TENDER SPECIFICATIONS

Study to support the implementation of a pan-European framework on electronic identification and trust services for electronic transactions in the internal market

SMART 2012/0001

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PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

The Commission adopted on 04 June 2012 a proposal for a Regulation on "electronic identification and trust services for electronic transactions in the internal market". Building upon Directive 1999/93/EC on a *community framework for electronic signatures* ("esignature Directive"), the proposal seeks to enhance existing legislation and to expand it to cover the mutual recognition and acceptance at EU level of notified electronic identification schemes and other essential electronic trust services (referred to as 'eTS services').

The objective of the legislation is to enable secure and seamless electronic interactions between businesses, citizens and public authorities, thereby increasing the effectiveness of public and private online services in the EU.

The proposal meets the high-level political commitment set in:

- The Single Market Act (SMA)¹ stresses the need for boosting confidence in electronic transactions and restates the objective "to make secure, seamless electronic interaction possible between businesses, citizens and public authorities, thereby increasing the effectiveness of public services and procurement, service provision and electronic commerce (including the cross-border dimension)".
- The Digital Agenda for Europe² (DAE) identifies existing barriers to Europe's digital development and proposes legislation on e-signatures (Key Action 3) and the mutual recognition of e-identification and authentication (Key Action 16), establishing a clear legal framework eliminating fragmentation and the lack of interoperability, enhancing digital citizenship and preventing cybercrime.
- The Roadmap for Stability and Growth³ underlines the key role of the future common legal basis for mutual recognition and acceptance of eIAS across borders for the development of the digital economy.

In parallel with the ordinary legislative procedure with a view to adopting the proposal, there is a need to:

- 1. Start working on the analysis of the elements that would help develop secondary legislation (delegated and implementing acts) foreseen in the proposal for a Regulation;
- 2. Ensure coherence of the proposed initiative *vis-à-vis* activities carried out by the European Institutions' services;
- 3. Foster take-up of electronic identification, authentication and trust services by raising SME and citizens' awareness on their potential, including leveraging the "Large Scale Pilots" to create a positive understanding and environment for the acceptance and uptake of the new legislative framework.

¹ COM(2011) 206 final of 13.4.2011

² COM(2010) 245 of 19.05.2010

³ COM(2011)669, 12.10.2011

To this end, there is a need to continuously monitor and evaluate the legal, economic and technical developments in Member States and in the market in the field of electronic identification and electronic trust services. Particular attention should be paid to the technical and market products and services developed by the private sector with a view to better address and respond to future economic, social and businesses challenges.

2 OBJECTIVES

The main objectives of the study will be to:

- * Provide input for devising technical and legal building blocks needed for the preparatory work in the areas envisaged in the planned secondary legislation (delegated and implementing acts) related to the proposal for a Regulation on "electronic identification and trust services for electronic transactions in the internal market". The study will also provide input for standardisation activities related to planned secondary legislation iin the proposal for a Regulation (see Task 1, 1.1, 1.2, 1.3 and 1.4, as well as deliverables 2, 2.1, 2.2, 2.3, and 2.4)
- * Monitor the take-up of electronic identification (eID), electronic authentication and electronic trust services (eTS) and evaluate the impact of national and EU legislation (services directive, VAT directive, decisions on "trusted lists" and signature formats, public procurement directive). In particular, the study will build upon and further develop the results of the studies commissioned by the Commission (IDABC studies) on country profiles delivered in 2009. It will also complement and enhance the Impact Assessment report accompanying the proposal for a Regulation and the existing market studies, by collecting additional and updated data and by defining and measuring core progress indicators.
- * Propose a communication strategy and outline an awareness raising campaign to promote the uptake of trusted services by EU citizens and SMEs.
- * Provide technical assistance to the Commission on eID, authentication and eTS in particular by providing thematic technical reports, briefings and analysis.

The following tasks shall be carried out by the contractor:

2.1. Task 1: Defining building blocks for perfecting the legal framework on electronic identification and electronic trust services

Task 1 is the main task. At least 50% of the study resources is expected to be dedicated to the task.

Based on the analysis of the Commission proposal's elements presented in the Regulation on "electronic identification and trust services for electronic transactions in the internal market" to be carried out by the contractor, the Contractor is expected to make recommendations in support to the preparation of building blocks for the secondary legislation needed to implement the legal framework.

Delegated act: Article 290 (1) TFEU "A legislative act may delegate to the Commission the power to adopt non-legislative acts of general application to supplement or amend certain non-essential elements of the legislative act. The objectives, content, scope and duration of the delegation of power shall be

explicitly defined in the legislative acts. The essential elements of an area shall be reserved for the legislative act and accordingly shall not be the subject of a delegation of power."

Implementing act: Article 291 (2) TFEU: "Where uniform conditions for implementing legally binding Union acts are needed, those acts shall confer implementing powers on the Commission, or, in duly justified specific cases and in the cases provided for in Articles 24 and 26 of the Treaty on European Union, on the Council."

Meanwhile, and due to the large amount of topics to be elaborated by the contractor, the timeline suggested will split the work on input for secondary legislation into four subtasks corresponding to the main elements of the Regulation:

Task 1.1. The first subtask will provide building blocks for the establishment and the supervision of Trust Service Providers (TSPs) (Deliverable 2.1)

Task 1.2. The second subtask will provide building blocks for the enhancing of the existing electronic signature and electronic seals (Deliverable 2.2)

Task 1.3. The third subtask will provide building blocks for the extension of the scope of the Directive 99/93/EC to other electronic trust services (Deliverable 2.3)

Task 1.4. The fourth subtask will provide building blocks for the extension of the scope of the Directive 99/93/EC to mutual recognition of "notified" eIDs (Deliverable 2.4)

In this regard, the Contractor is expected to carry out the analysis and define recommendations which will be used to formulate proposals for regulatory options, through:

- Analysis of legal aspects including definitions, impact and rationale;
- Stock taking by performing a critical review of existing legislation as well as past and on-going initiatives, within and outside the EU (specifically EFTA countries, United States, emerging countries, and other relevant countries which could be relevant for our purpose), in relation with the different requested subtasks. From this review the contractor will identify results worth to be "re-used" directly or indirectly when drafting the regulatory proposals. Particular attention should be given to IAS study deliverables which are already providing a valuable input.
- Analysis of technical aspects including standardisation and security;
- Analysis of operational aspects including standardisation and security;
- Analysis of business issues (macro-economic impact for the society and microeconomic impact for service providers/manufacturers);
- Economic and market analysis
- Societal issues (data protection in particular) analysis.
- Define well thought out and justified recommendations related to the above areas.

The results of the work to be carried out under Task 1 will be the object of Deliverable 2 and all its sub-deliverables (see section 4.1. Deliverables for details).

2.2. Task 2: Monitoring electronic identification, authentication and electronic trust services development and uptake

Building on the IDABC studies on mutual recognition of eSignatures for e-Government applications and on eID Interoperability for PEGS and EFVS and building upon the 2009 update of country profiles, the contractor is expected to:

- 1. Provide a detailed overview on eTS, including at least the eTS which are part of the Regulation and the approaches in the analysed countries, including:
 - a. national legislations on eTS
 - b. on-going initiatives on eTS
 - c. Current and on-going private sector solutions on eTS
- 2. Monitor the evolution of the eID and authentication solutions at legal and technical level by scrutinising:
 - a. The existing electronic identification and authentication solutions developed at public administration level (such as, eID cards, citizens cards etc) in Member States
 - b. The identification and authentication solutions developed by the private sector.
 - c. The identification and authentication solutions developed by third countries, in particular by United States.

The countries to be included in this study are the 27 Member States and three EEA Countries (Iceland, Liechtenstein, Norway and the forthcoming Member State Croatia);

The Contractor will use Task 2 as an input to Task 3.

The results of the work to be carried out under Task 2 will be the object of Deliverable 3 (see section 4.1.Deliverables for details)

2.3. Tasks 3: Enhance Electronic Trust Services market intelligence

Building upon the results of the study carried out in view of preparing the proposal for a Regulation⁴, the Contractor is expected to develop the qualitative and quantitative description and analysis of the eTS market in the European Union. The services to be covered are at least those defined in the draft regulation, namely electronic signature, time-stamping, registered delivery mail, electronic seal, electronic documents and website authentication, with a special attention to electronic signature.

In particular, the Contractor is expected to perform an in-depth analysis and provide updated data on the overall market in the European Union (+ Croatia + EEA), including market size, market growth rate, competitive intensity, market performance, market trends, key success factors, barriers to entry, value chain, industry profitability.

The Contractor is expected to provide the following:

1. Description of providers of eTS technology and services in the European Union and the characteristics of the offer of products and services (Identify, describe and classify the suppliers of the ETS market. The elaboration of nomenclature analysis should be horizontal and vertical, and will be of national, European and international companies).

Impact assessment report http://ec.europa.eu/information_society/policy/esignature/docs/regulation/ia_en.pdf

IAS Study on the feasibility of an electronic identification, authentication and signature policy http://ec.europa.eu/information_society/policy/esignature/ias_crobies_studies/index_en.htm
"SME Panel" survey on e-signature

⁴ Study on the supply side of EU e-signature market - on-going

- 2. Description of eTS products available on the European Union market.
- 3. Description and analysis of the companies that purchase eTS technologies and services (large companies, SMEs, administrations and other relevant organizations).
- 4. Collect information and data usage statistics on the European eTS market, suppliers of products and services.
- 5. Consolidate and integrate the available information, statistics and data, providing to the Commission a unified view of the supply side of the European eTS market.
- 6. Assess the functioning of the eTS market and formulate recommendations on the challenges of the eTS market.
- 7. Devise indicators suitable to be re-run periodically (in this regard, see Impact assessment report, chapter 7 and the proposal for a Regulation's financial statement) and one set of measurement.
- 8. Define well thought out and justified recommendations related to the above areas

The conclusions should include an updated assessment of the eTS market and formulate recommendations for its improvement, in particular in the light of the forthcoming legislation.

The results of the work to be carried out under Task 3 will be the object of Deliverable 4 (see section 4.1. Deliverables for details)

2.4. Task 4: Support the Commission for the follow-up of mandate m460

Building on mandate m460, the Contractor is expected to provide a gap analysis between the existing norms and standards and the preparatory work for secondary acts of the proposal for a Regulation, as well as electronic identification provisions within the proposal. Building upon this gap analysis, the Contractor is expected to provide support to the Commission for the elaboration of a possible new standardisation mandate, if appropriate, at technical level. Finally, the Contractor is expected to support the Commission in the follow-up of currently running, and future approved, normative activities.

The results of the work to be carried out under Task 4 will be the object of Deliverable 5 (see section 4.1. Deliverables for details).

2.5. Task 5: Technical assistance on eID and electronic trust services, including electronic signature

The contractor is expected to allocate resources in order to be able to:

- a) provide technical support, in particular by providing thematic technical reports, briefings and analysis, to the Commission on eID and electronic trust services, including electronic signatures, electronic seals, time stamping, electronic delivery, electronic documents and website authentication specificities.
- b) assist Commission services while interacting with Member States, European Standardisation Organisations, and the various stakeholders to discuss all issues related

to topics developed under "Task 1". To this end, the Contractor will be asked to provide analysis, briefings, reports or any other support needed in this respect.

c) assist, by providing thematic reports, briefings and analysis, to the work for further development of the legal framework, in particular in implementing the M460 mandate, the revision of Commission Decision 2003/511/EC⁵ and the legislative process for the adoption of the proposed Regulation. As well, support, by providing thematic reports, briefings and analysis, may be asked when carrying international negotiations with third countries. Support may also be requested to outline a wide awareness raising campaign towards European SMEs and citizens, draw up guidelines and recommendations on a communication strategy plan, elaborating proposals on general communication and priority actions aimed at specific media target audiences, and on specific actions aimed at the press as well as on the anticipated impact and coverage figures, broken down geographically and by type of target audience; or finding local relays able to disseminate messages on the benefits of the initiative to local SMEs and citizens.

d) provide "ad hoc" operational and technical support and advice should be foreseen. The Contractor should note that the support required in this paragraph is likely to be requested from the very beginning of the study.

Methodology

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

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, including results from the currently on-going Commission-funded studies.

More generally, the study should be based on data from a variety of sources such as company, industry, government, trade journals and organisations, as well as market studies, including the below-mentioned Commission study. It should include information from literature reviews and discussions/interviews with technology/market experts and key stakeholders in the field of electronic identification and electronic trust services. Efficient use of available networks should be made by liaising with relevant stakeholder groups such as trust service providers and Member States' administrations.

E-signatures require a minimum common technical framework to ensure their operation (for "qualified" signatures). This technical framework is provided through a fairly high level set of requirements in its four annexes. The Directive also incorporates a trust infrastructure to support certification service providers through the concepts of supervision, conformity determinations and accreditation. The Annexes do not provide – on purpose - guidance for specific implementation or assessment activities, as they are too generic for that aim but additional guidance were provided through two Commission Decisions 2000/709/EC and 2003/511/EC. However, Commission Decision 2003/511/EC only references three specific standards on signature hardware out of a set of 30 e-signature standards. The fact that the Directive can only create a presumption of compliance with the requirements of Annex II(f) and Annex III of Directive 1999/93/EC via this Decision, and not with other requirements, makes it impossible to provide a formal value to the other standards. Furthermore, the standards referred to in Decision 2003/511/EC – namely CEN CWA 14169 and CWA 14167 - are obsolete and do not unambiguously apply to some new e-signature creation scenarios. For instance, the use of mobile telephones is increasingly popular in the signature market or the usage of "hardware security modules" for mass signatures.

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

3 DURATION

Duration of the tasks must not exceed **24 months** and is subject to the provisions of Art. I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The deliverables listed below must be provided by the Contractor:

Deliverable	Version	Description	Due
Dollaron-1-1- 1		Transition manage interior	date
Deliverable 1		Inception report, interim and	
		final technical reports, minutes	
		of specialised ad hoc meetings,	
D1.1		and final webpage Inception report	Week 2
D1.1		Interim progress report	M12
D1.3		Final progress report	M23
D.1.3		Minutes of specialised meetings.	as needed
D1.4		Final webpage of the study	M1
Deliverable 2		Recommendations for	1,11
Denverable 2		implementing acts	
D2		Report on Recommendations for	M8
		implementing acts:	1,10
	Version 1	Preliminary version on scope, legal aspects	M3
	Version 2	and stock taking Update of version 1 augmented with technical,	M6
	V CISIOII Z	operational, societal, and economic building	1910
	W : 2	blocks	MO
	Version 3	Final: Update of version 2 after "validation and verification meeting" and "Workshop 2"	M8
D2.1		Recommendations for	M4
		implementing acts on	
		Establishment and supervision of	
		CSPs:	
	Version 1	Preliminary version on scope, legal aspects	M1
	Version 2	and stock taking Update of version 1 augmented with technical,	M3
		operational, societal, and economic building	
	Version 3	blocks Final: Update of version 2 after "workshop 1"	M4
D2.2	version 5	Recommendations for	M6
		implementing acts on Enhancing	
		electronic signature and electronic	
		seals:	
	Version 1	Preliminary version on scope, legal aspects	M2
	Version 2	and stock taking Update of version 1 augmented with technical,	M5
		operational, societal, and economic building	
	Version 3	blocks Final: Update of version 2	M6
D2.3	, , , , , , , , , , , , , , , , , , , ,	Recommendations for	M7
		implementing acts on Extension of	
		the scope to other trusted services:	
	Version 1	Preliminary version on scope, legal aspects	M3
	Version 2	and stock taking Update of version 1 augmented with technical,	M6
		operational, societal, and economic building	
	Version 3	blocks Final: Update of version 2	M7
D2.4	. 5151011 5	Recommendations for	M7
		implementing acts on Extension of	
		the scope to mutual recognition of	
		notified eiDs	
	Version 1	Preliminary version on scope, legal aspects	M3
	Version 2	and stock taking Update of version 1 augmented with technical,	M5
		operational, societal, and economic building	

		blocks	
	Version 3	Final: Update of version 2	M7
Deliverable 3		"Monitoring eTS and eID"	
D3		Report on "Monitoring eTS and eID"	M21
	Version 1	Preliminary version of the delta summary, the revised tables and country profiles	M15
	Version 2 Version 3	Update of version 1 – Draft Final report Update of version 2 – after "validation and verification meeting" with Member States	M18 M21
Deliverable 4		"Enhancing ETS market	
		analysis''	
D4		Report on "Enhancing ETS market	M21
		analysis"	
	Version 1	Assessment of the ETS (including electronic signature) market	M14
	Version 2	Update of version 1 – draft final report	M19
	Version 3	Update of version 2 – after "validation and verification meeting" with stakeholders	M21
Deliverable 5		"follow-up of mandate m460"	
D5		Report on "follow-up of mandate	M11
		m460"	
	Version 1 Version 2	Gap analysis Recommendations for new standardisation mandate	M7 M11
Deliverable 6		Interim, final, post-workshop	
		and "validation and	
		verification" reports	
D6.1		1st "Validation and verification"	M7
		meeting report	
D6.2		Validation and verification	M21
		meeting with stakeholders report	
D6.3		Validation and verification	M21
		meeting with Member States	
		report	
D6.4		1 st post-workshop report	M3
D6.5		2 nd post-workshop report	M7
D6.6		Interim workshop report	M13
D6.7		Interim study report	M13
D6.8		Final workshop report	M22
D6.9		Draft final study report	M22
D6.10		Final study report	M23

<u>Deliverable 1: Inception report, interim and final technical reports, minutes of specialised ad hoc meetings, and draft webpage</u>

Inception report (D1.1),

The report should specify the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the inception meeting.

The report should contain the tables of contents for Deliverables 2 (including 2.1, 2.2, 2.3, and 2.4), 3, 4 and 5. The report should also include the detailed list of initiatives and legislations to be analysed during Task 2, and 3 as well as a preliminary overview of the policy options to be developed during Tasks 1.1, 1.2, 1.3, and 1.4. 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.

Interim and final progress reports (D1.2 & D1.3),

Including time-sheets on man/days consumption, detailed travel information, use of consumables, etc. due in month 12 and 23 respectively

Minutes of specialised meetings (D1.4),

The Contractor may be asked by the Commission to draft minutes of these meetings. When requested, draft minutes should be submitted within two working days after the meeting.

Final webpage of the study (D1.5),

The Contractor will provide the Commission with simple webpage(s) presenting the study and its progress. This (these) page(s) will serve as input for the Commission to update its website. A first delivery is expected after **month 1** and updated as necessary to keep the website up-to-date and informative.

Deliverable 2 - Recommendations for implementing acts

The result of the work carried out under Task 1 will be the object of **Deliverable 2**, a report on recommendations for implementing acts (**D2**) to be delivered within 8 months after signature of the contract by the last contracting party.

The following subset of deliverables is expected to be provided:

Deliverable 2, Version 1: Preliminary version on scope, legal aspects and stock taking to be delivered within 3 months after signature of the contract by the last contracting party;

Deliverable 2, Version 2: Update of version 1 augmented with technical, operational, societal and economic building blocks, to be delivered within 6 months after signature of the contract by the last contracting party;

Deliverable 2, Version 3 – Final: Update of version 2 to be delivered within 8 months after signature of the contract by the last contracting party, after the "validation and verification" meeting and "Workshop 2" taking into account their outcome.

Each version of deliverable 2 will be the compilation of the related version of deliverables 2.1, 2.2, 2.3, and 2.4

The nomenclature of deliverable 2 applies <u>mutatis/mutandis</u> to the below subsets of deliverables to be provided under Tasks 2.1, 2.2, 2.3, and 2.4.

In this regard:

The result of the work carried out under Task 1.1 will be the object of **Deliverable 2.1** (**D2.1**) – **Recommendations for implementing acts on "Establishment and supervision of CSPs"** to be delivered within 4 months after signature of the contract by the last contracting party.

- Version 1 of Deliverable 2.1 has to be delivered within 1 month after signature of the contract by the last contracting party;
- Version 2 of Deliverable 2.1 has to be delivered within 3 months after signature of the contract by the last contracting party;

- Version 3 of Deliverable 2.1 has to be delivered within 4 months after signature of the contract by the last contracting party, after workshop 1 taking into account its outcome.

The result of the work carried out under Task 1.2 will be the object of **Deliverable 2.2** (**D2.2**) - **Recommendations for implementing acts on "Enhancing electronic signature and electronic seals"** to be delivered within 6 months after signature of the contract by the last contracting party.

- Version 1 of Deliverable 2.2 has to be delivered within 2 months after signature of the contract by the last contracting party;
- Version 2 of Deliverable 2.2 has to be delivered within 5 months after signature of the contract by the last contracting party;
- Version 3 of Deliverable 2.2 has to be delivered within 6 months after signature of the contract by the last contracting party.

The result of the work carried out under Task 1.3 will be the object of **Deliverable 2.3** (**D2.3**) - **Recommendations for implementing acts on "Extension of the scope to other trusted services"** to be delivered within 7 months of signature after the contract by the last contracting party.

- Version 1 of Deliverable 2.3 has to be delivered within 3 months after signature of the contract by the last contracting party;
- Version 2 of Deliverable 2.3 has to be delivered within 6 months after signature of the contract by the last contracting party;
- Version 3 of Deliverable 2.3 has to be delivered within 7 months after signature of the contract by the last contracting party, after workshop 1 taking into account its outcome.

The result of the work carried out under Task 1.4 will be the object of **Deliverable 2.4** (**D2.4**) - **Recommendations for implementing acts on "Extension of the scope to mutual recognition of notified eIDs"** to be delivered within 7 months after signature of the contract by the last contracting party.

- Version 1 of Deliverable 2.4 has to be delivered within 3 months after signature of the contract by the last contracting party;
- Version 2 of Deliverable 2.4 has to be delivered within 5 months after signature of the contract by the last contracting party;
- Version 3 of Deliverable 2.4 has to be delivered within 7 months after signature of the contract by the last contracting party, after workshop 1, taking into account its outcome.

Deliverable 3 – "Monitoring eID and ETS"

The result of the work carried out under Task 2 will be the object of **Deliverable 3, a report on "Monitoring eID and eTS" (D3)**, a consolidated report containing both eTS and eID mechanisms, divided into two chapters, namely "national and international public sector solutions and initiatives by country profiles" and "private sector solutions and initiatives". Deliverable 3 will be presented and debated during a "validation and verification" meeting with EU Member States (+EEA countries + Croatia) representatives in order to be scrutinised and debated by interested stakeholders, to be delivered in month 21 after signature of the contract by the last contracting party.

The following subset of deliverables and time schedule are expected:

Deliverable 3, Version 1: Preliminary version of the delta summary, the revised tables and country profiles to be delivered within 15 months after signature of the contract by the last contracting party.

Deliverable 3, Version 2: Update of version 1 – Draft final report to be delivered within 18 months after signature of the contract by the last contracting party. **Deliverable 3, Version 3:** Update of version 2 to be delivered within 21 months after signature of the contract by the last contracting party, after the "validation and verification" meeting with Member States, , taking into account its outcome.

Deliverable 4 – "Enhancing ETS market analysis"

The result of the work carried out under Task 3 will be the object of **Deliverable 4**, a **report on "Enhancing ETS market analysis" (D4)**. Deliverable 4 will be presented and debated during a "validation and verification" meeting with stakeholders, organised by the contractor, in order to be scrutinised and debated by interested stakeholders, to be delivered in month 21 after signature of the contract by the last contracting party.

The following subset of deliverables and time schedule are expected:

Deliverable 4, Version 1: Assessment of the eTS (including electronic signature) market to be delivered within 14 months after signature of the contract by the last contracting party.

Deliverable 4, Version 2: Update of version 1 – Draft final report to be delivered within 19 months after signature of the contract by the last contracting party. **Deliverable 4, Version 3:** Update of version 2, to be delivered within 21 months

after signature of the contract by the last contracting party, after the "validation and verification" meeting with stakeholders taking into account its outcome.

Deliverable 5 - "follow-up of mandate m460"

The result of the work carried out under Task 4 will be the object of **Deliverable 5**, a report on "follow-up of mandate m460" (D5).

The following subset of deliverables and time schedule are expected:

Deliverable 5, Version 1: Gap analysis to be delivered within 7 months after signature of the contract by the last contracting party.

Deliverable 5, version 2: Recommendations for new standardisation mandate to be delivered within 11 months after signature of the contract by the last contracting party.

<u>Deliverable 6: interim, final, post-workshop and "verification and validation" meeting reports</u>

Post-Workshops and "validation and verification" meetings reports (D6.1, D6.2, D6.3, D6.4, D6.5, D6.6, and D6.8)

Reporting on workshops and "validation and verification" meetings. Due five working days after each event.

Interim study report (D6.7) which will cover Tasks 1 and 4 and made of final versions of **Deliverable 2 and all its sub-deliverables and Deliverable 5.** The finalised interim study report shall be made available to the Commission's services within **13** months after the signature of the contract by the last contracting party.

A draft of the report shall be made available to the Commission's services 5 working days before the interim meeting in month 13 (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 finalised interim Study Report shall be submitted to the Commission's services within 2 weeks after the interim meeting.

Final study report (D6.10), including the following sections:

- **1.** Executive summary
- **2.** Final Study report
- **3.** Conclusions
- 4. In annex: D2, D3, D4, D5, Final versions (see above for details)

The draft final study report (D6.9) shall be made available to the Commission's services within 22 months and the final version of it within 23 months after signature of the contract by the last contracting party.

4.1.1 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 10 paper copies and in electronic format (.doc, .xls, .ppt or equivalents in open formats). Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

The *Final Study Report*, including an executive summary not exceeding 20 pages, shall be provided in 10 bound paper copies including annexes and in a .pdf format suitable for publication by the Commission's services on Commission websites. In addition, the executive summary shall be translated into French and German and be provided in 10 bound paper copies (for each of the three languages), and in 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 and workshops

For all meetings:

- Travel expenses will be borne by the contractor for its own staff,
- Hotel and subsistence expenses will be borne by the contractor for its own staff.

For the workshops and the "validation and verification" meetings: the contractor will invite relevant <u>representatives from the civil society</u> - ex. consumers association, NGOs active on civil liberties, fundamental rights or protection of privacy (see below for attendance details,)

Costs related to the following items must be borne by the contractor and included in the price:

- Travel expenses for its own staff,
- Hotel and subsistence expenses of these representatives.

The Contractor should thus foresee a budget for an average of **36 missions** (over the two year period the contractor is expected to travel "36" times. It can be, for example, 36 times one person or 9 times 4 persons) to attend these meetings. Meetings will not start before 10:00 and finish not later than 16:30 allowing travelling the same day back and forth to Brussels from most European cities.

If deemed appropriate, the Contractor and the Commission may agree to anticipate, postpone or cancel any of the foreseen meetings. Each party should be given notice of changes within 7 calendar days in advance.

4.2.1. Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within **two 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 within five working days after the meeting.

4.2.2. Validation and verification meeting 1 (Task 1)

A validation and verification meeting during which the contractor will present Deliverable 2 – Report on recommendation for implementing acts (D2) will be held within **7 months** after signature of the contract by the last contracting party.

20 persons are foreseen to attend the validation and verification meeting. The Contractor will be requested to suggest names of attendees to the Commission and to take care of their invitations upon Commission's approval. In particular, the Contractor will suggest names of persons able to represent the undertakings which were analysed during task 1.

The contractor will have to finalise Deliverable 2 - Report on Recommendations for implementing acts (D2) on the basis of the outcome of the validation and verification meeting.

4.2.3. Validation and verification meeting with Member States (Task 2)

A validation and verification meeting will be organised with member States by the Commission within **21** months after signature of the contract by the last contracting party, with the support of the Contractor, in order to present the results of the update of country profiles of e-Signatures for e-Government and on eID interoperability for PEGS.

The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings.

4.2.4. Validation and verification meeting with stakeholders (Task 3)

The report on "Enhancing ETS market analysis" (D4) will be presented by the contractor during a validation and verification meeting to be held within 21 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 "validation and verification" meeting will be held in Brussels and will last one day. The report on "Enhancing ETS market analysis" (D4) will then be updated to take into account the feedback provided by the attendees.

20 persons are foreseen to attend the validation and verification meeting. The Contractor will be requested to suggest names of attendees to the Commission and to

take care of their invitations after Commission approval. The civil society should also well be represented in the validation and verification meeting.

The contractor will have to finalise the final study report on the basis of the outcome of the validation and verification meeting.

N.B. In particular, for each of the validation and verification meetings, a preparation meeting may be organised (most probably the day before) and a debriefing meeting may be organised (most probably the same day or the day after).

4.2.5. Workshop 1 (Task 1)

A workshop during which the contractor will present Deliverable 2 - version 1 - "Preliminary version on scope, legal aspects and stock taking of the report on Recommendations for implementing acts" will be held within **3 months** after signature of the contract by the last contracting party.

80 persons are foreseen to attend the workshop. The Contractor will be requested to suggest names of attendees to the Commission and to take care of their invitations upon Commission's approval. In particular, the Contractor will suggest names of persons able to represent the undertakings which were analysed during task 1.

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 Commission will provide the premises for the workshop (including coffee and sandwiches).

4.2.6. Workshop 2 (Task 1)

A workshop during which the contractor will present Deliverable 2 – version 2 – "Update of version 1 augmented with technical, operational, societal, and economical building blocks of the report on Recommendations for implementing acts" will be held within **7 months** after signature of the contract by the last contracting party.

100 persons are foreseen to attend the workshop. The Contractor will be requested to suggest names of attendees to the Commission and to take care of their invitations upon Commission's approval. In particular, the Contractor will suggest names of persons able to represent the undertakings which were analysed during task 1. 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 agenda of the workshop will be established by the contractor in agreement with the Commission.

The Commission will provide the premises for the workshop (including coffee and sandwiches).

The contractor will have to finalise the D2 report on the basis of the outcome of the workshop.

4.2.7. Interim workshop (Tasks 1 & 4)

An interim workshop during which the contractor will present the interim report will be held within **13 months** after signature of the contract by the last contracting party.

120 persons are foreseen to attend the workshop. The Contractor will be requested to suggest names of attendees to the Commission and to take care of their invitations upon Commission's approval. The contractor is expected to provide senior members of staff having worked on the different tasks of the contract to

deliver a presentation on the main findings. The agenda of the workshop will be established by the contractor in agreement with the Commission.

The Commission will provide the premises for the workshop (including coffee and sandwiches).

The contractor will have to finalise the interim report on the basis of the outcome of the workshop.

4.2.8. Final workshop (All Tasks)

A one-day final workshop during which the contractor will present a draft final report will be held within **22 months** after signature of the contract by the last contracting party.

120 persons are foreseen to attend the workshop. The Contractor will be requested to suggest names of attendees to the Commission and to take care of their invitations upon Commission's approval. The contractor is expected to provide senior members of staff having worked on the different tasks of the contract to deliver a presentation on the main findings of each deliverable. The agenda of the workshop will be established by the contractor in agreement with the Commission.

The Commission will provide the premises for the workshop (including coffee and sandwiches).

The contractor will have to finalise the final report on the basis of the outcome of the workshop.

4.2.9. Specialised ad hoc meetings (Task 5)

The Contractor will often be asked to accompany the Commission, in an adviser capacity, to meetings with stakeholders (ex. meetings with standardisation bodies, meetings with technical committees...). An average frequency of one meeting per month should be foreseen. Most meetings will not exceed one day. Most meetings will take place in Brussels but the Contractor should foresee three two days meetings taking place in other cities in Europe.

Additionally, the Contractor should be ready to attend on a short notice, internal Commission meetings to advise the Commission on specific detailed issues regarding the subjects of this study. For instance, these meetings could be the preparation of larger meetings with the stakeholders; in that case, the preparation meeting would take place the day before the stakeholder meeting. An average frequency of one meeting per month should be foreseen. Most meetings will take place in Brussels. These meetings will not exceed one day.

4.3 Timetable

Schematic indicative timetable

Deliverable	Meeting													Mo	nth										
\downarrow	\downarrow	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	<i>17</i>	18	19	20	21	22	23	24
Inception report (D1.1)	Inception meeting																								
Final webpage of the study (D1.5)																									
Recommendations for implementing acts on establishment and supervision of CSPs (D2.1)	Workshop 1																								

1 st post-workshop													
report (D6.4)													
Recommendations													
for implementing													1
acts on enhancing													l
electronic													l
signature and electronic seals													l
(D2.2)													1
Recommendations													
for implementing													1
acts on extension													l
of the scope to													1
other trusted services (D2.3)													1
Recommendations													
for implementing													
acts on extension													l
of the scope to													l
mutual													1
recognition of													
notified eIDs (D2.4)													
(<i>D2.4)</i>	Validation									 			
Report on	and												1
Recommendations	verification												
for implementing	meeting												1
acts (D2)	& workshop												
1 st ''Validation	2												
and verification"													l
meeting report													1
(D6.1)													<u> </u>
2 nd post-workshop													
report (D6.5) Report on													
''follow-up of													1
mandate m460''													l
(D5)													
Interim progress													
report (D1.2)													
Interim study	Interim												
report (D6.7)	workshop												-
Interim workshop report (D6.6)													
	''Verification												
Report on	and												
"Monitoring ETS	validation''												
and eID''(D3)	meeting with Member												
	States												1
Validation and													
verification													
meeting with													
Member States													1
report (D6.3)	''Verification												
Report on	and												
"Enhancing ETS market	validation''												
market analysis''(D4)	meeting with												
Validation and	stakeholders												
Validation and verification													
meeting with													
stakeholders													
report (D6.2)													
Draft final study	Final												
report (D6.9)	workshop						 <u> </u>	<u> </u>		<u> </u>			

Final workshop											
report (D6.8)											
Final progress											
Final progress report (D1.3)											
Final study report											
D6.10											

5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES

5.1 Study report(s)

After reception of each study report – inception, interim, draft and final study report - included in section 4.1 above, the Commission will have **30** calendar days in which:

- to approve it, with or without comments or reservations;
- 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.

NB. Deliverables that do not have a style allowing for easy reading or written in incorrect English will be rejected.

5.2 Progress report(s)

The Commission shall have 30 days from receipt to approve or reject the progress report, and the Contractor shall have 20 days in which to submit additional information or a new report.

5.3 Other Deliverables

The Commission shall have 30 days from receipt to approve or reject the deliverables, and the Contractor shall have 20 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.

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, in accordance with the information provided in the sections above.

7 REFERENCE DOCUMENTATION

- Proposal for a regulation on "electronic identification and trust services for electronic transactions in the internal market "
 http://ec.europa.eu/information_society/policy/esignature/eu_legislation/revision/indexen.htm
- Impact assessment for the proposal for a regulation on " electronic identification and trust services for electronic transactions in the internal market"
- Directive 1999/93/EC on a Community Framework for electronic signatures
- Commission Decision 2003/511/EC of 14.7.03 on the publication of reference numbers of generally recognised standards for electronic signature products in accordance with Directive 1999/93/EC of the European Parliament and of the Council
- Commission Decision 2000/709/EC of 6.11.00 on the minimum criteria to be taken into account by Member States when designating bodies in accordance with Article 3(4) of Directive 1999/93/EC of the European Parliament and Council on a Community framework for electronic signatures.
- Commission Decision 2009/767/EC of 16.12.09 setting out measures facilitating the
 use of procedures by electronic means through the 'points of single contact' under
 Directive 2006/123/EC of the European Parliament and of the Council on services in
 the internal market.
- Commission Decision 2010/425/EU of 28.7.10 amending Decision 2009/767/EC as regards the establishment, maintenance and publication of trusted lists of certification service providers supervised/accredited by Member States
- Commission Decision 2011/130/EU of 25.2.11 establishing minimum requirements for the cross-border processing of documents signed electronically by public administrations under Directive 2006/123/EC of the European Parliament and of the Council on services in the internal market
- Relevant ICT PSP projects (ex. STORK, PEPPOL, SPOCS, EpSos and eCodex): http://ec.europa.eu/information_society/activities/ict_psp/index_en.htm
- Digital Agenda for Europe: Consultation on electronic identification, authentication and signatures in the European digital single market. http://ec.europa.eu/information_society/policy/esignature/eu_legislation/revision/pub_cons/index en.htm
 - Contributions
 - Summary of contributions
 - o IDABC studies:
 - Study on mutual recognition of e-Signatures for e-Government applications: http://ec.europa.eu/idabc/en/document/6485
 - o Feasibility study of a European federated e-Signature validation service: http://ec.europa.eu/idabc/en/document/7764
 - o eID Interoperability for pan-European government services: http://ec.europa.eu/idabc/en/document/7768
 - CROBIES: Study on Cross-Border Interoperability of e-signatures (2010)
 http://ec.europa.eu/information_society/policy/esignature/ias_crobies_studies/index_en.htm

- IAS Study on the feasibility of an electronic identification, authentication and signature policy
 http://oc.ouropa.co/information_acciety/policy/esignature/ice_orehice_studies/ir
 - http://ec.europa.eu/information_society/policy/esignature/ias_crobies_studies/index en.htm
- "SME Panel" survey on e-signature http://ec.europa.eu/information_society/policy/esignature/eu_legislation/revision/s me_panel/index_en.htm
- o Study on electronic signature market supply side
- Study on the EU ICT Security Market, IDC, 2009, http://ec.europa.eu/information_society/policy/nis/strategy/activities/data_ict_market/index_en.htm
- Rationalised standardisation Framework
 http;//www.e-signatures-standards.eu/reference-documentation/rationalised-framework-on-electronic-signatre
- Standardisation mandate m460 in the field of information and communication technologies applied to electronic signatures, 22.12.09 and the related forthcoming deliverables.

Seven grants with CEN and ETSI to support the first phase of the mandate implementation (see http://www.ec.europa.eu/information.society/policy/eulegislation/standardisation). New proposals will be suggested for agreement during summer 2012. They will be handed over in confidence to the Contractor after contract signature.

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 <u>requirements</u> related to the <u>submission and opening of the tenders</u> 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 form⁶ (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 form⁷ (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

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 form⁸ (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

⁶ 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

A standard template in each EU language is available

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

⁸ 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

- 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 <u>LAYOUT OF THE TENDER</u>

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 <u>total</u> fixed price expressed <u>in Euro</u> 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 at meetings and 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 (all-inclusive price).
 - (c) **Other expenses** (outsourced services or supplies e.g. translation expenses, printing expenses, 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 450.000 [four 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.
- <u>5.1.3. Tenderers including sub-contractors if any shall provide a declaration on their honour (Annex 4)</u>, 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 130000, 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 abovementioned 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

Given the focussed work which is expected from the Tenderer, it is expected that it will gather a multidisciplinary team of first class, recognised and highly specialised experts in the domains of e-Signature, e-Identification and related trust services. The quality and availability of the individual experts is considered as being the key success factor of the study.

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

5.2.2 Financial and economic capacity

Criterion:	Sufficient financial and economic standing:
	The turnover of the previous two years of the tenderer and, if applicable, its
	partners, must exceed a total of €150.000 per annum
Documentary	Photocopies of annual income statements and balance sheets or extracts
evidence:	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 field of
	ICT 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 1:	Experience, technical knowledge and credibility of proposed team
	The team should have the following composition:
	Minimum one expert demonstrating at least five years' experience for the following item: Proven expertise in addressing complex legal aspects of eTS and/or eID at least in one EU Member State. The expertise should not be limited to the mere application of law but be deeper involving analysis of the law (ex. interpretation of laws, development of new law, development of case law etc).
	 2. Minimum_one expert demonstrating at least three years' experience for the following item: Detailed knowledge of the current set of CEN and ETSI eSignature standards. Detailed knowledge of existing standardisation or consensus building activities around eID.
	3. Minimum one expert demonstrating 5 years experience in communication and awareness raising.
	4. Minimum one expert demonstrating 5 years experience in market analysis and market statistics.
Documentary evidence:	 Informative curricula vitae of team members, demonstrating professional experience in the field listed above. Proof of recognition of the expertise (ex. lists of speeches delivered at conferences, security certifications, publications, reports, participation to standardisation committees, participation to consensus building undertakings, awareness raising campaigns, market surveys).

Criterion 2:	Management & consensus building capability
Documentary evidence:	- at least one €50.000 contract in the last five years where the tenderer had to demonstrate its capability to carry out detailed market analysis, - at least one contract in the last five years where the tenderer had to demonstrate technical and legal consensus building at least one contract in the last five years where the tenderer had to define the components and solutions coming out from market analysis and surveys. at least one contract in the last five years where the tenderer had to define the components related to awareness raising and communication List of relevant €150.000 contracts performed by the Tenderer (including subcontractor(s), if any) in the field of ICT in the last five years.

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⁹ 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.

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:

respective scores fisted below.	Maxim	
Technical award criterion	um score/w eightin g	Thres hold
1. Understanding of the tasks required	30	15
 Tenders should address at least the following sub-criteria: Understanding of eID and eTS status in the EU and the impacts the current electronic signature framework set by Directive 1999/93/EC and understanding of the issues requiring further elaboration (including current supervision model and related trust services). In that context, legal, technical, operational, standardisation, societal and economics aspects factors should be addressed. Understanding on the issues to be addressed to manage the elaboration of secondary legislation following the adoption of a Regulation on electronic identification and trust services for electronic transactions in the internal market. In that context, legal, technical, operational, standardisation, societal, communication, 		
and economics aspects should be addressed.		
(All the sub-criteria above are of equal relative importance)		
2. Technical quality of the tender	50	25
Tenders should address at least the following sub-criteria:		
• Completeness and full coverage of the scope of the tasks.		
• Quality of the methodological approach. Methodology to collect and analyse data. Soundness and appropriateness of the proposed analysis tools and data gathering techniques.		
• Appropriateness of the quality of proposed deliverables;		
Value added at the EU level. Methodology proposed to		
ensure a wide consensus on the study results. Proposed		
setting for the open workshop, validation and verification		
groups, and brainstorming session. (All the sub-criteria above are of equal relative importance)		
3. Management	20	10
The tender should address at least the following sub-criteria:	20	10
 Feasibility to meet the objectives specified in the tender 		
specifications, Availability of experts to support the		
Commission. Efficiency assessment of the manageability of		
the team of experts. Coherence of the team of experts.		
Sound and realistic allocation of financial and human		
resources, including allocation of expertise. Amount of effort		
(in men-hours) dedicated to expert work.		
(All the sub-criteria above are of equal relative importance)		
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):

Furthermore, tenders with a total score of less than 60% of the total maximum score 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 150000. 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.12 OF THE MODEL CONTRACT

11 No obligation to award the contract

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

12 RESULTS

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

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

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

TENDERER'S ID					
Name					
Legal form					
Date of registration					
Country of registration					
Registration number					
VAT number					
Address of registered office					
Contact address (if different)					
URL					
AUTHORISED REPRESENTATIVE(S) ¹⁰					
CONTACT PERSON					
Name					
Forename					
Position					
Telephone					
Fax					
Email					
DECLARATION BY THE AUTHORISED REPRESENTATIVE(S): I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.					

Place and date:

Name (in capital letters) and signature:

¹⁰ 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

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_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

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.
- 1) 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 above 11.

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

Mandatory for contracts of value above EUR 130 000 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 ATTORNEY¹²

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)
The state of the s
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:

¹² To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS

[Title of the call for tenders]

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.6 regarding subcontracting and Art. II.20 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

[Title of the call for tenders]

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 Regulation ¹³ .
Declares hereby taking note of Art. II.6 regarding subcontracting and Art. II.20 in relation with checks and audits of the service contract.
Place and date:
Name (in capital letters) and signature:

 $^{^{\}rm 13}$ 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 **n**) 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 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
Administrative section of the tender					
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)	•		•		
Technical Section of the tender (see section 4.2, part 2)	•		•		
Financial Section of the tender (see section 4.3, part 2)			•		