

TENDER SPECIFICATIONS

**STUDY ON STEPS TOWARDS A TRULY INTERNAL MARKET
FOR E-COMMUNICATIONS NETWORKS AND SERVICES IN THE RUN-UP TO 2020
SMART 2010/0016**

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1 CONTEXT

1.1 Background

European telecoms policy was initiated in the late 80's with the two-fold objective of releasing the growth and innovation potential of telecommunications networks and of building an internal market for the telecoms services which would support the increasing movement of products, services, capital, as well as the free movement of workers within the European Economic Community.

In order to achieve this overriding objective, in the nineties, Europe progressively **liberalised** telecoms services by abolishing special rights of certain public enterprises to produce or supply telecoms equipment or services¹. In conjunction with these directives, and in order to support this process, a series of **harmonising** measures² were progressively adopted with the objective of enabling market entry and ensuring full network and service interoperability across Europe. This resulted in the full opening of telecoms markets in 1998. Europe's strategy can be characterised in terms of a progressive removal of barriers towards an internal market for telecoms services and equipment with an increased **role for competition law** as the transition from monopolistic to open markets ensued. These actions were based on the internal market provisions of the relevant Treaty (Article 95 of the EC Treaty and now Article 106 of the Treaty on the Functioning of the EU) or on the competition law provisions (Article 86 of the EC Treaty and now Article 102 of the Treaty on the Functioning of the EU).

This first framework was reviewed by the Commission resulting in a new regulatory framework in 2002³, which, at the outset of growing convergence between telecoms, broadcasting and information technology, is based on the principle of technological neutrality and draws a clear division between electronic communications networks and services covered by the regulatory framework, and other services (such as those related to content). These rules consist of both purely economic, sector-specific regulation based on the principles of EU competition law as well as on consumer-focused regulation. One of the main innovations of this framework was the introduction of a mechanism, which whilst acknowledging the expertise of national regulators to assess competitive conditions in their national markets, intended to ensure regulatory consistency with a view to consolidating an internal market. Also, the Radio Spectrum Decision⁴ was adopted to provide the basis for the introduction of technical harmonisation measures in the radio spectrum policy field.

A further revision of the electronic communications rules was launched by the Commission in 2007 to bring the framework up to date for the fast-developing sector in a Union which now has 27 Member States. This latest framework, adopted in November 2009⁵, seeks to build on the gains that consumers have already obtained in the telecoms markets by introducing some institutional and procedural measures which aim at strengthening consumer protection and ensuring more

¹ Commission Directive 90/388/EEC

² Starting with Council Directive 90/387/EEC

³ OJ L 108 of 24 April 2002: Directive 2002/21/EC, Directive 2002/19/EC, Directive 2002/20/EC, Directive 2002/22/EC; OJ L 201 of 31 July 2002: Directive 2002/58/EC

⁴ Decision 676/2002/EC

⁵ OJ L 337 of 18 December 2009: Regulation 1211/2009; Directive 2009/140/EC; Directive 2009/136/EC

consistent economic regulation to enhance the internal market. It is expected that the Body of European Regulators for Electronic Communications (BEREC), created by this latest review, will contribute to fostering a European regulatory culture. Furthermore, the provisions on radio spectrum policy have been strengthened. In addition to the adoption of multi-annual spectrum policy programmes, and in order to promote innovation and economic development, this latest revision introduced a greater degree of flexibility in the use of radio spectrum through the principles of service and technology neutrality. It also reconfirmed the importance of general authorisations and the interest in making spectrum usage rights freely tradable whenever possible, giving the possibility to the Commission to identify frequency bands to be made tradable throughout the Union, while preserving a particular treatment in certain cases to spectrum used for broadcasting.

In addition, the Commission laid down the foundations for an EU sector-specific policy in the areas of spectrum management, research and technology, and standardisation. In particular, the Commission played a central role in ensuring the adoption of the GSM standard which was instrumental in kick-starting a Europe-wide market for mobile telephony.

Overall, competition has grown strongly, yet at varying degrees depending on the product market and/or the Member State concerned. As a result, the Recommendation on Relevant Markets⁶ now lists only seven markets out of the original 18 which are presumed to be susceptible to ex-ante regulation. Despite tangible benefits, such as falling prices in many markets, procedures still remain cumbersome for operators wishing to operate in more than one Member State, in relation *inter alia* to the acquisition of spectrum and numbering resources in each of the Member States. A one-stop-shop is not yet in sight. Furthermore, ad hoc EU initiatives such as the Roaming Regulation⁷ and the Decision on the selection and authorisation of systems providing mobile satellite services (MSS)⁸ were designed to address the lack of a properly functioning internal market. Nevertheless, in the latter case 27 national authorisations are still necessary, albeit under harmonised conditions.

At present, markets remain largely partitioned, with few operators offering services across several Member States and virtually none across the whole of the EU. Networks thus remain mostly national and do not transcend these borders. European end-users cannot yet benefit from electronic communications services on a European-wide scale offering seamless connectivity, full interoperability, and similar retail tariffs at attractive levels. Furthermore, the rules on regulation have been conceived and are essentially being applied on the ground by 27 different national regulators according to their own national circumstances.

1.2 The challenge

In the context of EU 2020⁹ and in particular, the Digital Agenda for Europe¹⁰, and the Radio Spectrum Policy Programme¹¹ the European Commission has set itself several challenges with the

⁶ Commission Recommendation 2007/879/EC of 17 December 2007

⁷ OJ L 167 of 29 June 2009: Regulation 717/2007 as amended by Regulation 544/2009

⁸ OJ L 172 of 2 July 2008: Decision 626/2008/EC

⁹ Communication from the Commission, Europe 2020: a strategy for smart, sustainable and inclusive growth

¹⁰ Communication from the Commission, the Digital Agenda for Europe – a policy for growth and innovation in a digital society

¹¹ The Commission's proposal for a Radio Spectrum Policy Programme is envisaged to be adopted by the Commission in mid-2010 and is expected to be adopted by co-decision in 2011

aim of delivering sustainable economic and social benefits based in particular on fast and ultra fast Internet and interoperable applications. Enhancing the internal market is identified as one of the key EU instruments to help Europe deliver on its 2020 objectives.

Moreover, the Commission has set out, as a key performance target in the area of Single market for telecoms services, that the difference between roaming and national tariffs for mobile communication services should approach zero by 2015.

It is these challenges that the Commission must take-up and build upon and an increasingly integrated internal market can play an important role in this context. The Commission must therefore first and foremost ensure that the legal framework in place leads to lowering of barriers to integration between markets and thereby stimulates investment in networks and services, ultimately contributing to the development of the internal market, in the spirit of the Treaty on the Functioning of the EU. In addition, any internal market approach must also focus on empowering and informing Europe's citizens in a competitive environment.

2 OBJECTIVES

2.1 Overall objectives

The purpose of this study is to assess the state of progress of the EU's internal market for electronic communications networks and services, as well as its economic potential in the 2020 horizon, taking into account the current market organisation and regulatory set-up, including in the area of radio spectrum policy. The study should be carried out by building on the general aims in relation to electronic communications policy as outlined in the Digital Agenda for Europe. It should be carried out with a view to identifying possible policy measures to achieve a higher degree of EU market integration in electronic communications networks and services which could bring about additional benefits to the EU's electronic communications sector and to citizens and businesses alike, including SMEs.

In order to achieve this objective, the study will have to conduct the five main following tasks:

- i) to measure the benefits likely to accrue from a fully-fledged internal market for electronic communications networks and services to consumers, businesses and to service providers/operators, against the economic output delivered by the current market organisation within the EU;
- ii) to identify and describe the main technical, legal and regulatory obstacles to a fully-fledged internal market in electronic communications networks and services, and the areas susceptible to most significant cost savings;
- iii) to perform an economic quantification of the impeding and enabling factors in the development of an internal market, and their estimated impacts on competition and investment, and on the EU economy as a whole;
- iv) to examine if further regulatory and/or policy-related actions allowing the removal of any obstacles to the provision of electronic communications networks and services at European level are warranted and if so, within what timeframe and at what cost;
- v) to describe the design and the feasibility of the above-mentioned measures on the basis of the EU legal and regulatory set of rules as well as the conditions for their successful adoption at EU level.

2.2 Specific requirements

In order to conduct the overall tasks described in the above sub-section 2.1, the contractor will have, among others, to perform the specific requirements as follows.

- The contractor will have to clearly define and justify its proposed methodology(ies) to perform the five main tasks on the basis of seminal economic literature in the field.
- As a starting point, the contractor will define a "reference" model setting the hypotheses and identifying the key variables for an optimal level of EU market integration in the electronic communications sector against which the required assessments and analyses will be conducted.
- When assessing the economic potential of the internal market as well as its economic impact, the contractor shall take into consideration the role of economic efficiencies (e.g. economies of scale, vertical efficiencies, network effects etc.) as well as any relevant economic features of the services analysed (e.g. tradability of services in a wider geographic market) for the purpose of this study.
- In order to take into account time and budget constraints, the analytical work referred to in tasks (i) and (iii) of the previous section should be focused on the markets and their corresponding sectors for the provision of fixed and mobile broadband services, assuming that these markets should be considered, for the purpose of that study, as the best proxy for the overall electronic communications market to the horizon 2020. The contractor will have to conduct the requested analysis at the various relevant levels of markets defined at local, national, regional (both within and between Member States) and EU levels in order to measure the benefits resulting from a fully-fledged internal market within the EU, if any for consumers and business alike.
- The benefits likely to accrue from a higher degree of market integration to consumers shall be measured by means of the prevailing methodology of consumer surplus. The contractor shall present and justify in a clear manner the hypotheses made for setting the different levels of prices of fixed and mobile broadband services for the purpose of this task.
- In the overall context of this study, the contractor shall take into account technological developments.
- The contractor should establish indicators for regulatory divergence between the EU Member States and quantify the possible losses caused by the inconsistent implementation of regulation across the EU. The contractor will have to assess the impact of regulatory heterogeneity on two factors, namely, the level of competition and investment, and propose possible regulatory tools that would enhance these two factors across the internal market.
- When measuring the estimated impacts on the EU economy of the removal of obstacles in the e-communications networks and services markets, the contractor should also assess this impact by conducting four mini case studies. In order to best illustrate this impact, two of the case studies should focus on sectors of the EU economy which are intensive users of ICT goods/services/resources and two should focus on sectors which rely on the use of radio spectrum.
- The contractor should assess the costs of any policy measures and subsequent implementing regulatory decisions aiming at achieving a fully integrated internal market for electronic

communications networks and services and also at both Union and national levels, and compare them against the expected benefits.

- The contractor should analyse, in the form of mini-case studies, other sectors in the EU which exhibit similar characteristics (e.g. network industries such as energy or transport) and which have achieved a more advanced degree of market integration, with the view to assess the role of EU public policies in that process, including the role of institutional market regulatory mechanisms, if any.
- Along the same line, the contractor should compare the progress achieved in non-EU countries with a more advanced degree of market integration, technological development, and/or potential economies of scale and assess the role of public policies in that process.
- In the course of assessing the need for Community measures based on the main study's findings, the contractor should consult relevant stakeholders.
- Intermediate results of this Study shall be presented to the Commission and, if requested by the Commission, to relevant stakeholders.

3 DURATION

Duration of the tasks must not exceed 34 weeks 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:

- **Preparatory documents for the inception meeting**, including a draft meeting agenda, study objectives, methodology, resources and timetable and a draft (but detailed) **outline of the study report**, to be delivered to the Commission's services three working days before the inception meeting.
- **Inception report**, that will contain the minutes of discussions and agreements reached in the inception meeting. It will be accompanied by the updated preparatory documents mentioned above in accordance with the indications provided by the Commission during the inception meeting. The inception report shall be made available to the Commission's services one week after the inception meeting.
- **Draft Interim study report** which will cover the tasks (i) to (iii) from section 2.1 completely. It will also propose options on the way to perform the remaining tasks (iv) and (v) on the basis of the main findings at this stage of work, in order to support the discussions at the interim meeting. The interim study report shall be made available to the Commission's services one week before the interim meeting and within 18 weeks after signature of the contract by the last contracting party.
- **Interim meeting report**, that will contain the minutes of discussions and agreements reached in the interim meeting. It shall be made available to the Commission's services one week after the interim meeting.

- **Interim study report**, updated in accordance with the indications provided by the Commission during the Interim meeting shall be made available to the Commission's services one week after the interim meeting.
- **Draft Final study report**, including the following sections:
 1. Separate executive summary of around 10 pages containing a description of the most important findings, in easy-to-understand terms
 2. Introduction
 3. general scientific and methodological approaches followed
 4. Chapter-by-chapter analysis
 5. Conclusions
 6. annexes containing any factual or technical material or any detailed analysis

The draft final study report shall be made available to the Commission's services one week before the final meeting and within 26 weeks after signature of the contract by the last contracting party.

- **Final meeting report**, that will contain the minutes of discussions and agreements reached in the final meeting. It shall be made available to the Commission's services one week after the final meeting.
- **Final study report**
The final study report, that will take into account the outcome of the Final meeting, shall be made available to the Commission's services within 30 weeks after signature of the contract by the last contracting party. The final study report shall be provided in 4 bound paper copies including annexes and in "Word" and "PDF" format suitable for publication by the Commission's services on the Commission website.

All deliverables must be written in English.

4.2 Meetings

Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within 1 week after signature of the contract by the last contracting party.

Interim meeting

An interim meeting during which the contractor will present the interim findings will be held within 19 weeks after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels.

Final meeting

A final meeting during which the contractor will present the draft final study report will be held within 27 weeks after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to modify the draft final study report to produce the final study report on the basis of the outcome of the final meeting.

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

4.3 Timetable

Deliverable ↓	Meeting ↓	Week →	1	2	18	19	20	26	27	28	30
Preparatory doc for the inception meeting											
	Inception meeting										
Inception report											
Draft interim study report											
	Interim meeting										
Interim meeting report											
Interim study report											
Draft final study report											
	Final meeting										
Final meeting report											
Final study Report											

5 TERMS OF APPROVAL OF STUDY REPORT

After reception of the interim study report, the draft final study report and the 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 15 calendar days. The new report shall likewise be subject to the above provisions.

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

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

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

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

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

ADMISSIBILITY OF TENDERS

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

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

2 ADMINISTRATIVE REQUIREMENTS

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

2.1 Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.
Please make sure that all the documents and evidences required are submitted with your tender.

- Option 1:** Submission by **one tenderer: Private / Public entity / Individual.**
- Option 2:** Submission by **partners** as defined under section 2.2 below.
One must be designated as **lead partner/contractor.**
- Option 3:** Submission by **one tenderer with subcontractors** as defined under section 2.2 below
- Option 4:** Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

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

The partnership may take the form of:

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

or

- b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

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

2.2.2 Subcontracting

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

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

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

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

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form¹² (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 form¹³ (ORIGINAL filled in according to the instructions contained in this form)
If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 2 and 4: documents to be provided by each partner, except the lead partner

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form¹⁴ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

¹² A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

¹³ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/fliers_en.htm

¹⁴ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

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

- Annex 1: Administrative identification form (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 (filled in and signed by (an) authorised representative(s))
- Annex 6a: Letter of intent from each subcontractor (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.

3 SIGNATURE OF THE TENDER

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

4 LAYOUT OF THE TENDER

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

4.1 Administrative section

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

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below. The Commission will reject tenders where no technical offers are proposed.

4.3 Financial section

The price quoted must fulfil the following requirements:

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

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

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

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

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

(a) Professional fees. The daily fee and total number of man/days for each category of staff working on the contract must be specified. The tender must also present a breakdown of professional fees for each section in Part 1 section 4.

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

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

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

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

A total effort of approximately 350 man/days is required.

5 EVALUATION OF TENDERS

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

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

5.1 Exclusion Criteria

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

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

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

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

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

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

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

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

5.1.4. In addition, for contracts of a value higher than EUR 125 000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a),

(b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**.

- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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

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

5.1.5. Administrative and financial penalties

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

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

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

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

2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;

- (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Selection criteria

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

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

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

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

5.2.1 Professional information

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

evidence:	registers in the country of establishment
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5.2.2 *Financial and economic capacity*

Criterion:	Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract
Documentary evidence:	Photocopies of annual income statements and balance sheets or extracts there from signed by the authorised representative of the legal entity for the last two financial years, where applicable, as approved by the general assembly of the company, audited and/or published AND Statement of overall turnover and turnover from contracts in the field of consultancy in electronic communications in the last three financial years.

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

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

5.2.3 *Technical background*

Criterion:	Relevant expertise of the tenderer(s), including subcontractors if any, acquired in the last three years, in the field of economics and/or law applied to the regulation of electronic communications networks and services.
Documentary evidence:	List of contracts in the field of electronic communications involving economic, legal and/or regulatory analysis, performed in the past three years, or currently being performed, with their respective values.

Criterion:	Experience, technical knowledge and credibility of proposed team.
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the field of this study, in particular economics and/or competition law applied to the regulation of electronics communications networks and services of at least 5 years, including a list of scientific publications.

Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 250 000 Euros performed in the last five

evidence:	years by the tenderer(s), including subcontractors if any.
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5.3 Award criteria

5.3.1 Technical award criteria

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

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
1. Understanding of the tasks required Understanding of the specific and general objectives demonstrated by explanations on the way in which the tenderer intends to handle the various requirements, in relation with EU policy objectives in the field.	35	17,5
2. Technical quality of the tender <ul style="list-style-type: none"> • Completeness and full coverage of the scope of the tasks • Quality of the overall methodological approach, including proposed analysis tools and data gathering techniques • Degree of innovation and of added value at the EU level (All the sub-criteria above are of equal relative importance)	50	25
3. Management <ul style="list-style-type: none"> • Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a workplan or timetable) • Sound and realistic allocation of financial and human resources, including allocation of expertise (All the sub-criteria above are of equal relative importance)	15	7,5
TOTAL	100	60

Minimum score per criterion (threshold):

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

Minimum total score (threshold):

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

5.3.2 Price

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

6 AWARD OF THE CONTRACT

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

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

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.
- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.
- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150 000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

8 VALIDITY OF THE TENDER

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

9 ADDITIONAL PROVISIONS

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

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

11 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any

compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

12 RESULTS

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

13 DISCLAIMER (IF APPLICABLE)

The following sentence is to be prominently displayed on the cover of each deliverable. The disclaimer should also be incorporated into the introduction of each deliverable.

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

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)¹⁵</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

¹⁵ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

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

A standard template in each EU language is available at:

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

ANNEX 3: BANK IDENTIFICATION FORM

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

A standard template in each EU language is available at:

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

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

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

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

or

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

official name in full:

official legal form:

official address in full:

VAT registration number:

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

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

In addition, the undersigned declares on their honour:

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

practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.

- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above¹⁶.

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

¹⁶ Mandatory for contracts of value above EUR 125 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

ANNEX 5: POWER OF ATTORNEY¹⁷

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

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

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

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

Signed in on [dd/mm/yyyy]

Place and date:

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

¹⁷ 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

**STUDY ON STEPS TOWARDS A TRULY INTERNAL MARKET
FOR E-COMMUNICATIONS NETWORKS AND SERVICES IN THE RUN-UP TO 2020
SMART 2010/0016**

The undersigned:

Name of the company/organisation:

Address:

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

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

Place and date:

Name (in capital letters) and signature:

ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS

**STUDY ON STEPS TOWARDS A TRULY INTERNAL MARKET
FOR E-COMMUNICATIONS NETWORKS AND SERVICES IN THE RUN-UP TO 2020
SMART 2010/0016**

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 Regulation¹⁸.

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

Place and date:

Name (in capital letters) and signature:

¹⁸ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

CHECKLIST OF DOCUMENTS TO BE SUBMITTED

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

Description	Lead partner in a joint bid	All the other partners in a joint bid	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor – External expert
<i>Administrative section of the tender</i>					
Annex 1: Original Administrative identification form (see section 2.3, part 2)	■	■	■	■	
Annex 2: Original Legal Entity Form (see section 2.3, part 2)	■	■	■		
Annex 3: Original Financial Identification form (see section 2.3, part 2)	■		■		
Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2)	■	■	■	■	
Annex 5: Original Power of attorney (see section 2.3, part 2)		■			
Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)				■	
Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)					■
Legible photocopy of the statutes of the entity (see section 2.3, part 2)	■	■	■		
Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)	■	■	■		
Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2)	■	■	■		
Evidence of financial and economic capacity (see section 5.2.2, part 2)	■	■	■		
Evidence of Technical background (see section 5.2.3, part 2)	■	■	■	■	■
<i>Technical Section of the tender</i> (see section 4.2, part 2)	■		■		
<i>Financial Section of the tender</i> (see section 4.3, part 2)	■		■		