

CALL FOR TENDERS FOR A STUDY
TENDER SPECIFICATIONS

STUDY TITLE:

***"Survey and Analysis of EU ICT Security Industry and
Market for Products and Services"***

REFERENCE: SMART 2007/0005

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PART 1: TECHNICAL DESCRIPTION

1. CONTEXT

The relevance of the ICT sector for the European economy and for European society as a whole is incontestable. ICT is a critical component of innovation and is responsible for nearly 40% of productivity growth. In addition, this highly innovative sector is responsible for more than a quarter of the total European R&D effort and plays a key role in the creation of economic growth and jobs throughout the economy. More and more Europeans live in a truly information-based society where the use of ICTs has rapidly accelerated as a core function of human social and economic interaction¹ **Trustworthy, secure and reliable ICT** are therefore crucial for the information society.

The approach towards network and information security (NIS) is not homogenous across EU Member States. National NIS markets have their specificities stemming from national policies and legislations, national market typology and dynamics, different behaviours of users with respect to security threats, etc. The EU NIS industry might not fully benefit from an integrated market at EU 27 level and, consequently users might not benefit from an improved or cheaper offer.

Network & Information Security (NIS)

Definition: the ability of a network or an information system to resist, at a given level of confidence, accidental events or malicious actions that compromise the availability, authenticity, integrity and confidentiality of stored or transmitted data and the related services offered by or accessible via these networks and systems.

Source: COM(2001)298 of 6.6.2001

This leaves the European NIS industry at a disadvantage compared to their non-European counterparts who can impose de facto standards. An additional dimension is the risk that EU users may be constrained to purchase products developed elsewhere that may contain voluntary vulnerabilities such as back doors or that may not satisfy requirements for an effective protection of privacy. In top of being detrimental to the EU NIS market itself, this might also be harmful for the overall EU ICT sector. There may thus be room for policies creating a more favourable context.

To address the issues of degree of fragmentation in EU NIS market as well as other issues related to the security of networks and information, the European Commission proposed a strategy on 31.5.2006 in a Communication entitled "A strategy for a secure information society – dialogue, partnership and empowerment", reference COM(2006)251². The European Council welcomed the strategy in its resolution of 11.12.2006.

Regarding the EU market for Network & Information Security products and services, the Communication states that ***"because of the high fragmentation and its rather specific nature, the Commission will invite Member States, the private sector and the research community to establish a strategic partnership to ensure the availability of***

¹ Source: COM(2005)229 of 1.6.2005 "i2010 – A European Information Society for growth and employment"

² eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2006:0251:FIN:EN:DOC

data on the ICT security industry and on the evolving market trends for products and services in the EU."

A pre-requisite to establish a fruitful strategic partnership is to possess an accurate analysis of the NIS market and its evolution, at the level of individual EU Member States or region as well as at the overall EU level. A pre-requisite for the analysis is to have reliable statistical indicators on this market.

2. OBJECTIVES OF THE STUDY

The objectives of the study, which is the object of the current call for tenders, are to collect data on the market for NIS in the European Union, to describe how the market operates and to formulate recommendations for its improvement.

To that end:

- The contractor should define a set of pertinent and relevant **indicators**, based on a preliminary analysis of EU NIS market. These indicators aim to understand EU NIS market and to follow its evolution. The indicators should provide first, an overall view at **EU level** and second, a view at **national level** or better, when clustering of countries is meaningful, at **cluster level**.
- The Contractor in charge of the study should **collect data and information** on the EU NIS market to provide sample values of the indicators. The indicators are expected to be regularly measured in the future to track the evolution of the market (this follow-up is not part of the study).
- The study should model the EU NIS market; in other words, the study should **describe and analyse its structure, dynamic and content** both from the **supply and demand** sides.
- The study should **analyse the degree of EU NIS market fragmentation and other potential elements which might hinder its development**. The particular role of SMEs³ in EU NIS market should be analysed. The study should **assess** the drawbacks of fragmentation and its possible advantages⁴.
- The study should **formulate recommendations** to improve, at EU level, the functioning of the market.
- In particular, the study should suggest the terms for a **strategic partnership** that would allow improving the EU NIS market and that would allow the collection and maintenance of accurate information and statistics on the market on a durable basis.

The study should analyse the role of the actors of the market, the available offer and it should characterise the usage of ICT products and services. A minimal non limitative list of issues to be addressed follows hereafter. Tenderers may propose additional issues to be addressed, additional questions to be answered and may group them in the most suitable way.

³ SMEs: micro, small & medium size enterprises.

⁴ An example of an advantage of fragmentation is the avoidance of "monocultures"; eg. if all computers would use the same anti-virus software, a flaw in this software would potentially affect all computers.

- **Statistics on EU NIS market**

- The study will discuss and define a set of indicators to monitor the features of the EU NIS market and its evolution. The set will cover the market actors, the offer and the demand (including indicators on the market maturity and its growth potential).
- The Contractor in charge of the study will collect the data and information required by the indicators and will present the values of the indicators.

Estimates should be provided and structured according to the taxonomies defined below. Estimates of the NIS market bulk in absolute value should be provided as well as estimates with respect to the turnover of the suppliers and with respect to the buyers spending on ICT.

The pertinence of the data and information proposed for collection by the Tenderers will be assessed during the evaluation of their tender.

- **Characteristics / profiles of the actors** of the EU ICT market.

The different types of actors should be described according to a **taxonomy**. Tenderers should outline in their tender, the taxonomy they propose.

The taxonomy for the supply side should encompass the whole spectrum of actors as for example producers of NIS hardware and software products, services and consulting (differentiating between companies for which NIS is the core business from suppliers where NIS is only a part of their business); manufacturers of products/services embedding important NIS components but where NIS is not the main focus (eg. computers embedding a cryptographic chip); retailers; operators of NIS services and processes;

The taxonomy for the demand side should encompass users for which NIS is an critical component for the proper functioning of their business (eg. payment industry); users for which NIS is an ancillary feature for their business.

The description of the types of actors should answer questions such as those indicatively listed hereafter. What are the roles of the actors of the NIS market? What are their features? How do they function? How do they interact together? What problems do they face? Do users perceive security as an overhead or an advantage? What is the percentage of user ICT spending dedicated to NIS?

The typical geographical perimeter of the market of suppliers should be characterised (i.e. are suppliers mainly active at EU, regional/neighbouring countries, or national level?). The typical geographical origins of the NIS purchases of users should be characterised.

A typology of the control of the capital of suppliers should be provided (financial control, nationality of owners, etc.).

Finally, a list of the most important EU NIS suppliers should complement the study.

- **Characteristics of the offer of products and services** available on the EU market
 - The study should provide a **taxonomy of the offer** of NIS solutions (type of products, type of services, most common countries of origin, etc.). An outline of a proposed taxonomy should be provided in the tenders (including its proposed level of detail).

The structure of the offer should be characterised. Among others, the study should analyse if the offer is organised rather by application domains ("demand-centric") or by solutions ("offer-centric"); if the offer is homogeneous at EU Level or if there are significant differences between Member States (or clusters of Member States) and, if yes, for what reasons.
 - The study should deliver a **taxonomy of the purchases** of NIS products and services (type of products, types of services, most common countries of origin, etc.). An outline of the taxonomy should be provided in the Tender (including its proposed level of detail).

The study should investigate if the demand is homogeneous at EU level or if there are significant differences between Member States (or clusters of Member States) and if yes, for what reasons. The study should characterise the growth potential of the demand.
 - The study should examine how well the **offer matches the demand** and how fast they mutually adjust.

- **Analysis of EU NIS market**
 - The study should assess if the **fragmentation** is evitable, the impact of fragmentation, if there are positive sides of fragmentation (eg. diversity versus monoculture) and if yes, if there is an optimal level of fragmentation.
 - The study should formulate **recommendations** for market improvements, including suggestions on the set up of a strategic partnership by the stakeholders.
 - The study should question the **impact** on the market **of specific topics** such as those indicatively listed hereafter: risk management approach adopted by EU stakeholders, financial liability and legal liability for solutions and services, security of certification of products, systems and services, qualification and certification of staff; quality and accessibility to information on NIS solutions, security staff qualifications; free/open source software.
 - The study should appraise the **impact** on the market dynamics **of indirect actors** such as those indicatively listed hereafter: professional associations, risk insurers, standardisation and certification organisations, military suppliers and purchasers, higher education and vocational training organisations, etc.

- **Scope of the study**

The study should not be a comprehensive catalogue of the available security solutions and suppliers. The study should neither be an "introduction" to NIS describing all

types of threats. The study should not be a survey on awareness and trust of the private sector in NIS.

The study should address the technical, economic, legal and social aspects of the NIS market:

- The study should provide a comprehensive analysis of the technical issues and challenges relating to supply, operation and usage of products, services and processes.
- The study should review the existing and emerging business models on the supply side and the economic concerns of the demand side. The study should take into account security economic models which underpin the usage and development of NIS solutions.
- The study should identify legal stimuli, obstacles or uncertainties, at EU or national level, which may positively or negatively impact the development of the EU NIS market (eg. Basel 2, SEPA, data protection laws, legal requirements for certification against the "Common Criteria" ISO 15408, etc.).
- Finally, the impact of social considerations on the market should be addressed such as the impact of privacy protection requirements or the impact of the feeling of confidence in ICT the users may have or not.

Methodology

Tenderers should describe the methodology they propose to use.

Tenderers are free to propose the organisation they consider the most suitable to carry the work.

Nevertheless, Tenderers should include in their methodology a **validation mechanism** to be used throughout the execution of the contract, by which they would ensure the correctness of their findings, conclusions and statistics. This mechanism may also include as appropriate the involvement and discussion with groups/representatives of stakeholders or professional bodies to be duly profiled by the tenderers.

Tenderers should foresee a **public workshop** (see description in section 4.2 below).

The study should have a **non restrictive understanding of NIS**. In other words, it should cover hardware, software, processes and services related to fixed and mobile ICT infrastructures (including wireless connexions such as WiFi, Radio-Frequency Identification (RFID) and data protection). On the other hand, physical security is out of the scope of the study. Tenderers are invited to confirm in their tender, the extent of their coverage.

When considering private sector actors, the study should distinguish **SMEs** (micro, small & medium size enterprises) from **large companies**. The Contractor should use

the thresholds defining SMEs that are given by the European Commission Recommendation of 6 May 2003⁵.

Geographical coverage:

First, the study should provide an overall view of the NIS market at EU level. Second, the study should provide a view at the level of individual Member States or better, when several Member States share similar features, the study should provide a consolidated view at the level of clusters of Member States.

Tenderers should indicate which Member States they intend to cover; they should indicate where groupings make sense. In order to save study resources, there is thus no obligation to collect data and information in all the 27 EU Member States provided it is not detrimental to the quality of the study. Tenderers should demonstrate how their **extrapolations** will be meaningful to cover and understand the situation at the whole EU level as well at the level of Member States or clusters of Member States.

Although the study focuses on EU, the international aspects should not be neglected because many NIS products and services are offered by non EU organisations, several third country companies have subsidiaries established in the EU and the international demand influences the offer of EU suppliers. Therefore, for each of the addressed issues, the study should compare the EU market to three other significant NIS markets representative of different key economic areas in the world. In order to avoid spending too many study resources on non EU markets, the comparisons should not go deeper than what is appropriate for the purpose of the study.

Perspective

For each of the addressed issue, the study should provide some historical view going sufficiently back in time to gain enough perspective for pertinent conclusions (eg. five years); the current status and the trends for the next five years (or more if meaningful).

Collection of data and information and their presentation

When an actor is not active only on NIS, the reported information and data on its account should distinguish its activities related to NIS from its other activities.

The euro is the reference currency for all financial estimates of the study. When applicable, values should also be given in the original currency with their conversion in euro.

Tenderers should qualify the expectable accuracy of the statistics they intend to gather (error margins).

The Contractor should provide statistics sufficient to have a good understanding of the situation but there is no need (no financial resources) for comprehensive

⁵ Reference: Recommendation 2003/361/EC, Official Journal L 124 of 20.5.2003, p. 36, see also http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/index_en.htm.

statistics. Thus the data collection exercise is rather close to what could be qualified as a sampling.

3. DURATION

Duration of the execution of the tasks shall be **twelve (12) months** and subject to the provisions of Art. I.2.3 of the contract.

4. DELIVERABLES, MEETINGS AND TIME TABLE

4.1 Deliverables

No confusion should be made between STUDY REPORT and TECHNICAL REPORT as defined in the contract, the purpose of the latter being to describe the management and performance of the Contract.

All the work, reports and complementary documentation must be delivered in English. Electronic files should be handed over on CD or DVD; files should be provided in multiple (portable and/or editable) file formats. The exact amounts of paper copies to be delivered may be adjusted by the Commission during the execution of the tasks but they will not exceed the figures given hereafter.

The Contractors shall present the following deliverables:

1. Inception report
2. Interim study report
3. Draft final study report
4. Final study report
5. Minutes of the public workshop
6. Three interim technical reports and one final technical report
7. Minutes of management meetings

1. Inception Report.

The inception report will cover all sections of the study. This report will contain a detailed planning of activities, including the process of stakeholders' consultation and gathering of information, and the management. It will also contain the tables of content of the Technical Report and Study Report.

The inception report will be presented, discussed and agreed in Brussels during the *2d Management Meeting* with the Commission's services no later than **one month** after the beginning of the execution of the tasks indicated in article 1.2.3 of the contract. The inception report shall be made available to the Commission **5 working days** before the meeting.

The deliverable must be provided according to the following conditions:

- 4 paper copies of the report, bound together; as well as 1 unbound copy.
- 1 sets of all documentation in electronic form on CD/DVD.

2. Interim Study Report.

The interim study report will cover all items described in chapter 2 "Objectives of the Study". This report will be a preliminary version of the draft final study report. It will include the pertinent and relevant **indicators** that have been defined by the contractor to understand EU NIS market and to follow its evolution. It will also include **the data selection which permitted to calculate them.**

The interim report will be presented, discussed and agreed in Brussels during the *3d Management Meeting* with the Commission no later than **six months** after the beginning of the execution of the tasks. The report shall be made available to the Commission **10 working days** before the meeting.

The deliverable must be provided according to the following conditions:

- 4 paper copies of the report, bound together; as well as 1 unbound copy.
- 4 paper copies of any supporting presentations and material.
- 1 sets of all documentation in electronic form on CD/DVD.

3. Draft Final Study Report

The draft final report will include the following sections:

- Executive summary; i.e. 2 pages summarising the main findings of the report.
- Body of the text addressing each of the points described in chapter 2 "Objectives of the Study" (approach, data gathering, analysis, recommendations, conclusions, etc.).

The draft final report will be presented, discussed and agreed, as needed, in Brussels during the *4th Management Meeting* with the Commission's services **nine months** after the beginning of the execution of the tasks; the report shall be made available to the Commission **10 working days** before the meeting. The draft final report will be presented during a *public workshop* in Brussels (see section 4.2 hereafter).

For the 4th Management Meeting, the deliverable must be provided according to the following conditions.

- 4 paper copies of the Report, bound together; as well as 1 unbound copy.
- 4 paper copies of any supporting presentations and material.
- 1 sets of all documentation in electronic form on CD/DVD.

After its approval, the approved deliverable must be provided according to the following conditions, for distribution at the public workshop. The report layout should be clear, appealing and professional.

- 100 paper colour copies on the report executive summary.
- 100 paper copies of the full report, bound together; as well as 1 unbound copy.
- 100 paper copies of any supporting presentations and material.
- 2 sets of all documentation in electronic form on CD/DVD.

4. Final Study Report

The Final Study Report shall be completed and provided to the Commission within **twelve months** after the beginning of the execution of the tasks.

The deliverable must be provided according to the following conditions:

- 50 paper copies on the report executive summary.
- 30 paper copies of the full report, bound together; as well as 1 unbound copy.
- 5 paper copies of any supporting presentations and material.
- 5 sets of all documentation in electronic form on CD/DVD.
- The report must also be provided in a **web-friendly** format to be used subsequently for posting on the European Commission web site.

5. Minutes of the public workshop.

The Minutes of the public workshop will summarise the main issues raised during the workshop (to be also reflected by the Final Study Report). It shall be completed and provided to the Commission's services within **one week** after the workshop.

The deliverable must be provided according to the following conditions:

- 4 paper copies,
- 1 set of documentation in electronic form on CD/DVD.

6. Interim Technical Reports and Final Technical Report

The Interim Technical Reports will report on all aspects of the progress of the study for management purposes. They will include the contacts taken with stakeholders since the previous report. They will summarise the progress of the study from a content point of view. They will report any problems or messages the Contractor deems necessary to formally pass to the Commission. They will include timesheets.

The **First** Interim Technical Report is due **three months** after the beginning of the execution of the tasks.

The **Second** Interim Technical Report is due **six months** after the beginning of the execution of the tasks. The report will also include any required supporting information in view of the interim payment as specified in article I.4 of the

contract. It will be made available to the Commission **10 working days** before *3d Management Meeting*.

The **Third** one is due on the **ninth month**. The third interim report will include the list of representatives of the stakeholders to be invited to the public workshop. It will be made available to the Commission **10 working days** before *4th Management Meeting*.

The **Final** Technical Report will compile the management information for the whole duration of the study and will be delivered **twelve months** after the beginning of the execution of the tasks.

The technical reports must be provided according to the following conditions:

- 4 paper copies
- 1 set of all documentation in electronic form on CD/DVD.

7. Minutes of the Management Meetings.

Minutes of the Management Meetings will be drafted by the Contractor and forwarded electronically to the Commission within **one week** after each management meeting. Minutes may be edited by the Commission. Finalised minutes will be annexed to the next due interim or final technical report.

4.2 Meetings

Four "Management Meetings" will be organised by the Commission at the Commission's premises in **Brussels**.

First Management Meeting (Kick-off Meeting)

A first (kick-off) meeting will be organised at the beginning of the execution of the tasks indicated in article I.2.3 of the contract, i.e. during the first week of the month after the entry into force of the Contract.

Second Management Meeting

A second meeting during which the Contractor will present the **inception report** shall be held **one month** after the beginning of the execution of the tasks.

Third Management Meeting

A third meeting during which the Contractor will present the **interim study report** will be held **six months** after the beginning of the execution of the tasks.

Fourth Management Meeting

A third meeting during which the Contractor will present the **draft final report** will be held **nine months** after the beginning of the execution of the tasks.

Public Workshop

The Contractor will organise, as part of the tasks foreseen in the total costs of the study, a one-day workshop in Brussels, where the Contractor will present the draft final results of the study on the basis of the **draft final study report**. An estimate of the organisation costs of the workshop should be indicated and **not exceed 15 % of the total cost**.

The public workshop will gather up to **100 stakeholders** (in addition to the representatives of the Contractor and the Commission). The Commission may request the Contractor to prepare and send the invitations. The list of guests will be discussed and agreed with the Commission.

At this workshop, representatives of stakeholders will have the opportunity to express their views on the findings of the study. The Contractor will collect feedback from participants and report them in the deliverable entitled "Minutes of the Public Workshop" which shall be available within 15 days following the event.. The ultimate goal of this workshop is to initiate the strategic partnership mentioned in Chapter 1 above.

The workshop will take place after the acceptance of the draft final study report (in principle, the workshop should thus take place **eleven months** after the beginning of the execution of the tasks).

The Contractor will organise the workshop as part of the tasks foreseen in the total costs of the study (ex. the Contractor will provide the room(s), badges, presentation equipment, sandwich lunch and refreshments for the workshop). The Attendance to the workshop will be free of charge; the invited guests will attend the workshop at their own costs.

Additional meetings may be called on request of the Commission or the Contractor. Moreover regular e-mail contacts between the Commission and the Contractor are envisaged to facilitate co-operation and to provide guidance. Nevertheless, **e-mail exchanges will only have an information value and by no means any contractual value.**

4.3 Timetable

Deliverables ↓	Meetings ↓	Month (after beginning of execution of the task)												
		0	1	2	3	4	5	6	7	8	9	10	11	12
	1st Management meeting (Kick-off meeting)		M											
Inception report			R											
	2d management meeting		M											
1st interim technical report				r										
2dr interim technical report						r								
Interim study report							R							
	3d Management Meeting						M							
3d interim technical report										r				
Draft final study report										R				
	4th Management Meeting									M				
Public workshop	Public workshop												M	
Minutes of workshop														R
Final study report														R
Final technical report														r

M: meeting, R: study report or minutes, r: technical report

5. TERMS OF APPROVAL OF REPORTS AND OTHER DOCUMENTS

This section does not apply to the Technical Reports for which the terms of approval are indicated in articles I.4 and II.4 of the contract.

After reception of each deliverable, 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 deliverable shall be deemed to have been approved.

Where the Commission requests the re-submission of a deliverable because the one previously submitted has been rejected, this shall be submitted within **30 calendar days**. The new deliverable shall likewise be subject to the above provisions.

PART 2: ADMINISTRATIVE DETAILS

1. ELIGIBILITY REQUIREMENTS

All **requirements** related to the **submission of a tender**, as below listed, are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender):

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

2. ADMINISTRATIVE REQUIREMENTS

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

2.1 Different ways to submit an offer

Please pay particular attention to options 1 to 4 below, which describe the different ways of submitting an offer and make sure that ALL documents and proof required with regard to YOUR offer are submitted.

Option 1: Submission by **one Tenderer: Private / Public entities / Individual.**

Option 2: Submission by **partners** as defined under section 2.2 below.
One must be designated as **Lead 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 Contractor) with subcontractors as defined under section 2.2 below.

2.2 Joint Offers and Subcontracting

Joint offers

A joint offer is given where an offer is submitted by a group of Tenderers. Tenderers of the group will be regarded as **partners**.

Tenderers of the group, if awarded the contract, will have an equal standing towards the contracting authority in executing the contract.

The partnership may take the form of:

- a *new legal entity*. In that case, the new entity shall contract with the Commission

or

- a *power of attorney signed by authorised representatives of all partners* designating one of the partners as Lead Contractor. (Annex 5 – Power of attorney). The Lead Contractor of the partnership (if awarded the contract) shall sign the contract with the Commission.

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 as a whole**.

Subcontracting

Subcontracting is given 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 offer, 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 Tenderer(s) only:

- **Annex 1:** Administrative identification form (filled in and signed by an authorised representative).

- **Annex 2:** 'Legal entity' form (filled in and signed by an authorised representative) supported by **relevant evidences** according to the entity concerned (i.e. private/public/individual).

Standard forms in each EU language are available at:

http://europa.eu.int/comm/budget/execution/legal_entities_fr.htm

- **Annex 3:** Bank identification form (filled in and signed by an authorised representative of the Tenderer and his banker).

Standard forms in each EU language are available at:

http://europa.eu.int/comm/budget/execution/ftiers_fr.htm

- **Annex 4:** Exclusion criteria and **non conflict of interest form** (filled in and signed by an authorised representative).
- **Legible copy of the statutes of the company for public/private entities.**
- **Legible copy of the notice of appointment of the person authorised to represent the Tenderer in dealing with third parties.**

Options 2 and 4 – ADDITIONAL documents to be provided by all partners

- **Annex 5:** Power of attorney (filled in and signed by an authorised representative).

Options 3 and 4: documents to be provided by Subcontractors

- **Annex 1:** as described above.
- **Annex 4:** Exclusion criteria and **non conflict of interest form** (filled in and signed by an authorised representative).
- **Annex 6:** Letter of intent from each subcontractor (signed by an authorised representative) to confirm their willingness, availability and capacity to perform the assigned tasks.

3. SIGNATURE OF THE TENDER

Tenders must be signed by the Tenderer's authorised representative or representatives (preferably in blue ink)

4. OFFER PRESENTATION

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

All **requirements** related to the **submission of a tender**, as below listed, are detailed in the invitation to tender:

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

Please note that the absence of the information required in this section, as well as evidence or documents requested in the tender documents (invitation, tender

4.2 Technical Section

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

Attention is also drawn to the award criteria, which define those parts of the technical offer to which the Tenderers should pay particular attention. The technical offer should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must include in their bids the technical specifications set out in Part 1 above, giving an answer to each of the points mentioned with regard to methodology, deadlines and organisation.

It must meet the technical specifications set out above and provide, as a minimum, all the information needed for the purpose of awarding the contract.

4.3 Financial Section

The price offer shall fulfil all below requirements:

- A **total** fixed price expressed in **euro** must be included in the tender.
- The contract prices shall **be firm and not subject to revision**.
- Prices should be quoted **free of all duties, taxes and other charges**, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.
- The price of the contract shall be subject to the terms set in Article I.3 of the model contract attached.
- The type of costs included in the price offer must fall within the scope of these Tender specifications
- The price **must be** broken down (showing clearly unit prices and quantities) into the following categories⁶:
 - (a) Professional fees: must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) below. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total number of days each member of staff will contribute to the work should be provided.
 - (b) Travel and Subsistence Costs: In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence costs shall be reimbursed in accordance with Article II.7, "Reimbursement", of the contract. **The amount specified in the tender shall be the maximum reimbursable amount.**
 - (c) Other Costs (if applicable): break down by category. Costs incurred for the organisation of the workshop must be indicated here and not exceed 15 % of the total cost.

⁶ Where several service providers (including subcontractors) are involved, clear **subdivision by service providers must be provided**.

- The part that the Tenderer intends to subcontract shall be precisely indicated and detailed.
- The maximum budget available for this contract shall be **EUR 500.000** (five hundred thousand euros). Offers presenting a higher total price shall be excluded from this tendering procedure.

5. EVALUATION OF TENDERS

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

Once the Commission has verified that the Tenderer is not in one of the situations covered by the exclusion criteria (first step, see point 5.1 below) and that he has the appropriate capacity to perform the contract on the grounds of the selection criteria (second step, see point 5.2 below), it will assess the offer on the basis of the award criteria (third step, see point 5.3 below).

5.1 Exclusion Criteria / Grounds for exclusion of Tenderers

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:

- 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;
- they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- 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;
- they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- 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 contract 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 (see **Annex 4**), duly signed and dated, stating that they are not in one of the situations referred to in Article 93 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, 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 a 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 recently issued 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 recent certificate issued by the competent authority of the State concerned.
- 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 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 in 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, tenderers confirm that they have been notified of the following points:

Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

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

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

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

3. The penalties referred to in paragraph **2** shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:

- (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Community budget for a maximum period of ten years; and/or
- (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.

4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:

- (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
- (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);

(c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);

(d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

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

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

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

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

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

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

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

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

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

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

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a, paragraphs 5 – 8 of the Regulation laying down the rules for the implementation of the Financial Regulation.

5.2 Selection criteria

The criteria described below (under points 5.2.1., 5.2.2. and 5.2.3.) will be used to select the Tenderers.

If the tender is submitted by partners (as defined under section 2.2 above) these criteria must be fulfilled by each partner, except when one of these criteria explicitly refers to the consortium as a whole.

Documentary evidence of the Tenderers' claims in respect of the below-mentioned criteria is required. The tender should also contain any other document that the Tenderer(s) wish(es) to include by way of clarification.

5.2.1. Professional Information

- The Tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment.

5.2.2. Financial and Economic capacity

- The total turnover of the Tenderer (i.e. the whole consortium, if applicable) must exceed **EUR 1.500.000 per year** for the previous three financial years.

Proofs of financial and economic standing may be furnished by one or more of the following references:

- annual accounts, balance sheet or extracts there from where publication of the balance sheet is required under company law in the country of establishment;

- statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years;

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

5.2.3 Technical Background

All service providers must provide evidence of the relevant technical background of the Tenderer to cover the following aspects:

- 1. Relevant expertise** of the Tenderer and other applicants, including subcontractors if any, **in the last 5 years, in ICT in general and in network and information security in particular.**
- 2. Technical knowledge and proven significant experience in ICT market analysis.**
- 3. Proven capability to access and collect ICT market information and data in the EU Member States proposed by the Tenderer (as defined under Methodology , Part I, section 2), .**
- 4. Experience and credibility of proposed team:** concise but informative curricula vitae of all professional team members, showing relevant experience in the specific domain of this study, must be included with the tender.
- 5. Management capability**

Documentary evidence of the Tenderers' claims in respect of the above-mentioned criteria is required, for example by way of lists of studies, research projects, previous projects and contracts, etc.

5.3 Award criteria

5.3.1 Technical criteria

The tenders will be evaluated following the three award criteria outlined below producing a total score out of 100%.

(a) Understanding of the task required in relation to the tender:	Max 15%
<ul style="list-style-type: none">• Understanding of the context.• Credibility, control and understanding of the work to be carried out (see part 1, chapter 2 “Objectives of the study”). Tenderers should explain and detail to what extent they intend to achieve the objectives. <p><i>(All the above sub-criteria are of equal relative importance)</i></p>	
(b) Technical content of the tender:	Max 60%
<ul style="list-style-type: none">• Sub-criterion 1: technical approach: quality of the technical approach; clarity, credibility, expectable quality of proposed deliverables; degree to which all relevant issues are covered; amount of issues addressed; depth of the analyses, pertinence of the issues addressed, pertinence of the proposed set of indicators, added value of the technical offer.• Sub-criterion 2: Methodology: quality and completeness of the methodology to cover the full scope of the task; quality and feasibility of the technical content of the tender; potential to fulfil the objectives of the study; pertinence of the proposed structure of the study report.• Sub-criterion 3: Collection of data and information:<ul style="list-style-type: none">• Pertinence of the proposed taxonomy for the supply and demand sides of the EU ICT market• Methodology to collect and analyse information and data; soundness and appropriateness of the proposed analysis tools and data gathering techniques; expectable quality of the information and data.• Geographical coverage of EU and non EU countries covered by the study taking into account the credibility of the capability to actually cover them; credibility of the extrapolation of information and data to provide faithful analyses at EU level and at the level of individual Members States and/or regions. <p><i>(All the above sub-criteria are of equal relative importance)</i></p>	
(c) Management	Max 25%
<ul style="list-style-type: none">• Balanced and consistent method of work and team management.• Quality of work plan and organisation of the work. Realistic time scale.• Appropriate allocation of human and budgetary resources. <p><i>(All the above sub-criteria are of equal relative importance)</i></p>	
Total	Max 100%

Minimum attainment per criterion:

Offers scoring **less than 50% for any criterion** will be deemed to be of insufficient quality and eliminated from further consideration.

Minimum attainment overall:

Offers scoring **less than 60%** after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

5.3.2 Price

Price offers must comply with all requirements set under Part II – 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 awarding criteria listed in section 5.3. **The qualitative score obtained for the technical 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 (if any to be selected by the unit) or payments of balances to the Contractor in accordance with the terms of the contract.]

8. VALIDITY OF THE OFFER

Period of validity of the tender shall be **9 months** from the closing date given above.

9. ADDITIONAL PROVISIONS

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

10. LIQUIDATED DAMAGES

See article II.16 of the model contract.

11. NO OBLIGATION TO AWARD THE CONTRACT

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

12. RESULTS

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

13. DISCLAIMER

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

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

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>Identification of the Tenderer</u> <i>(to be completed by the Tenderer)</i>	
<u>IDENTITY</u>	
Name of Tenderer	.....
Legal form of Tenderer	.....
Date of registration	.....
Country of registration	.....
Registration number	.....
VAT number	.....
<u>ADDRESS</u>	
Address of Registered Office of the Tenderer	..........
When appropriate, administrative address of Tenderer for the purposes of this invitation to tender	..........
<u>CONTACT PERSON</u>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager)	
Telephone number	
Fax number	
e-mail address	
Internet address	
Other	
<u>NAMES OF LEGAL REPRESENTATIVES</u>	
And of other representatives of the Tenderer who are authorised to sign contracts with third parties	..........

DECLARATION BY THE AUTHORISED REPRESENTATIVE OF THE ORGANISATION⁷:

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	.....
Position (e.g. Manager)	.....
Telephone number	.....
Fax number	.....
e-mail address	.....
Internet address	.....
Other	.....

Date of signature:

.....

Signature and Name (in capital letters):

.....

⁷ This individual must be included on the list of legal representatives; otherwise the signature on the tender will not be valid.

ANNEX 2: LEGAL ENTITY FORM

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

Standard Documents may be found at:

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

ANNEX 3: BANK IDENTIFICATION FORM

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

Standard Documents may be found at:

http://europa.eu.int/comm/budget/execution/ftiers_fr/htm

ANNEX 4: EXCLUSION CRITERIA AND NON CONFLICT OF INTEREST FORM

EXCLUSION CRITERIA and non conflict of interest FORM

CALL FOR TENDERS FOR A STUDY ENTITLED "SURVEY AND ANALYSIS OF EU ICT SECURITY INDUSTRY AND MARKET FOR PRODUCTS AND SERVICES"

The undersigned:

Name of the company/organisation:

Legal address:

.....

Registration number:

VAT Number:

Name of the signatory of this form (authorised to represent the Tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation)

.....

.....

Declares on his honour that the company or organisation that he represents:

- 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;

- has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

- has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

- has 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 it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

- is not currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation..

In addition, the undersigned declares on his honour:

- that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the Commission without delay of any change in this situation which might occur after the date of submission of the tender;

- that the information provided to the Commission within the context of this invitation to tender is accurate, truthful and complete.

- By signing this form, the undersigned acknowledges that he is aware of the administrative and financial penalties described under 5.1.5 part II of the specifications, which may be applied if one of the situations described in points a) to h) above arises.

Full name

Date

Signature

.....

ANNEX 5: POWER OF ATTORNEY / AGREEMENT BETWEEN PARTNERS

(DESIGNATING ONE OF THE PARTNERS IN A JOINT OFFER AS LEAD CONTRACTOR AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

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

HEREBY AGREE AS FOLLOWS:

(1) The European Commission has awarded « **the Contract** » to Company 1, Company 2, ..., Company N (« **the consortium – if relevant**»), based on the joint offer submitted by them on for the provision of services for ...

(2) As co-signatories of the Contract, all partners:

(a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the partners designate Company X as **Lead Contractor**.

[N.B.: The Lead Contractor has to be one of the partners]

(4) Payments by the European Commission related to the Supplies or the Services shall be made through the Lead Contractor's bank account .*[Provide details on bank, address, account number, etc.]*.

(5) The partners grant to the Lead Contractor all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks:

(a) The Lead Contractor shall sign any contractual documents—including the Contract, and Amendments thereto—

and issue any invoices related to the Services on behalf of the partners.

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(b) The Lead Contractor shall act as single point of contact for the European Commission in connection with the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the partners to the European Commission, and shall see to a proper administration of the Contract. Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the partners towards the European Commission in connection with the Services to be

provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

ANNEX 6: SUBCONTRACTOR / LETTER OF INTENT

Call for tenders for a study entitled "Survey and Analysis of EU ICT Security Industry and Market for Products and Services"

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to *(name of the Tenderer)*

Full name

Date

Signature

.....