

TENDER SPECIFICATIONS

Future impact of ENIAC and ARTEMIS

2012/0050

TABLE OF CONTENTS

PART 1: TECHNICAL DESCRIPTION	1
1 CONTEXT	1
1.1 GLOBAL CONTEXT.....	1
1.2 EUROPEAN CONTEXT.....	2
2 OBJECTIVES	3
2.1 STUDY OBJECTIVES.....	3
2.2 SCENARIOS.....	4
2.3 TASKS.....	4
2.4 METHODOLOGY.....	5
3 DURATION	5
4 DELIVERABLES, MEETINGS AND TIMETABLE	5
4.1 DELIVERABLES.....	5
4.1.1 <i>The deliverables listed below must be provided by the contractor:</i>	6
4.1.2 <i>Report format</i>	6
4.2 MEETINGS.....	7
4.3 TIMETABLE.....	8
5 TERMS OF APPROVAL OF REPORTS	9
5.1 STUDY REPORTS.....	9
5.2 OTHER DELIVERABLES (PUBLIC CONSULTATION REPORT).....	9
6 LAYOUT/CONTENT OF THE WORK PLAN	9
PART 2: ADMINISTRATIVE DETAILS	10
1 ELIGIBILITY REQUIREMENTS	10
2 ADMINISTRATIVE REQUIREMENTS	10
2.1 DIFFERENT WAYS TO SUBMIT A TENDER.....	11
2.2 JOINT TENDERS AND SUBCONTRACTING.....	11
2.2.1 <i>Joint tenders</i>	11
2.2.2 <i>Subcontracting</i>	11
2.3 IDENTIFICATION OF THE TENDERER – LIST OF FORMS & EVIDENCES REQUIRED.....	12
3 SIGNATURE OF THE TENDER	13
4 LAYOUT OF THE TENDER	13
4.1 ADMINISTRATIVE SECTION.....	13
4.2 TECHNICAL SECTION.....	14
4.3 FINANCIAL SECTION.....	14
5 EVALUATION OF TENDERS	15
5.1 EXCLUSION CRITERIA.....	15
5.2 SELECTION CRITERIA.....	19
5.2.1 <i>Professional information</i>	19
5.2.2 <i>Financial and economic capacity</i>	19
5.2.3 <i>Technical background</i>	20
5.3 AWARD CRITERIA.....	21
5.3.1 <i>Technical award criteria</i>	21
5.3.2 <i>Price</i>	22
6 AWARD OF THE CONTRACT	23
7 PAYMENT AND STANDARD CONTRACT	23

8	VALIDITY OF THE TENDER.....	23
9	ADDITIONAL PROVISIONS.....	23
10	LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT.....	23
11	NO OBLIGATION TO AWARD THE CONTRACT	23
12	RESULTS	24
	PART 3: ANNEXES.....	25
	ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM.....	25
	ANNEX 2: LEGAL ENTITIES FORM.....	26
	ANNEX 3: BANK IDENTIFICATION FORM.....	26
	ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST	27
	ANNEX 5: POWER OF ATTORNEY	29
	ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS	31
	ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS	32
	ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED.....	33

1 CONTEXT

1.1 Global context

The nanoelectronics industry is a global one with the main actors existing in the major industrialized countries, namely USA, Japan, Korea, Taiwan and Europe (some member states). With at the core integrated circuit (IC) manufacturers, this industry involves a large network of players including materials and equipment suppliers as well as design companies, which include a lot of SMEs. Beyond classical computing functions provided by ICs, embedded computing systems constitute a large part of this industry with such chips embedded in almost every modern equipments and systems, consumer or industrial goods. At the same time their interaction with the downstream user base (which includes integrators, such as automotive part manufacturers, medical equipment companies, etc.) is a key factor in this ecosystem.

Along the past 2 decades, the number of major players able to follow the integration race set by the internationally built roadmap (ITRS) steadily decreased to a handful set nowadays. This trend is the consequence of the exponentially growing costs of R&D as well as plant building from one generation to the next, which while decreasing the transistor gate length, go along with the need to increase production volume to keep the IC cost constant. This poses a threat to all actors and pushes the largest ones (Intel, Samsung and TSMC) to continue raising their capital expenditures even further and start working on the next wafer size generation, i.e. 450 mm. The other actors, mainly Japanese companies and the few European remaining players try to stay in the race by consolidating and sharing their R&D costs. This is exemplified by many years of efforts of the Japanese companies and public authorities to reach an efficient semiconductor manufacturing in a deverticalized industry and the move of STMicroelectronics to share its R&D costs with the Albany cluster (USA) around IBM. This change of game is also pushing those last actors to strengthen even more their developments along More than Moore devices (microsystems, power electronics, etc.) and enhance their developments of embedded systems as a differentiation driver from microprocessors and solid-state memories.

It also appears more than ever that nanoelectronics and embedded systems pull the development of advanced products in all other fields of economy as a provider of advanced functions (computation, control, sensing, etc.) that enable systems. One specificity to be noted is also that nanoelectronics is the most advanced technological industry and the most mature among the identified Key Enabling Technologies¹. Embedded systems built on these capabilities are able to address constraints related to implementation in real products and services, including dependability, security/safety or networked functions whose complexity is flexibly handled by middleware/embedded software. This translates into applications from automotive to telecommunications through new energy management systems, from smart grid or renewable energies, down to all applications of ambient intelligence including integration of ubiquitous sensor networks, RFID/Internet of Things, human machine interfaces, all communication network, etc.

Today no industrial sector is competitive without the use of advanced embedded systems because they are introducing new functions while reducing costs. These devices are thus an

¹ http://ec.europa.eu/enterprise/sectors/ict/files/kets/hlg_report_final_en.pdf

opportunity for growth and at the same time a necessity to keep this strategic industry securing the innovation capacity in systems and services. The importance of nanoelectronics and embedded systems at the core of and in sustaining the global economy can not be overlooked. Everywhere in the world governments are heavily investing public money and favouring clusters in these specific fields to foster the continuous capitalization for this determinant industry. The huge and continuous investment in capital for plant building, the efforts to create a fruitful ecosystem around these plants and the cooperation in R&D with academic and technology research laboratories are living on the sum of knowledge and know-how that can not be recreated once lost, partly because of their uncommon scale.

1.2 European context

European players - industries, R&D labs and policy makers - recognized the specific situation of Europe nanoelectronics industry and its worldwide positioning long ago and in the last decade for the embedded systems. It is clearly highlighted in the Nanoelectronics 2020 report², in the ENIAC European Technology Platform (ETP) strategic research agenda and the subsequent Joint Technology Initiative (JTI) implementation³, in the equivalent reports related to ARTEMIS JTI⁴ or in the recent Key Enabling Technology high level group (KET HLG) report¹ for the main documents. This led to the creation of ENIAC and ARTEMIS JTIs as an answer to the fast uprising costs in R&D to keep pace with the ITRS roadmap. But ITRS mainly takes care of hardware progress and does not touch much about the applications of all these resulting microchips.

However, roughly speaking, Europe has neither a major player in general purpose microprocessor nor one in solid-state memory. This situation means that there is no pulling effect in Europe from a global player in computation-oriented IC field (historically the most demanding in integration capability and benefiting from the highest standardization of products). But Europe remains the major player in non general semiconductors known as system-on-chip (SoC), as well as associated products based on what is known as More than Moore trend, the developments on sensors and complex systems around the computational core. Despite all the difficulties faced by European actors in the global context, this situation leaves a major opportunity for all players in Europe to build a strong future. Notably it is clearly not simple to build a value chain in the embedded systems field which requires latest integration technology, design capability and close relationship with user base. But this is a strength developed by major European players.

Launched in 2009, the Key Enabling Technology (KET) study has thoroughly identified the important aspects that the 6 KETs share in common. Nanoelectronics, identified as the most mature of them, should be understood not only as a supplier of microchips but as a whole ecosystem encompassing complete value and innovation chains. As underlined in the KET HLG report, Europe overall funds R&D activities much more while it overlooks funding in Innovation compared to the rest of the world (mainly USA and East Asia). This results in an unbalance accompanied with a trend where knowledge discovered in Europe is transformed into products outside Europe losing the return on investment. ENIAC and

² ftp://ftp.cordis.europa.eu/pub/nmp/docs/nanoelectronics_platform.pdf or
<http://www.certh.gr/dat/0DB773F2/file.pdf>

³ <http://www.eniac.eu/web/index.php>

⁴ <http://www.artemisia-association.org/publication/download/publication/1>
<http://www.artemisia-association.org/publication/download/publication/541>

ARTEMIS JTIs were built for the purpose of consolidating the public support of European R&D in nanoelectronics process technologies for the former and in embedded systems design for the latter.

In the same trend, following the reduction of major players due to fast uprising R&D costs and capital expenditure necessary to keep pace with the ITRS roadmap, there is a need to increase the overall funding and public support to keep European nanoelectronics at par with other regions. The same holds true if Europe is to reap these investments into applications for which embedded systems R&D&I provide the driving effect. In this regard it is identified that the merging of the 2 JTIs, with the possibility to integrate the microsystems activities of the EPoSS ETP, into a new structure, could bring some benefits to reinforce the mutually complementary approaches of the stakeholders. Analyzing this potential merge into a new unique JTI is the topic of the present study.

In the identification of KET specificities, it was clarified that they all face threats when going from research to products where there are challenges in bringing research to nurture into innovative technology which then should become products making their way to the market (identification approach known as Technology Readiness Level (TRL) which spreads on a scale of 9 levels). Current JTIs mainly address the first level to fund research in order to be able to give rise to potential technologies. Along with the ongoing developments toward the Horizon 2020 of the European Commission, it is clear that the JTIs should go further and be allowed to support the development of nanoelectronics and embedded systems innovation to help closing the gap with production of advanced products. A specific attention of the study will thus be on analyzing the suitable evolutions to be brought to the JTI financial and governance set-up.

The following actions are considered important to achieve in the future for sustaining and building a strong European ecosystem.

- Continue consolidation in public support to the European nanoelectronics industry
- Continue reinforcing the European capability in embedded systems
- Integrate along the innovation and value chains to leave no gap and no weak point
- Foster SME development to sustain the industry ecosystem
- Revise funding / administrative rules of the JTI(s) to allow public support along the TRLs 1 to 8

2 OBJECTIVES

The study is an impact assessment of a new JTI resulting from the merging of the 2 existing JTIs (ENIAC and ARTEMIS) and the corresponding strategic research agenda (SRA), as well as the possible inclusion of the microsystems activities of the EPoSS ETP. It will provide a support in the preparation of the Commission's proposal on the setting up of this potential JTI and its governance and financial rules to be implemented.

2.1 Study objectives

In greater details, the study will address the following points regarding the event of a future new JTI joining ENIAC, ARTEMIS and potentially the microsystems from EPoSS ETP:

- Impact and risks of merging the corresponding strategic research agenda (SRA), with emphasis on their synergies and differences
- Impact of the merge on the implication of the stakeholders (industrials and Member states), as well as the opportunity to involve more players attracted by the larger scope of the new JTI

- Impact of the merge of the administrative structures and governance on the efficiency of operations
- Funding mechanisms in view of the increased public support to innovation (TRLs 1 to 8) along with Horizon 2020. The study should include the evaluation of the impact of various sources of funding committed to KETs support. It should also include an analysis of the capability of still increasing the overall commitment of all stakeholders in order to continue to face rising R&D costs
- The positioning of the JTIs and eventual future JTI should be studied with respect to public support mechanisms such as Horizon 2020 and Member states supported national programmes and Eureka clusters. For example, it is useful to clarify the role of JTI(s) when looking at the TRL scale or with respect to long-term R&D financing.

2.2 Scenarios

The study should be conducted along with 3 possible scenarios:

- No change to the current system: no follow-up at the JTIs in 2017, and return to the situation before their creation (just as a comparison goal since this option is not actually favoured by the stakeholders⁵)
- Renewal of the current initiatives: ENIAC and ARTEMIS JUs are prolonged to perform the same action under Horizon 2020; an option to this scenario being the modification of their financial rules to allow for funding innovation
- Creation of a new JTI based on the merging of the strategies of the current JTIs along with 2 options: with or without the microsystems from EPoSS ETP

2.3 Tasks

The following tasks shall be carried out by the contractor:

1. Investigate the opportunity of launching a new JTI
2. Elaborate comparative scenarios allowing for evaluation of potential gains and losses
3. Deliver an interactive map of the different stakeholders by country highlighting the budget commitment from Member states, their evolution over time, the industrials participating in the JTIs and the number of projects they participate in, along with the related financial involvement
4. Identify key performance indicators for a potential future JTI, with respect to socio-economic data and strategic achievements
5. Deliver a SWOT analysis of the potential future JTI, including risks on budget spreading between capital intensive nanoelectronics and human resource intensive embedded system design
6. Propose an ideal model for governance structure including financing procedures (Member states and EU contribution)
7. Deliver a proposal for positioning the potential future JTI mission with respect to Horizon 2020
8. Identify the market failure(s) that a merged JTI is going to counterbalance
9. Carry out an analysis of spillover effects resulting from the creation of the merged JTI compared to the present situation

⁵ http://ec.europa.eu/dgs/information_society/evaluation/rtd/jti/artemis_and_eniac_evaluation_report_final.pdf

2.4 Methodology

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

The balance between the efforts devoted to each specific objective of the study should be reasonable and well justified. The analysis of today's situation should build on existing analysis and sources of information, especially the ex-ante impact assessment of ENIAC and ARTEMIS⁶, as well as the reports related to KETs¹.

Tenderers should describe in their tender the global technical approach of their proposed study including:

- the proposed methodologies for achieving the study objectives;
- the level of granularity at which the study should be carried out;
- an overview of the relevant data already accessible to them, of the data that still need to be collected and how they intend to do this.

The tenderers should also identify in their tender the main practical issues for carrying out the study and how they are going to address them such as:

- Data collection and analysis
- Surveys
- Interviews
- Benchmarks

The contractors of the study will interact directly with the main stakeholders of ENIAC and ARTEMIS JTIs as well as the board of EPoSS ETP. Stakeholders (at least the main industrials and Member states) will be directly contacted in order to get their feedback and evaluate their participation and interest in the present JTIs with a comparison to their implication in the other public support schemes, such as Eureka clusters or national RDI programmes. They should subsequently be asked about their opinion on the opportunities and potential difficulties in a future JTI resulting from the merge of the present 2 JTIs. The resulting data will be an important input to the tasks 1, 4, 6 and 7 as well as a way to validate the interactive map of task 3.

3 DURATION

Duration of the tasks must not exceed 5 months and is subject to the provisions of Article I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The deliverables will consist in several successive reports and the final study report. Presentations will be made to the Commission (refer to the timetable in paragraph 5), which will give the opportunity to refocus the work if needed. All reports and communications will be in English. All reports, together with all collected information, will be submitted electronically to the Commission - DG INFSO - G1 unit, responsible for the study.

⁶ http://ec.europa.eu/governance/impact/ia_carried_out/cia_2007_en.htm

4.1.1 The deliverables listed below must be provided by the contractor:

- **Inception report**, specifying the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the inception meeting (see section 4.2 below). A draft of the report shall be made available to the Commission's services for information 5 working days before the inception meeting. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Inception Report shall be made available within 2 weeks after the inception meeting.
- **The public consultation report** will be a report summarising in a concise manner the inputs received as part of the stakeholders consultation. The raw input received as part of the stakeholders consultation should be appended as an annex to the final study report. This deliverable shall be made available to the Commission's services within 4 months after signature of the contract by the last contracting party.
- **Final study report**, including the following sections:
 1. Executive summary
 2. Results of the different scenarios studied
 3. Results, conclusions and recommendations specific to named organisations
 4. Key performance indicators
 5. SWOT analysis
 6. Ideal model for governance
 7. Proposal for positioning the future JTI mission with respect to Horizon 2020 including the analysis on the market failure(s) counterbalance and expected spillovers from this future JTI
 8. Conclusions
 9. Annexes, including the public consultation report as well as the interactive map as a computer file

The final study report in its draft form shall be made available to the Commission's services within 5 working days before the final meeting in month 4 (described in section 4.2 below). The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The final study report shall be submitted to the Commission's services within 2 weeks after the final meeting.

4.1.2 Report format

All deliverables must be written in English.

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

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

The Final Study Report, including an executive summary not exceeding 4 pages, shall be provided in 3 bound paper copies including annexes and in a "word" and a "pdf" format suitable for publication by the Commission's services on Commission websites.

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

4.2 Meetings

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

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

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

Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within 2 weeks after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

Interim meeting

An interim meeting will be held within 2 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. During this meeting the contractor will present the final findings on the tasks 3, 6 and 7 and will deliver a first level analysis on tasks 1 and 2.

Final meeting

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 4 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

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

4.3 Timetable

Title	Type	Due month
Inception meeting	Meeting	1
Inception report	Deliverable	1
Interim meeting	Meeting	2
Public consultation report	Deliverable	4
Final meeting	Meeting	4
Final study report	Deliverable	4

5 TERMS OF APPROVAL OF REPORTS

5.1 Study reports

After reception of each study report included in section 4.1 above, the Commission will have 30 calendar days in which:

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

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

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

Reports will be judged on quality of content, (relevance, level of detail, coherence of data...) and on quality of presentation (language, presentation of data, repetition, among others).

5.2 Other Deliverables (Public consultation report)

The Commission shall have 15 days from receipt to approve or reject the deliverable(s), and the Contractor shall have 15 days in which to submit additional information or a new deliverable.

6 LAYOUT/CONTENT OF THE WORK PLAN

Offers should include a detailed work plan. The work plan should specify the management structure as well as the responsibility of each member of the team, including the main contractor and/or sub-contractors. It should include the names of the persons in charge of the different countries where data have to be gathered.

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

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

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

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

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

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

ADMISSIBILITY OF TENDERS

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

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

2 ADMINISTRATIVE REQUIREMENTS

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

2.1 Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.
Please make sure 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

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.6 of the model contract annexed to the invitation.

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

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁷ (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 form⁸ (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 form⁹ (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

⁷ 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

⁸ 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

⁹ 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

provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

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

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

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

3 SIGNATURE OF THE TENDER

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

4 LAYOUT OF THE TENDER

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

4.1 Administrative section

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

stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

4.2 Technical section

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

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

4.3 Financial section

The price quoted must fulfil the following requirements:

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

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

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

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

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

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

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

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

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

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

The total price quoted cannot exceed EUR 150 000 (one hundred and fifty thousand euros). Tenders with a higher total price will be rejected.

5 EVALUATION OF TENDERS

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

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

5.1 Exclusion Criteria

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

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

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

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

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

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

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

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

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

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

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

5.1.5. Administrative and financial penalties

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

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

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

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

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

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

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Union budget for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:

- (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
 - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).
5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Union's financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

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

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

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

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

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

which the infringement is established as confirmed following an adversarial procedure with the contractor.

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

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

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

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

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

5.2 Selection criteria

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

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

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

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

5.2.1 Professional information

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

5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract
Documentary evidence:	Photocopies of annual income statements and balance sheets or extracts there from signed by the authorised representative of the legal entity for the last two financial years, where applicable, as approved by the general

	<p>assembly of the company, audited and/or published</p> <p>AND</p> <p>Statements of overall turnover and turnover from contracts in the field of the services to which the contract relates in the last three financial years.</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.

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

5.2.3 *Technical background*

Criterion:	<p>Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of</p> <ul style="list-style-type: none"> • Micro-/Nanoelectronics and embedded systems technologies, industry and markets • R&D&I programmes evaluation at European and/national levels • Structure and functioning of Joint Technology Initiatives with emphasis on ENIAC and ARTEMIS Joint Undertakings
Documentary evidence:	List of contracts in the fields listed above performed in the past three years, or currently being performed, with their respective values

Criterion:	Experience, technical knowledge and credibility of proposed team
Documentary evidence:	<p>Concise but informative curricula vitae of team members, demonstrating professional experience, including the requisite language skills, in the field of:</p> <ul style="list-style-type: none"> • Study and analysis of R&D programmes at European and national levels • Good knowledge on specific context of nanoelectronics and embedded systems and their mutual links at European and international level <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</p>

	foreseen in the tender. Please make sure the precise contractual link with the tenderer is clearly indicated.
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Criterion:	Management capability
Documentary evidence:	<p>List of contracts of a value of at least EUR 50 000 (fifty thousands euros) each, performed by the tenderer(s) (including subcontractor(s), if any) in the last 5 years.¹⁰</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 three 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. Understanding of the policy context, including the Europe 2020 Strategy, the Horizon 2020 Common Strategic Framework for Research and Innovation and its implications for KETs</p> <p>1.2. Understanding of the objectives of the study and the requirements for the tasks to be completed</p> <p>1.3. Value added in respect of information included in the tender specifications</p> <p><i>(All the sub-criteria above are of equal relative importance)</i></p>	30	15

¹⁰ 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. Completeness and full coverage of the scope of the tasks</p> <p>2.2. Quality and extent of contacts proposed with relevant public and private stakeholders in the sphere of Joint Undertakings and European Technology Platforms</p> <p>2.3. Quality of the methodological approach /Methodology to collect and analyse data</p> <p>2.4. Quality of proposed deliverables</p> <p>2.5. Relevance, quality and completeness of the information proposed to be used, and of the analysis proposed to be undertaken</p> <p><i>(All the sub-criteria above are of equal relative importance)</i></p>	50	25
<p>3. Management:</p> <p>3.1. Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a workplan or timetable)</p> <p>3.2. Sound and realistic allocation of:</p> <ul style="list-style-type: none"> - financial and - human resources, including allocation of expertise <p><i>(All the sub-criteria above are of equal relative importance)</i></p>	20	10
TOTAL	100	60

Minimum score per criterion (threshold):

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

Minimum total score (threshold):

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

5.3.2 Price

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

6 AWARD OF THE CONTRACT

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

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

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.15 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 **9** months from the closing date for submission of the tender given above.

9 ADDITIONAL PROVISIONS

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

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

11 NO OBLIGATION TO AWARD THE CONTRACT

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

12 RESULTS

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

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.9 Use of the results and Article II.10 Ownership of the results – Intellectual and Industrial Property).

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)¹¹</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.	

¹¹ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under section 2.3

Place and date:

Name (in capital letters) and signature:

ANNEX 2: LEGAL ENTITIES FORM

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

A standard template in each EU language is available at:

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

ANNEX 3: BANK IDENTIFICATION FORM

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

A standard template in each EU language is available at:

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

ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST
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The undersigned *[name of the signatory of this form, to be completed]*:

- in his/her own name *(if the economic operator is a natural person)*
or
- representing *(if the economic operator is a legal person and the declaration is signed by a director or person with powers of representation)*

official name in full:

official legal form:

official address in full:

VAT registration number:

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

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

In addition, the undersigned declares on their honour:

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

- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above¹².

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

¹² Mandatory for contracts of value above EUR 125 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

ANNEX 5: POWER OF ATTORNEY¹³

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

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

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

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

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

Place and date:

¹³ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

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

ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS

Future impact of ENIAC and ARTEMIS – SMART 2012/0050

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

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

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

Place and date:

Name (in capital letters) and signature:

ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS

Future impact of ENIAC and ARTEMIS – SMART 2012/0050

The undersigned:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation¹⁴.

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

Place and date:

Name (in capital letters) and signature:

¹⁴ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

SMART 2012/0050

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)					■
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>	■		■		