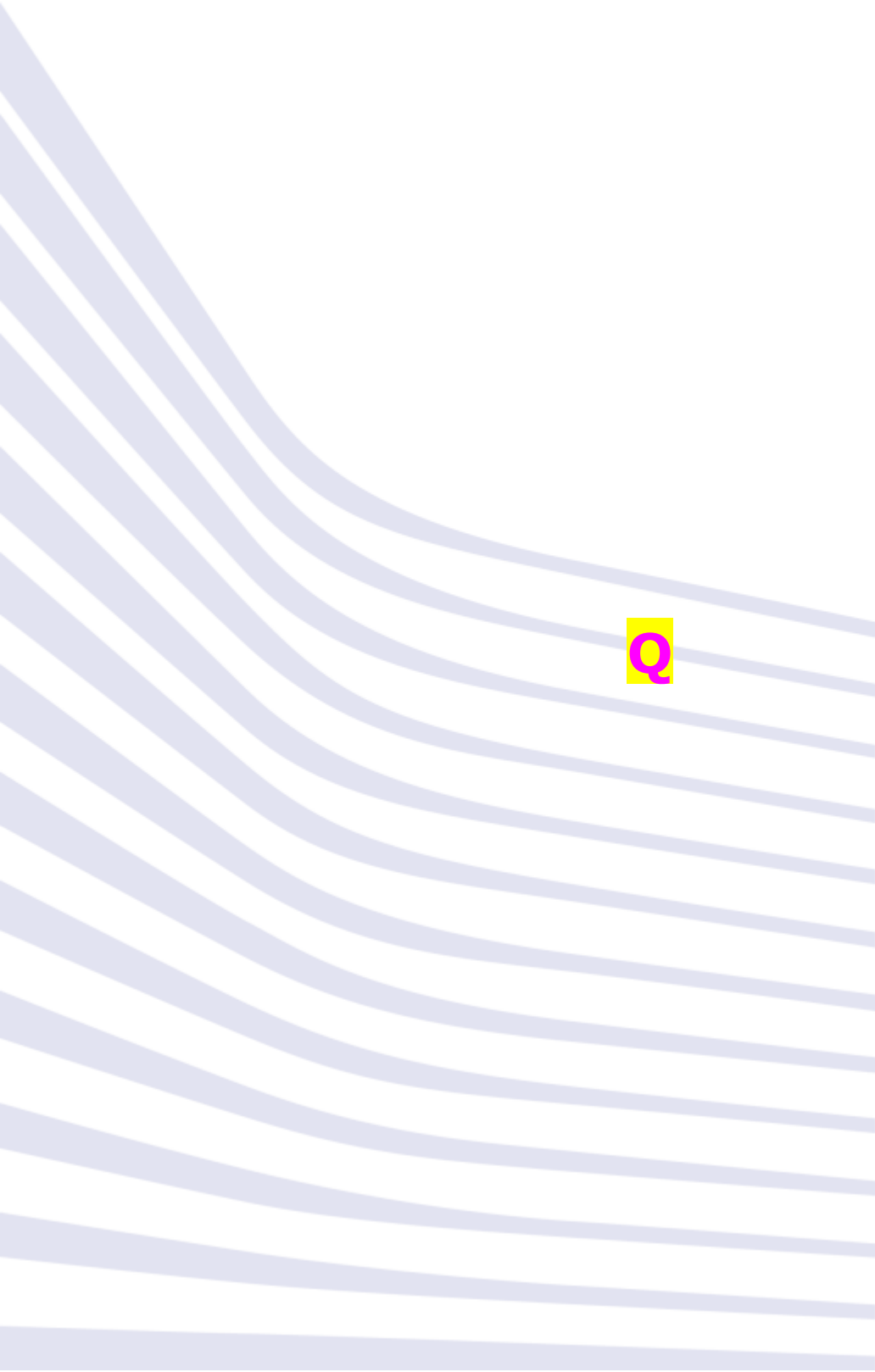
L Title

Luxembourg, Publications Office of the European Union

M XXXX – number of pages



BACK COVER



Q

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

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Inside back cover

L: Title of the publication

M: Replace XXXX with the year of publication and write the total amount of pages

N: See **O, P**

Back cover

O, P: ISBN, DOI (Digital Object Identifier), Catalogue Number

These three identifiers are mandatory on each Final Report and on each Executive Summary (each language version has separate identifiers). They must be obtained from the OP before the publication. Non-public Final Reports and/or Executive Summaries receive only a catalogue number.

Q: This banner has to have the same colour of banner **A**

Q: No text on this page. Only background .