

TENDER SPECIFICATIONS

Monitoring eHealth strategies: lessons learned, trends and good practices

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1 CONTEXT

eHealth is still a relatively new domain, the application of which has increased on the scene as of 1999¹. Originally considered more as part of Internet medicine, it has developed into a serious e-domain alongside with other e-terms, such as e-commerce, e-government, e-inclusion, e-learning etc.

The Ministerial Declaration at the EU Ministerial eHealth 2003 conference in May 2003 in Brussels pronounced that "eHealth refers to the use of modern information and communication technologies to meet needs of citizens, patients, healthcare professionals, healthcare providers, as well as policy makers."

As of 2005 eHealth forms a stable part of the European Union's initiative "i2010 – A European Information Society for growth and employment". It can play an important role in achieving stronger growth and creating jobs that require higher qualifications within a dynamic, knowledge-based economy. This vision was set out by the Lisbon European Council in March 2000, which converted eHealth in an integral part of the Lisbon agenda.

The i2010 Initiative reinforced the link between information and communications technology (ICT) and improvements in the quality of life. It stated that ICTs are capable of improving the health of our citizens via new ICT-enabled medical and welfare services. In light of the demographic challenges facing Europe, ICT could help make public health and welfare systems more efficient and effective.

Following the Communication of the Commission COM (2004) 356 final "eHealth - making healthcare better for European citizens: An action plan for a European eHealth Area"² all **Member States have committed themselves to issue national roadmaps – national programmes/plans for deployment of eHealth applications** (both products and services) as a result of addressing actions in the European eHealth Action Plan³.

The 2004 eHealth Action Plan requires the Commission **to regularly monitor the state of the art in deployment of eHealth, the progresses in agreeing and updating national eHealth Roadmaps and in the exchange of good practices.**

The December 2006 EU Competitiveness Council agreed to launch an initiative as a new policy approach aiming at the creation of markets with high economic and social value, in which European companies could develop a globally leading role, removing burdensome regulation or systemic failures in policy and legislative coherence which might hamper this potential.

In response the Communication of the Commission COM (2007) 860 final on "A lead market initiative for Europe" was adopted in December 2007⁴ and eHealth was identified as one of the six lead markets in the EU. The Communication included specific actions for Member States (a Roadmap) to contribute to accelerating the development of the market, including support for

¹ <http://www.jmir.org/2001/2/e20/>

² Communication on eHealth - making healthcare better for European citizens: An action plan for a European eHealth Area http://www.europa.eu.int/information_society/qualif/health/index_en.htm

³ p.24-26 of the Communication on eHealth - making healthcare better for European citizens: An action plan for a European eHealth Area http://www.europa.eu.int/information_society/qualif/health/index_en.htm

⁴ COM(2007)860: A lead market initiative for Europe

further pilot actions under the Competitiveness and Innovation Programme and a coordinated action that will relate to possible developments in the legal framework, standardisation, certification and procurement activities.

The Roadmap for implementation of the eHealth task force Lead market initiative also identifies better coordination and exchange of good practices in eHealth as a way to reduce market fragmentation and lack of interoperability. The Commission has already funded a first study to map the national eHealth strategies "Towards the establishment of a European eHealth Research Area⁵" and a separate study on "good eHealth⁶" mapping best practices. In both cases Member States and eHealth stakeholders in the context of the i2010 subgroup on eHealth and of the latest eHealth Conferences have underlined the importance of this work and the need to maintain it updated to continue to benefit from it.

Further political commitment was confirmed at the eHealth Conference 2007 in Berlin in April 2007 and the High-Level eHealth Conference in Portorož in May 2008 where EU Member States agreed a declaration on European Co-operation on Europe-wide Electronic Health Services, and confirmed their intention to take steps towards building on national eHealth roadmaps: "Each Member State has shared with the others its recent plans and strategies regarding policy priorities in eHealth. Commitment is needed to ensure that these roadmaps are updated and distributed regularly, so as to maintain a solid foundation for building future activities. Information should also be disseminated by the Member States regarding the kinds of electronic tools that can support them in addressing the many concrete challenges posed by health care systems".

The EU currently has a worldwide momentum in the deployment of national health information networks and shared electronic records for integrating healthcare delivery across different health communities. Outcomes of the previous studies, supporting the implementation of the eHealth Action Plan, as well as regular meetings with the national eHealth representatives under the i2010 sub-group revealed that the level of eHealth deployment and sustainability varies from Member State to Member State, depending on factors such as political will to commit for eHealth policy, cooperative approach among all relevant national bodies, financial resources committed for ICT in health, broadband penetration, standardisation and certification of eHealth products and services, correct enforcement of legislation on personal data protection, e-commerce, e-signature, awareness among addressee groups (health professional associations, patients associations, insurers) or high-level education in eHealth.

2 OBJECTIVES

2.1 Specific objectives

The key aim of the study is to analyse the 27 EU national programmes/plans⁷ on eHealth in order to identify the progress done by Member States in adoption, implementation and enforcement of measures, which were proposed under their national eHealth roadmaps. Screening of the progress in eHealth will lead to identification not only of the adopted measures, but mainly to identify areas where a desired progress has not been achieved and recommend in detail priority areas, where an action by Member States is necessary. At the same time the progress report will recommend an indicative timetable for implementing the priorities, based on timetable defined by the national eHealth programmes/plans. The result of such screening will be a progress report on eHealth and an individualised report per each

⁵ <http://www.ehealth-era.org/database/database.html>

⁶ <http://www.good-ehealth.org/>

⁷ In case the Member State does not have any comprehensive national strategy on eHealth, all the activities, which normally should be part of such a strategy, should be screened.

Member State on progress in eHealth implementation, divided in the two parts – a part on progress and a part on priorities, i.e. indicative list of measures to be adopted to fully meet the requirements set up in the national eHealth programmes or plans.

The study will address the achievements in the implementation of national eHealth programmes/plans in EU Member States and two EFTA countries - Iceland and Norway, which together with the EU27 form the European Economic Area (EEA), e. g. the existence of eHealth related policies, national laws, regulations on eHealth, if they exist (e.g. personal data protection, professional qualifications of eHealth providers, e-commerce, legal liability). This means the study will not describe national programmes/plans as such; the study will provide **for accountable and measurable progress**. Based on the achieved progress, the study will point out the priority areas for each EU Member State, Iceland and Norway where measures shall be adopted to successfully complete the national eHealth programmes/plans. These priorities will be as much as concrete as possible and will correspond to real main needs of the country.

The principal objective of the eHealth progress report will be to assist the national authorities in the Member States, Iceland and Norway in their efforts to comply with the objectives contained in 2004 eHealth Action Plan and transferred into their national eHealth programmes/plans. They will cover in detail proposals for priority actions needed for successful implementation of national eHealth programmes/plans, specific for each Member State, Iceland and Norway.

In addition the study has the additional objective to identify trends and analyse lessons learned via best practices.

The ultimate goal of this study is to contribute to eliminate/reduce fragmentation of eHealth market in European Union and identify areas where immediate action is necessary; the list of priorities will serve as a point of departure for a future direction of eHealth policy at the EU level.

The study will take into account the outcomes of the research project on eHealth ERA (6th FP) - "Towards the establishment of a European eHealth Research Area⁸", especially national eHealth sheets, the study "Exchange of good practices in eHealth⁹" and the study launched in 2007 on "eHealth benchmarking" which collect measurements on the level of deployment and use of eHealth services in the EU27, Norway and Iceland.

The study will also closely follow the outcomes of a survey carried out by the WHO Global Observatory for eHealth which monitors the evolution and impact of eHealth on health in WHO Member States¹⁰

This new study will as well underpin the activities initiated by the Competitiveness and Innovation Programme (CIP) in the area of eHealth i.e. the implementation of the Large Scale Pilot "EU wide implementation of eHealth services to support continuity of care: patient's summaries and ePrescription" and Thematic Network.

2.2 Outcomes

⁸ <http://www.ehealth-era.org/>

⁹ <http://www.good-ehealth.org/>

¹⁰ <http://who.int/goe>

The anticipated outcomes of this study will be a **progress report** on implementation of eHealth in EU Member States, Iceland and Norway which will inform about the level of fulfilment of national eHealth programmes/plans, identify the gaps in their implementation by comparing between proposed actions and adopted measures. The study aims also at recommending, by Member States, the most relevant areas (priorities) which still need to be addressed to fully achieve the objectives set up under the eHealth Action Plan.

The progress report on eHealth will have two parts – I. part – **a summary** which will cover the main findings, lessons learned and best practices from all national eHealth programmes/plans and II. Part – **country progress reports on eHealth** which will be drafted for each Member State, Iceland and Norway, based on factual implementation of its national eHealth programme/plan. This part of the progress report will provide an individualised framework, which would serve the relevant Member State to assess its own advancement and at the same time would provide a set of recommendations for further actions, based on the factual needs resulting from the implementation, to enhance deployment of eHealth.

In its **Communication COM (2004) 356 final “eHealth - making healthcare better for European citizens: An action plan for a European eHealth Area”¹¹**, the European Commission set out a range of proposals for enhancing the eHealth deployment in every EU Member State. According to the eHealth Action Plan "each Member State is to develop a national or regional roadmap for eHealth. This should focus on deploying eHealth systems, setting targets for interoperability and the use of electronic health records, and address issues such as the reimbursement of eHealth services".

The 2004 eHealth Action Plan bring together these three priority areas:

Addressing common challenges:

- health authorities leadership;
- interoperability of health information systems;
- patient identifiers;
- interoperability of electronic health records;
- mobility of patients and health professionals;
- enhancing infrastructure and technologies;
- conformity testing and accreditation for an eHealth market;
- legal and regulatory issues.

Pilot actions: accelerating beneficial implementation:

- information for citizens and authorities on health education and disease prevention;
- towards integrated health information networks;
- promoting the use of cards in health care.

Working together and monitoring practice:

- disseminating best practices;
- benchmarking;
- international collaboration.

2.3 Priorities and coverage

¹¹ Communication on eHealth - making healthcare better for European citizens: An action plan for a European eHealth Area http://www.europa.eu.int/information_society/qualif/health/index_en.htm

The eHealth progress report will be essential to meet the requirements set by the eHealth Action Plan and will support the accomplishment of the Roadmap to implement the policy recommendation of the eHealth Task Force Lead Market Initiative¹². At the same time the study will provide a concrete instrument to assess the results of the policy activities of the EU Members States and two EFTA countries - Iceland and Norway.

The eHealth progress report will provide recommendations on priority areas to be addressed, by each Member State, based on the analysis undertaken on the progress in the implementation of the national eHealth programmes/plans. The progresses shall be monitored for the period from the adoption of national roadmap(s) until present.

The structure of the country progress reports on eHealth shall be:

- overall political priorities in eHealth (proposed actions to be taken at the political level);
- legal priorities (proposed action to be taken to address barriers in legal framework hampering deployment of eHealth);
- administrative and organisational priorities (proposed actions to be taken to address organisational framework, e. g. interoperability of eHealth products and services).

Financial consequences (estimate of necessary resources) of the proposed actions should also be addressed.

The study shall aim at providing suggestions to Member States for priority areas to be addressed. This exercise is solely intended to support Member States in meeting the objectives defined by the EU eHealth Action plan and it will be based on the analysis of progresses and available results and it shall be undertaken in full respect of the prime responsibility of Member States for organisation and delivery of healthcare (Article 152 of the Treaty establishing the European Community). **The list of proposed priority areas suggested in this study therefore may vary from priorities set up at national level by Member State or EEA country.**

The examples of monitored areas are:

- existence of national policy for eHealth (commitment and leadership of health authorities);
- access for all to eHealth;
- level of investment for hardware and software for implementation of eHealth systems (existence of private-public partnerships, inclusion in comprehensive national research strategies – what portion of R&D for eHealth or structural operations);
- empowering health consumers: patients and healthy citizens;
- assisting health professionals (healthcare related national portal for professionals, network of national healthcare providers);
- patient identifiers (use of electronic health/identification cards);
- interoperability of health information systems;
- existence of electronic health record or a level of its development;
- interoperability of electronic health records;
- use of telemedicine, teleradiology, telecare and other eHealth services
- existence or level of development of ePrescription;
- ICT supported home health and social care systems, e. g. telehome monitoring;
- legal and regulatory issues (personal data protection, e-commerce, general product liability etc.);

¹² Pp. 2-5 of the Annex I of the COM (2007) 860 final

- establishment of university level education in eHealth;
- cross-country cooperation (if exists);
- international cooperation (if exists).

The list of the above areas is not exhaustive and other areas of eHealth, which are part of a national roadmap of a Member State, will be considered.

2.4 Technical requirements

The study will start with the identification of the national roadmaps for eHealth; it will deal the most updated versions of the national programmes/plans for eHealth and national progress reports, if they exist. The study will need to take full account of existing progresses reports made available by other International organisation(s) (i. e WHO Global Observatory for eHealth), and avoid as much as possible duplication of activities with other such initiatives. The study will monitor a progress done in organisational, legal, and administrative frameworks, and will try to identify the financial needs (estimated by Member States) which may also constitute a barrier hampering the development and deployment of eHealth.

The period of monitoring will be as of the date of adoption of the national roadmap until today.

Monitoring of the progress in eHealth will demonstrate which measures have been taken by Member States and set out areas, where no or little progress has been achieved. The study will then focus towards identification of priority areas and concrete priorities for implementation of eHealth products and services in forthcoming period. This phase will allow identification of barriers for development and deployment of eHealth in each Member State.

The choice of a method to screen progress in eHealth and to identify the priorities for each Member State must be motivated in the adequate context. To achieve the most objective and realistic overview of the implementation of eHealth in Member States, the structured dialogue and cooperation with the national top-institutions shall be conducted and adapt the following structure for each particular thematic area, described in detail in point 2.3. The analysis may be complemented with stakeholders' interviews particularly of legal and regulatory experts, case studies on specific projects in Europe (e. g. eHealth ERA, Exchange of good practices in eHealth or WHO Global Observatory for eHealth) and other data gathering and analysis methods, subject to approval by the Commission services during the Steering Committee meetings.

2.5 Relevant documents

The following documents are highly relevant for the tenders' preparation.

Legal texts:

1. Communication from the Commission COM (2004) 356 final, entitled “e-Health - making healthcare better for European citizens: An action plan for a European e-Health Area¹³”;
2. Communication from the Commission, COM (2004) 301 final, entitled “Follow-up to the high level reflection process on patient mobility and healthcare developments in the European Union¹⁴”;

¹³ http://www.europa.eu.int/information_society/eeurope/ehealth/index_en.htm;

¹⁴ http://europe.eu.int/eur-lex/en/com/cnc/2004/com2004_0301en01.pdf

3. The Communication from the Commission (2007) COM 856 final on "A lead market initiative for Europe" of December 2007¹⁵;
4. Directive 95/46/EC of the European Parliament and of the Council of the European Union, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, OJ L 281, 23.11.1995, p. 31–50;
5. Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), OJ L 201, 31.7.2002, p. 37–47;
6. Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce), OJ L 178, 17.7.2000, p. 1–16;
7. Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community framework for electronic signatures, OJ L 13, 19.1.2000, p. 12; 8. Directive 93/42/EEC of 14 June 1993 on medical devices, OJ L 169, 12.7.1993;
- Directive 85/374/EEC of 25 July 1985 concerning liability for defective products, OJ L 210, 7.8.1985, p.29;
9. Working Document on the processing of personal data relating to health in electronic health records (EHR)" produced by the Article 29 Working Group¹⁶;
10. Opinion 4/227 on the concept of personal data, adopted 20 June 2007, WP 136 produced by the Article 29 Working Group¹⁷;
11. Council Conclusions on Common values and principles in European Union Health Systems. OJ 2006/C 146/01;
12. European Parliament Resolution of 23 May 2007 on the impact and consequences of the exclusion of health services from the Directive on services in the internal market (2006/2275(INI))¹⁸;
- European Council Conclusions 13/14 March 2008¹⁹;

Reports and publications:

13. eHealth ERA report "Towards the establishment of a European eHealth Research Area"²⁰;
14. Results of the study: "Exchange of Good Practices in eHealth"²¹;
15. Results of the study: "Economic and productivity impact of eHealth"²²;
16. Results of the study: 'Economic Impact of electronic health records'²³;
17. Results of the study: 'Financing and boosting investment on eHealth'²⁴;

¹⁵ COM(2007)860: A lead market initiative for Europe.

¹⁶ http://ec.europa.eu/justice_home/fsj/privacy/docs/wpdocs/2007/wp131_en.pdf

¹⁷ http://ec.europa.eu/justice_home/fsj/privacy/docs/wpdocs/2007/wp136_en.pdf

¹⁸ <http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-//EP//TEXT+TA+P6-TA-2007-0201+0+DOC+XML+V0//EN>

¹⁹ http://www.consilium.europa.eu/ueDocs/cms_Data/docs/pressData/en/ec/99410.pdf

²⁰ <http://www.ehealth-era.org/database/database.html>

²¹ <http://www.good-ehealth.org/>

²² See http://www.ehealth-impact.org/download/index_en.htm

²³ See <http://www.ehr-impact.eu>

²⁴ See <http://www.financing-ehealth.eu>

18. The results of the study Legally eHealth²⁵;
19. The results of the study on Legal Framework of Interoperable eHealth in Europe²⁶;
20. Report of the Personal Health Systems 2007 conference in the European Parliament. ²⁷;
21. Report from the Personal Health Systems consultation workshop in Tampere ²⁸;
22. Rising to the Challenge of eHealth across Europe's Regions. eHealth and Health Policies: Synergies for better Health in a Europe of Regions. Petra Wilson and Véronique Lessens, 2006²⁹.
23. Mapping the Potential of eHealth: Empowering the Citizen through eHealth Tools and Services. Petra Wilson (EHMA) and Antoinette Moussalli (EIPA), 2004³⁰.

3 DURATION

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

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The deliverables listed below must be provided by the contractor:

An inception report on progress in implementation of eHealth national programme/plan in one EU Member State, which will cover preliminary findings related to all sections as described in points 2.3 and 2.4, is requested. The inception report shall serve as a model country report (country progress report); it will be presented and discussed in Brussels during a meeting with the Commission's services no later than *7 weeks* after signature of the contract by both parties; the inception report shall be made available to the Commission's services 5 working days before the meeting.

Country progress reports in EU27, plus Iceland and Norway will cover the same sections as listed in point 2.3. It shall be noted that the list of the thematic areas in point 2.3 is not exhaustive and other areas of eHealth, which are part of a national roadmap of Member State, will be considered.

A draft **progress report** in all EU Member States, Iceland and Norway, which will contain two main parts, as indicated in point 2.2 of this Tender Specifications, including the following parts and sections:

²⁵http://ec.europa.eu/information_society/activities/health/docs/projects/project_of_month/200702legally-ehealth.pdf

²⁶ OJ 2007/S 139-171121

²³ http://ec.europa.eu/information_society/newsroom/cf/itemdetail.cfm?item_id=3469

²⁴ http://ec.europa.eu/information_society/newsroom/cf/itemlongdetail.cfm?item_id=3857 (there is a specific section on page 17)

²⁹http://ec.europa.eu/information_society/activities/health/docs/events/ehealth2006malaga/ehealth2006rising_challenges_ehealth_europe_regions.pdf

³⁰ http://www.ehma.org/_fileupload/publications/MappingthePotentialofeHealth-FULL.pdf

Part I

- Executive summary on main findings, lessons learned (both positive and negative) and best practices;
- General approach followed and a chapter addressing each of the sections as described in points 2.3 and 2.4 above (Objectives);
- Preliminary conclusions.

Part II

- Country progress reports following the structure in point 2.3 and addressing each thematic section as described in point 2.3

The draft progress report will be presented and discussed, as needed, in Brussels during a meeting with the Commission's services no later than *15 months* after signature of the contract by both parties; the draft progress report shall be made available to the Commission's services 10 working days before the meeting.

A progress report, including country progress reports, will be completed and provided to the Commission's services within *18 months* after signature of the contract by both parties. The final progress report shall be provided in five bound paper copies together with annexes and in a "PDF" format suitable for publication by the Commission's services on the Commission website.

The progress report will include the following parts and sections:

Part I.

- Executive summary
- Methodology for assessment of the national eHealth plans/programmes
- Assessment of progress
- Examples of Best Practice and Lessons Learned
- Recommendations and conclusions

Part II. Country progress reports

- Executive summary
- Assessment of the progress:
 - Overall political priorities
 - Legal priorities
 - Administrative and organisational priorities
 - Financial consequences
- Recommendations and conclusions

The progress report will be presented and discussed, as needed, in Brussels during a meeting with the Commission's services no later than *18 months* after signature of the contract by both parties; the progress report shall be made available to the Commission's services 10 working days before the meeting.

In addition, **a publishable article** (~2.500 words) detailing the main findings of the study will be required in the 18th month of the study (graphs and/or supporting material to illustrate the findings would be required, if needed).

All the deliverables must be produced in English.

4.2 Meetings and workshops

Kick-off meeting

A first kick-off meeting will be organised by the Commission's services at the Commission's premises in Brussels during the first month after signature of the contract by both parties.

Second Meeting

A second meeting during which the contractor will present **the inception report** shall be held 7 weeks after signature of the contract by both parties. It will be organised by the Commission's services at the Commission's premises in Brussels.

Third (Consultation) Meeting A third (consultation) meeting to present, discuss and review the state of art of the draft progress report, especially interim findings, will be held within 8 months after signature of the contract by both parties. It will be organised by the Commission's services at the Commission's premises in Brussels. No separate deliverable will be required for this meeting.

Fourth Meeting

A fourth meeting during which the contractor will present the draft Progress Report will be held 15 months after the signature of the contract by both parties. It will be organised by the Commission's services at the Commission's premises in Brussels.

Final (Progress Report) Review Meeting

A final meeting to discuss the progress report, including the country progress reports, will be held 18 months after signature of the contract by both parties. It will be organised by the Commission's services at the Commission's premises in Brussels.

Workshop

It is likely that the Commission will organise a one-day workshop in Brussels, where the contractor will be asked to present the results of the draft progress report. This workshop could take place in the Commission's premises in Brussels or during a conference organised with the support of the Commission. This workshop, during which the contractor will present the results of the draft progress report, will take place during the last 2 months of execution of the tasks. The organisation of workshop will require preparing a short document and/or a presentation, which will summarise the findings of the study and will raise issues for discussion at the workshop. The feedback from the workshop will be incorporated in final version of the progress report.

The contractor will be required to perform the following tasks:

- send for approval by the Commission's services a short document and/or a presentation in electronic format 5 working days before the event at the latest;
- ensure attendance of one speaker (senior member of research staff);
- cover travel and subsistence costs for the speaker.

4.3 Timetable

Deliverable ↓	Meeting ↓	Month →	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Kick-off meeting		X																	
Inception Report				X																
	Second Meeting			X																
	Third Meeting									X										
Draft Progress Report																	X			
	Fourth Meeting																X			
Progress Report																				X
	Final meeting																			X
Publishable article																				X
	Workshop as in 4.2																			X

5 TERMS OF APPROVAL OF DELIVERABLES

After reception of each deliverable included in section 4.1 above, the Commission will have **45** calendar days in which:

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

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

Where the Commission requests a new deliverable because the one previously submitted has been rejected, this must be submitted within **45** calendar days. The new deliverable shall likewise be subject to the above provisions.

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

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

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

2 ADMINISTRATIVE REQUIREMENTS

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

2.1 Different ways to submit a tender

Please pay attention to options 1 to 4 below, which describe the different ways of submitting a tender, and make sure that all the documents and evidences required with respect to YOUR tender are submitted.

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

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

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

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

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

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

The partnership may take the form of:

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

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner, designate one of the partners as

lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

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

2.2.2 Subcontracting

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

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

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

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

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

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form³¹ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 3: Financial Identification form³² (filled in and signed by an authorised representative of the tenderer and his banker)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

Options 2 and 4: documents to be provided by each partner

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form³³ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)

³¹ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

³² A standard template in each EU language is available at: http://ec.europa.eu/budget/execution/ftiers_en.htm

³³ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

- Annex 5: Power of attorney (filled in and signed by an authorised representative of each partner)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

Options 3 and 4: Documents to be provided by each subcontractor (if the sub-contractor is an **individual external expert** not part of the tenderer's staff, he will have to provide only the letter of intent in Annex 6)

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

3 SIGNATURE OF THE TENDER

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

4 LAYOUT OF THE TENDER

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

4.1 Administrative section

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

4.2 Technical section

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

4.3 Financial section

The price quoted must fulfil the following requirements:

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

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

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

(a) Professional fees: must cover all expenditure incurred in the performance of the contract. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total number of days each member of staff will contribute to the contract should be provided.

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

(c) Other Costs (outsourced services or supplies for which invoices can be produced, e.g. translation expenses, printing expenses, website development, etc.)

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

The total price quoted cannot exceed 300.000 euros. Tenders with a higher total price will be rejected.

5 EVALUATION OF TENDERS

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

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

5.1 Exclusion Criteria

5.1.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

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

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

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

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

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

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

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

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

by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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

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

5.1.5. Administrative and financial penalties

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.
2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
 - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

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

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Community budget for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
 - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
 - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Communities' financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

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

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

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

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

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

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

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

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

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

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

5.2 Selection criteria

The following selection criteria will be used to select the tenderers. If the tender is submitted by partners (as defined under section 2.2 above) these selection criteria must be fulfilled by each partner.

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

5.2.1 Professional information

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

5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing
Documentary evidence:	Annual income statements and balance sheets or extracts there from for the last three financial years Statement of overall turnover and turnover from contracts in the field of the services to which the contract relates in the last three financial years.

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

5.2.3 Technical background

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of in the field of ICT in healthcare, in particular in the area of research or surveys on eHealth.
Documentary evidence:	List of contracts in the field of ICT in healthcare, in particular in the area of research or surveys on eHealth performed in the past three years, or currently

	being performed, with their respective values
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Criterion:	Experience, technical knowledge and credibility of proposed team
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the specific domain of this study of at least three years

Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 100.000 euros performed in the last three years

5.3 Award criteria

5.3.1 Technical award criteria

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

Technical award criterion	Maximum score/weighting	Threshold
<p>1. Understanding of the task required in relation to the tender</p> <ul style="list-style-type: none"> • Understanding of the context (eHealth Action plan, i2010 initiative, eHealth ERA project etc.); • Credibility, control and understanding of the tasks to be carried out (see part 1, points “study objectives “). • Value added in respect of information included in the tender specifications <p>(All the sub-criteria above are of equal relative importance)</p>	30	15
<p>2. Technical quality of the tender</p> <ul style="list-style-type: none"> • Quality of the technical approach; • Clarity, credibility, quality and feasibility of the technical content of the tender; • Methodology to collect and analyse data / Soundness and appropriateness of the proposed analysis tools and data gathering techniques / Completeness of the methodology to cover the full scope of the task; • Degree to which the technical content of the offer ensures the expected quality of the deliverables/ Degree to which all relevant issues are covered; • Value added at the EU level (e. g. geographical coverage, access to information sources). <p>(All the sub-criteria above are of equal relative importance)</p>	50	25
<p>3. Management</p> <ul style="list-style-type: none"> • Quality of Work plan and organisation of the work; 	20	10

<ul style="list-style-type: none"> • Realistic time scale; • Sound and realistic allocation of human and budgetary resources; • Measures put in place for ensuring a continuous training and up-to-date knowledge in eHealth area of the team proposed by the tenderer (education, information, IT tools of updating knowledge in the area) <p>(All the sub-criteria above are of equal relative importance)</p>		
TOTAL	100	60

Minimum score per criterion (threshold):

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

Minimum total score (threshold):

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

5.3.2 Price

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

6 AWARD OF THE CONTRACT

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

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.
- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.
- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150.000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

8 VALIDITY OF THE TENDER

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

9 ADDITIONAL PROVISIONS

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

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

11 NO OBLIGATION TO AWARD THE CONTRACT

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

12 RESULTS

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

13 DISCLAIMER

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

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

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)³⁴</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

³⁴ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

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

A standard template in each EU language is available at:

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

ANNEX 3: BANK IDENTIFICATION FORM

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

A standard template in each EU language is available at:

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

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

**MONITORING EHEALTH STRATEGIES: LESSONS LEARNED,
TRENDS AND GOOD PRACTICES**

The undersigned [*name of the signatory of this form, to be completed*]:

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

or

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

official name in full:

official legal form:

official address in full:

VAT registration number:

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

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

In addition, the undersigned declares on their honour:

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

- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above³⁵.

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

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

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

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

Full name

Date

Signature

³⁵ Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

ANNEX 5: POWER OF ATTORNEY

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

(to be filled in and signed by each of the partners in a joint tender)

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

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

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

Signed in on [dd/mm/yyyy]

Place and date:

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

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

Monitoring eHealth strategies: lessons learned, trends and good practices

The undersigned:

Name of the company/organisation:

Address:

Option 1: Company/Organisation

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

Option 2: External individual expert

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

Place and date:

Name (in capital letters) and signature: