

TENDER SPECIFICATIONS

The impact of ICT R&D in the large scale deployment of the electric vehicle

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1 CONTEXT

The impact of ICT R&D and manufacturing on the large scale deployment of the electric vehicle in Europe

Safety, efficiency and comfort of vehicles have grown tremendously thanks to the integration of ICT components and systems during the last decades. The amount to which sensors, actuators and electronic controllers account for the total value of a vehicle has thus grown from less than 16 percent twenty years ago to 40 percent today¹. Now, an even more radical change to the way cars are designed is just around the corner: A “fully digital” vehicle being smart to the core by a hardware architecture which is intelligent, adaptive and sustainable.

This paradigm shift is responding to a number of major societal, economic and environmental trends² ranging from the demographic change and urbanization to just the consideration that by spanning more than a decade an average vehicle’s life cycle is far too long to keep up with innovations in information and communication technologies without regular adjustments. In particular the fully electric power train, which implies the replacement of the two important building blocks of an automobile, the energy storage system and the engine, is controlled by electronic impulse rather than by mechanical force. Smart systems in that context play a decisive role and are considered a key enabler of electric vehicles. They can manage the energy and information flows inside and outside the car, e.g. regenerative braking or the balancing of energy storage cells. And, they will also accelerate the deployment of electric vehicles as they help to compensate for the limitations in driving range of first generations of electric vehicles which are due to the high cost, low energy density and restricted lifetime of today’s traction batteries.³

Seizing the full benefits of the electric vehicle for protecting Europe’s energy supply, air quality and climate and for saving the global competitiveness of important sectors of our economy requires early deployment on a large scale. Hence, research, development and industrialization of automotive ICT, components and systems, and of smart solutions for its architecture, needs to be undertaken at an accelerated pace. Some related R&D priorities have already been pointed out by the members of the European Technology Platform on Smart Systems Integration (EPoSS)⁴. In the meantime, first calls for proposals have been launched in the context of the European Green Cars Initiative.

According to assessments made by EPoSS, smart systems enable the full electric vehicle by the following functionalities: (a) providing aware, caring and robust means of power and energy routing between accumulator cells, battery packs, motors and grids, (b) applying adaptive control and power electronic converters to electric motors and wheels, (c) actively enhancing the safety of road transport based on batteries and lightweight vehicles, (d) providing new driver assistance systems, e.g. making the driver aware of the availability of energy and power and of the resulting restrictions in terms of range and comfort, and (e) providing adaptive control responding to the changed requirements of vehicles’ dynamics.

Furthermore, the “fully digital” electric vehicle is based on a smart architecture which allows updates and modifications of the technology to be made. This smart architecture will also allow

¹ *Electronics: Driving Automotive Innovation*, Auto Electronics, Facts and Forecasts (2005).

² *Driving the Comet*, Networked Vehicle Association (2010): <http://www.networkedvehicle.org/index.php/research>

³ *ICT for the Fully Electric Vehicle - Research Needs and Challenges Ahead*, European Commission (2010): http://cordis.europa.eu/fp7/ict/micro-nanosystems/ict-for-green-cars_en.html

⁴ *Smart Systems for the Fully Electric Vehicle*, European Technology Platform Smart Systems Integration (2008): http://www.smart-systems-integration.org/public/electric-vehicle/related-documents/strategy_paper.pdf/view

energy and thermal management functions of the complete vehicle to be flexible and adaptive to allow gains of performance.

In order to generate a competitive edge for the European industry, in view of the strongly growing electric vehicle-related economies in Asia, the paradigm shift of electric mobility based on smart systems and vehicle architectures described above will have to be triggered in parallel by a multitude of knowledge owners and industrial sectors. Hence it will rely on the close cooperation of European industry (automotive, utilities and smart systems), public authorities (EU, member states, regions), and consumers in dedicated "lighthouse" projects which would showcase the enabling role of ICT for an accelerated pan-European rollout of electric mobility both in a qualitative and in a quantitative sense. A public private partnership, such as the PPP European Green Cars Initiative, involving on the private side vehicle manufacturers and suppliers, and on the public side the European Union as well as regional and national public authorities, would be the appropriate platform to give orientation on content and timing, to start the implementation, and to assess the socio-economic and environmental dimension of such projects. The purpose of this tender is to support this work by thorough analysis and substantiated advice.

2 OBJECTIVES

2.1 Overall Objective

The study will analyse the barriers that currently hamper an accelerated deployment of electric vehicles in Europe. The issues particularly to be considered are hurdles in terms of research, development and industrialization of the enabling smart systems and electrical architectures in general. For comparison, complementary roadblocks from other technology fields will be taken into account as well, including battery cell performance, access to raw materials and commodities, consumer expectations, availability of charging infrastructure. A major focus of the analysis shall also be put on the environmental and also the socio-economic assessments of electric mobility, like e.g. its impact on the competitiveness of the European industry from the vehicle manufacturing as well as the smart systems sectors. Experiences from early electric vehicle manufacturing and deployment in Europe and beyond will be considered as well. Finally, recommendations for European "lighthouse" projects and framework conditions for research, development, and industrialization of smart systems for the electric vehicle and particularly for the fully digital electric vehicle will be derived as an input to the future researchs in this area.

2.2 Specific Objectives

More specifically, the objectives of the study are the following:

- (a) **Analysing the landscape of European R&D, manufacturing and deployment in the domains of automotive ICT, smart systems (including electric storage systems) and architectures for the fully electric vehicle.** The description should cover at least the following key aspects: (a) Unique added value generated (and potentially to be generated) by European companies from the involved sectors (b) Size and structure of the market in Europe versus the world market. (c) Size, structure and the geographical dimension of European value chain for the production of automotive smart systems for the electric vehicle (including a breakdown by country and an overview of market players - large and SMEs). (d) The relative position of Europe's engineering and manufacturing within the industrial value chain compared to China, South Korea, Japan, Taiwan, United States, India, Brazil etc., including an analysis of strengths, weaknesses, opportunities and threats (SWOT).

- (b) **Assessment of the enabling role of automotive smart components, systems and architectures** for technology design and development, manufacturing and deployment of the fully electric vehicle and comparison with other fields of enabling technologies. The work shall include (a) an overview of European existing (and potentially to be generated) intellectual property as well as past, current and potential future R&D investments per R&D domain, of technical capabilities (infrastructures and skills), and of the options for cross-industrial fertilization (e.g. with the automotive, aeronautics, microelectronics, microsystems, embedded systems industries). The study is also expected to (b) determine the feasibility of manufacturing of electric vehicles and their components, particularly smart systems, in the EU, related investment needs, timetables as well as key success factors (including socio-economic aspects, intellectual property, knowledge base and infrastructures).
- (c) **Identification of hurdles for timely technology development, industrialization deployment** of electric vehicles in Europe and deduction of roadmaps for overcoming these hurdles. The analysis shall build on conclusions from and show perspectives for (a) local trials, field tests and deployments of electric vehicles (b) deployment of charging infrastructures (c) prototyping, manufacturing, and testing of vehicles and components (d) efficiency improvements (e) standardization, and (f) regulation.
- (d) **Assessment of the environmental and health impacts of the deployment of electric vehicles** versus internal combustion engine vehicles including those powered by alternative fuels. The description shall assess potential weaknesses and threats of the wide-scale deployment: in (a) manufacturing; (b) the use and (c) the end of life utilization. The role of ICT, components and smart systems for the potential environmental and health benefits of electric mobility shall be assessed from both a qualitative and a quantitative perspective. Further existing studies for Life Cycle Assessment should be included.
- (e) **Analysis of the socio economic dimension of electric mobility.** Further potential contribution of the fully electric vehicles towards European policies: (a) Europe 2020 flagships "Resource efficient Europe", "Innovation Union", "Industrial policy for the globalisation era" and "Digital agenda for Europe" (b) contribution towards a low carbon economy in 2050.
- (f) Proposals for the content, timeframe and implementation of European R&D lighthouse projects in the domain of ICT for the fully electric vehicle, e.g. advanced R&D programs, public procurement initiatives, reference centres for testing and impact assessment, alliances for manufacturing of critical components, or educational campaigns.

2.3 Methodology

The study should be developed following a clear methodology that covers all aspects of the analysis, from data collection to impact assessment and formulation of recommendations. Tenderers are free to propose the specific methodology required for this study, taking into account the context and objectives of the study and the following conditions:

- (a) The balance between the efforts devoted to each specific objective should be reasonable and well justified.
- (b) Given the strong pace of development in the technology fields considered, only the most recent data, assessments and prognoses should be taken into account (no older than 2008).
- (c) The study should be based mainly on desk research taking into account existing studies and recent publications by research institutes, companies, governments, and trade organizations. It should include information from literature reviews, forecasts, and

conference talks. An important way for gathering environmental and social-economic assessments and predictions will be face-to-face discussions and interviews with technology and market experts and key stakeholders in the field.

- (d) Particularly for the assessments and recommendations, a broad involvement of experts from companies and research institutes dealing with ICT, smart systems and components, as well as the electrification of the vehicle has to be ensured. In particular, experts from the dedicated European Technology Platforms like EPoSS have to be involved, e.g. for a peer review of questions and approaches. Furthermore, first results of projects funded under the European Green Cars Initiative (either publically available or specifically requested to the Commission) shall be taken into account. The Commission services will provide this info to the contractor in due course and after clearance.
- (e) An appropriate geographical coverage of Europe has to be ensured and specific aspects determining developments in North America and Asia have to be included.

3 DURATION

Duration of the tasks must not exceed 13 months and is subject to the provisions of Art. I.2.3 of the contract.

It is expected the contract will start running immediately after contract signature. However, if this will occur during a holiday period, the Commission may decide to postpone the start of the contract to a later date.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The contractor must provide the deliverables listed below:

- **Inception Report (month 2):** specifying the methodology and resources – including a preliminary list of experts and entities to be consulted and sources to be used, pointing out how the expertise of members of the European Technology Platform on Smart Systems Integration (EPoSS) and other stakeholders will be included in the work, and conforming to the objective of the tender shall be made available to the Commission services within 2 months after signature of the contract by the last contracting party. The draft report shall be made available to the Commission services 5 working days prior to the date of the inception meeting. The final Inception Report is expected after the Inception meeting (see section 4.2 below).
- **Interim Study Report (month 5)** covering preliminary results of the work under the tender (objectives a-e). The draft Interim Study Report shall be made available to the Commission services 5 working days prior to the Interim Meeting (see section 4.2. below). The final Interim Study Report shall be made available within 5 months after signature of the contract by the last contracting party.
- **Draft Final Study Report (month 9)** covering a draft overview of expected results of the work under the tender (objectives a-e). The draft Final Study Report shall be made available to the Commission services within 9 months after signature of the contract.
- **Final Study Report (month 12)** shall include the following sections:
 1. Executive Summary;
 2. Introduction;

3. Outline of environmental and socio-economic impacts of electric mobility;
4. European landscape of R&D, manufacturing and deployment in the domains of automotive ICT, smart systems and architectures for the electric vehicles;
5. Hurdles for timely technology development, industrialization deployment of electric vehicles in Europe;
6. Potential roles of ICT, smart systems and architectures for an early deployment of electric mobility in Europe;
7. Open issues for services, maintenance, standardisation, citizens expectations and regulation;
8. Recommendations for European R&D lighthouse projects in the domain of ICT for the fully electric vehicle including roadmaps;
9. Quantitative estimations of the impact of electric mobility on European environmental and industry policies;
10. Summary of Findings;
11. List of References.

The Final Study Report shall be made available to the Commission's services within 12 months after signature of the contract by the last contracting party. A draft of the Final Study Report shall be presented to the Commission's services 5 working days prior to the Final Meeting (see section 4.2. below). Following the Commission recommendations at this meeting the contractor shall present the report in form of 5 bound paper copies, including annexes, and in "pdf" format suitable for publication by the Commission services. The report shall be presented to the PPP European Green Cars Initiative at a Workshop organized at the Commission premises in Brussels (see section 4.2 below).

4.2 Meetings and Workshops

Four meetings are envisaged for the study period. The working language of these meetings as well as in any written or oral communication between the contractor and the Commission shall be English.

Inception Meeting

An Inception Meeting will be organized by the Commission's services at the Commission's premises in Brussels 1 month after the signature of the contract by the last contracting party. The contractor will have to finalize the inception report on the basis of the outcome of the Interim Meeting.

Interim Meeting

An Interim Meeting during which the contractor will present the interim findings will be held within 5 months after signature of the contract by the last contacting party. It will be organized by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalize the Interim Study Report on the basis of the outcome of the Interim Meeting.

Final Meeting

A Final Meeting during which the contractor will present the final findings and proposed conclusions will be held within 12 months after signature of the contract by the last contracting party. It will be organized by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalize the Final Study Report on the basis of the outcome of the Final Meeting.

Final Workshop

The Final Study Report, as approved by the Commission in accordance with section 5 below will be presented by the contractor to the PPP European Green Cars during a Final Workshop to be organized by the Commission, held within 13 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked

on the contract to deliver a presentation on the main findings. The workshop will be held in Brussels and will last 1 day.

4.3 Timetable

Deliverable	Meeting	Month					
		1	2	5	9	12	13
	Inception Meeting						
Inception Report							
	Interim Meeting						
Interim Study Report							
Draft Final Study Report							
	Final Meeting						
Final Study Report							
	Final Workshop						

5 TERMS OF APPROVAL OF REPORTS

After reception of each report included in section 4.1 above, with the exception of the Final Study Report, the Commission will have 30 calendar days in which:

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

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

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

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, i.e. a matrix task (including deliverables) vs. resources should be presented in the offer.

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.13 of the model contract annexed to the invitation.

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

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁵ (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 form⁶ (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 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 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.

⁵ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

⁶ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/ftiers_en.htm

⁷ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

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 fee and total number of person/days for each category of staff working on the contract must be specified.

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

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

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

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

The total price quoted cannot exceed 200 000 (two hundred thousand) euros. Tenders with a higher total price will be rejected.
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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 125 000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the

following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

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

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

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

5.1.5. Administrative and financial penalties

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

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

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

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

2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:

- (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
- (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

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

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

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

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

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
 - (a) from the date of the judgment having the force of res judicata in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;

- (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

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

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

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

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

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

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

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

5.2 Selection criteria

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

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

- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner;
- 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 assembly of the company, audited and/or published AND Statements of overall turnover and turnover from contracts in the fields related to this study 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.

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

5.2.3 Technical background

Criterion:	Relevant expertise of the tenderer(s), including subcontractors if any, acquired in the last three years, in conducting technology, market, prospective, take-up and impact studies surveys and other forms of analysis at global and in particular European level (preferably in the area of ICT, smart systems and components and the electrification of the vehicle); Relevant expertise in the area of R&D and innovation strategy/policy.
Documentary evidence:	List of contracts in the above-mentioned fields performed in the past three years, or currently being performed, with details (including subject of the study, methodology, price)

Criterion:	Experience, technical knowledge and credibility of the proposed team in the fields of industry, technology and market analysis, assessment of socio-economic impact and innovation strategies in ICT, smart systems and components and the
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	electrification of the vehicle
Documentary evidence:	<p>Concise but informative curricula vitae of team members, demonstrating professional experience in the above mentioned fields of at least five years</p> <p>The Europass curriculum vitae template (available at http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp) shall be filled in by each person involved in the execution of the tasks foreseen in the tender. Please make sure the precise contractual link with the tenderer is clearly indicated.</p>

Criterion:	Management capability
Documentary evidence:	<p>List of contracts of a value of at least 100 000 (one hundred thousand) euros each, performed by the tenderer(s) (including subcontractor(s), if any) in the last five years.⁸</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> <ul style="list-style-type: none"> Understanding of the subject and objectives of the study and of the relevant issues at stake concerning the technological, industrial, economic, societal, R&D, innovation and policy aspects related to manufacturing of ICT components and systems in Europe Value added with respect to the information included in the tender specifications <p>(All the sub-criteria above are of equal importance.)</p>	30	15
<p>2. Technical quality of the tender</p> <ul style="list-style-type: none"> Completeness and coverage of the scope in conformity with the objectives and methodologies specified in the 	50	25

⁸ 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>Tender Specifications</p> <ul style="list-style-type: none"> Quality, level of detail, soundness and appropriateness of the methodological approach to achieve the objectives (including data collection, impact assessment and formulation of recommendations considering: a balanced effort between objectives; the use of most recent data, assessments and prognoses; desk research covering existent studies, publications, literature reviews forecasts, conference talks; discussions and interviews with key experts and stakeholders; the involvement of experts from the public and private sector and European Technology Platforms; the use of existing EGCI project results; a wide European and international (North America and Asia) coverage) Quality of the workplan (structure and content, level of detail, deliverables) Degree of innovation <p>(All the sub-criteria above are of equal importance.)</p>		
<p>3. Management</p> <ul style="list-style-type: none"> Credibility of the management scheme proposed for this contract in implementing the proposed work-plan and its feasibility to meet the objectives. Sound and realistic allocation of financial and human resources, including allocation of expertise and flexibility to rearrange methodologies in case of encountered difficulties Flexibility to rearrange methodologies in case of encountered difficulties. <p>(All the sub-criteria above are of equal importance.)</p>	20	10
TOTAL	100	60

Minimum score per criterion (threshold):

Tenders scoring less than the minimum 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 European Commission in Brussels. **The copyright will belong to the Commission**; the Commission will in particular have the right to publish the results.

13 DISCLAIMER

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

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

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)⁹</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:

⁹ 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

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

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 above¹⁰.

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

¹⁰ Mandatory for contracts of value above €125 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

ANNEX 5: POWER OF ATTORNEY

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 6a: LETTER OF INTENT FOR SUB-CONTRACTORS

The impact of ICT R&D in the large scale deployment of the electric vehicle

SMART 2011/0065

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

The impact of ICT R&D in the large scale deployment of the electric vehicle

SMART 2011/0065

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 Regulation¹¹.

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:

¹¹ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

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

Description	Lead partner in a joint bid	All the other partners in a joint bid	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor – External expert
<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>	■		■		

