

**TENDER SPECIFICATIONS**

**IMPLEMENTATION OF A EUROPEAN COMMISSION OPEN DATA PORTAL**

**SMART 2011/0050**

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# PART 1: TECHNICAL DESCRIPTION

## 1 CONTEXT

### INTRODUCTION

In the last 18 months numerous governments world-wide (and in the European Union in particular) have launched initiatives to make available to the public data produced by their public bodies at national, regional or local level. Many others have announced their intention to do so.<sup>1</sup>

In the European Union the policy context for these activities includes the Public Sector Information Directive<sup>2</sup> and the Commission decision on the reuse of Commission information<sup>3</sup>, which recognise the economic potential of reuse of Public Sector Information (PSI). Member States and European institutions are called to make data freely accessible in open machine-readable formats, for the benefit of entrepreneurship, research, greater efficiency and transparency. In addition, action 3 of the Digital Agenda for Europe Communication<sup>4</sup> reiterates the Commission's commitment to turn public data into business opportunities.

The Vice President of the Commission, Mme Neelie Kroes, has recently announced<sup>5</sup> her commitment to develop a European strategy for the publication and reuse of public sector data from the European institutions and the Member States.

The present tender is intended to be a step in support of that commitment, starting from the data sets which are produced and held by the European Commission itself. This action is intended to provide as final result a production implementation of a Commission data portal, as well as a set of services supporting the operations of this portal. The hosting infrastructure and connectivity for the portal will be provided directly by the Commission.

## 2 OBJECTIVES & METHODOLOGY

**The purpose of this tender is the purchase of services:**

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<sup>1</sup> See <http://bit.ly/open-data-map> for a world-wide overview of these efforts.

<sup>2</sup> The Directive 2003/98/EEC on the reuse of public sector information was adopted in November 2003 and has been fully transposed in all Member States. It provides a minimal harmonisation of rules and procedures across the EU to facilitate cross-border reuse. The Directive establishes, amongst others, framework conditions on availability, accessibility, transparency, non discrimination and avoidance of cross subsidies, addressing several of the main historical barriers for reuse.

<sup>3</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:107:0038:0041:EN:PDF>

<sup>4</sup> [http://ec.europa.eu/information\\_society/newsroom/cf/fiche-dae.cfm?action\\_id=162&pillar\\_id=43&action=Action%203%3A%20Oblige%20public%20bodies%20to%20give%20access%20to%20public%20sector%20information](http://ec.europa.eu/information_society/newsroom/cf/fiche-dae.cfm?action_id=162&pillar_id=43&action=Action%203%3A%20Oblige%20public%20bodies%20to%20give%20access%20to%20public%20sector%20information)

<sup>5</sup> <http://europa.eu/rapid/pressReleasesAction.do?reference=SPEECH/10/752>

- **to develop and administer a web portal to act as single point of access to data sets produced and held by European Commission services (and by extension to data sets produced and held by other European Institutions/bodies and other public bodies);**
- **to assist the Commission with the definition and implementation of a data set publication process;**
- **to assist the Commission with the preparation of data sets for publication via the portal;**
- **to assist the Commission in supporting for engaging the stakeholders' community interested in re-using the published data sets.**

The portal will encourage the adoption by public sector data holders of standards and best practices which ensure that data sets can be used across applications within the EU and internationally.

**In order to understand the nature of the tasks required in this contract, the tenderers are strongly recommended to familiarise themselves with existing government data portals in the European Union and elsewhere.**

## **2.1 THE SPECIFIC OBJECTIVES OF THE SERVICES TO BE PURCHASED ARE:**

### ***2.1.1 Creating a portal***

The contractor, starting from a prototype presently being developed by Commission services, will further develop and launch a secure and robust web portal which members of the public will be able to consult in order to find, download, query and visualize datasets of interest. The public will be able to search the portal to find applications that exploit data on it and be redirected to the appropriate web address for use/download.

The development of the portal by the contractor will take over the prototype portal presently under development by Commission services, based on LAMP stack, DRUPAL and CKAN. The development by the contractor will be based on the practical experience gathered in the operation of the prototype portal, with a view to quickly gain evidence and guidance necessary for engineering a robust system to be operated on a continued basis.

The contractor will develop the portal infrastructure as an open source project whose source code will be published on OSOR (<http://osor.eu>) or another widely known open source repository.

The portal will be part of the European Commission Europa pages (homepage URL: [ec.europa.eu/data](http://ec.europa.eu/data)), and it will be consistent with the Europa visual identity policy.

The contractor will develop, document and test a process that will allow a third party (e.g. future maintainers of the portal) to redeploy the entire portal (both its functionality and its content) in a new suitable environment.

### ***2.1.2 Maintaining and further developing the portal***

Following the launch, the contractor will maintain the portal for the duration of the contract and undertake further developments to enhance its web accessibility and capabilities. These enhancements will be guided by a principled analysis of the portal's usage statistics and user suggestions and requests.

### ***2.1.3 Quality of service, data security and disaster recovery***

The contractor, in collaboration with the Commission services, will develop, document and follow data security and disaster recovery procedures adequate to restore the full functionality and content of the portal in less than 24 hours in case of catastrophic failure.

### ***2.1.4 Opening the portal to applications developed by third parties***

The contractor will define an Application Programming Interface (API) for software clients to interact with the portal (search for data, gather statistics, download data ...) and encourage its use through interaction with developers of third-party applications.

The contractor will publish on the portal adequate documentation and usage examples for the API and develop and publish as open source reference implementations of software clients using said API. Reference implementations should be provided for the latest stable versions of the programming languages Java, Python and Ruby.

### ***2.1.5 Making wide-interest data sets accessible through the portal.***

The contractor will make data sets available through the portal. The purpose is to make it possible for data sets from different Commission services and possibly from other bodies to be consulted and, whenever possible, queried and visualized. The contractor will establish a dialogue with providers and potential providers of data and with policy-makers with the aim of providing access through the portal to datasets. Data sets will be mainly provided by Commission services. A smaller part of datasets might be provided also by other European Institutions/bodies, other public bodies in EU Member States and international organisations. The contractor will assist the Commission with the definition and implementation of a data set publication process, and with the preparation of the data sets for publication via the portal.

### ***2.1.6 Multilingualism***

The underlying technology and the data search interface should allow search/access to datasets in all EU official languages and associated character sets.

The portal homepage should be available in all EU official languages.

The main aspects of the portal's documentation and the whole user interface should be progressively available in as many languages as possible, but allow at least 70% of the population of the European Union to consult and navigate the portal at launch

using the official language of their country<sup>6</sup>. Users should be able to submit queries and generate results in a language different from that of the underlying dataset. This is to be accomplished by using existing official European vocabularies/thesauri and other authoritative knowledge sources.

The tenderer should have targets for the number of languages supported for documentation, user interface and query / results at the launch of the portal and at the end of the contract. The contractor will be responsible for all the necessary translations (e.g. documents, web pages, metadata).

### ***2.1.7 Establishing a lively online dialogue with users of the portal.***

The contractor will assist the Commission in supporting and engaging the stakeholders' community interested in re-using the published data sets.

The contractor will ensure maximum engagement with users of the portal in order to improve it with insights from their collective wisdom. This will require developing a communication and outreach plan, systematically monitoring its effects on the popularity and usage statistics of the portal and adapting it over the lifetime of the portal to sustain and foster user engagement, in particular by advertising the availability of datasets of particular interest to the public and by soliciting and collecting 'crowdsourcing' contributions to improve the quality of the portal. The portal itself should be the main tool for the implementation of the communication plan.

Additional services for end-user support to be set up by the contractor include: blogs, wikis, collaborative tagging modules, discussion forums ("ask the expert"), and mailing lists, including active administration/moderation.

### ***2.1.8 Collection and publication of statistics***

The contractor will collect and publish statistics about the operation of the portal, the availability of data and applications and the way in which they are used. The statistics collected should be directly linked to and drive the communications and development activities of the portal.

## **2.2 METHODOLOGY**

The tender document should set out the approach which the tenderer intends to use to reach the above stated objectives, taking into account the following minimum requirements:

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<sup>6</sup> Please use reference 2010 demographic statistics from Eurostat:

<http://epp.eurostat.ec.europa.eu/tgm/table.do?tab=table&language=en&pcode=tps00001&tableSelection=1&ootnotes=yes&labeling=labels&plugin=1>

### **2.2.1 Architecture**

- The technical configuration of the portal: software, quality of service targets and technical description of data security and disaster recovery.
- The terms of the copyright waiver or licence on the basis of which the tenderer will make available the source code of the software developed to implement the portal (including the client API implementations for third-party applications).

### **2.2.2 Data**

- Outline of the process for enriching the datasets (and improving their searchability) by reference to official EU vocabularies or other authoritative knowledge sources.

### **2.2.3 User Interface**

- A description of the search functionalities which will be provided (including SPARQL querying) with an estimate of their performance parameters.
- A description of the visualization functionalities that will be provided for datasets with an estimate of their performance parameters.
- An outline of the approach to multilingualism of data and user interface (including the ability to query and generate results in a language different from that of the underlying datasets).
- An outline of the approach to ensure that the portal will have a professional, welcoming, distinctive and consistent visual identity and navigation architecture and to ensure that the portal will be accessible by the most commonly used web browsers.

### **2.2.4 Networking and Outreach**

- A description of how the tenderer intends to interact with developers of third-party applications.
- A description of how the tenderer intends to establish a dialogue with providers and potential providers of data and with policy-makers.
- A description of how the tenderer intends to establish a lively online dialogue with the users of the portal and in particular how it will solicit and react to requests and suggestions for additional functionality and content.
- A description of the statistics which will be collected about the operation of the portal, the availability of data and the way in which it is used and how these statistics will be used to drive the improvement of the portal.

## **3 DURATION**

Duration of the tasks must not exceed 38 months and is subject to the provisions of Article I.2.3 of the contract.

## 4 DELIVERABLES, MEETINGS AND TIMETABLE

The main "deliverable" of the project will be the *launch* and *operation* of the data portal itself. The portal will be opened to the public ("launched") by the end of **month 6 (M6)** following the starting date as indicated in Art. I.2.3 of the contract.

The maintenance of the portal will include the correction of defects detected by the contractor or by the users of the portal and the deployment of all useful suggestions from the public that are consistent with the architecture of the portal and can be easily implemented, and will last for the duration of the contract.

The future contractor will have to monitor its use, ensure its continued availability with the performance parameters specified in the methodology, and present the results in the technical reports (see section B below).

### 4.1 Deliverables

In order to ensure a successful launch and maintenance of the portal, the following materials will be submitted as deliverables:

- A.1** periodically updated technical description of the architecture of the portal, including navigation design, visual design and identity, resources and performance assumptions (M2, M12, M24, M35);
- A.2** communication plan to ensure engagement of users and development of applications based on datasets available through the portal (M3);
- A.3** multilingual copy of the main sections of the portal. It should be ensured that the whole user interface is progressively accessible using official languages for at least 70% of the population of the European Union. Content of the copy needs to be agreed with and verified by the Commission (M5, M12, M24, M35);
- A.4** reports on results of at least five tests of data security and disaster recovery procedures (M5, M11, M17, M23, M33);
- A.5** report on results of at least five runs of load testing to support peak access (M5);
- A.6** API documentation (in English) and open source reference implementation of software clients in at least the languages Java, Python and Ruby complete with tests to verify that both the portal and the clients conform to the API (M5);
- A.7** report on performance of multilingual search for data and applications (M5);
- A.8** report on performance of SPARQL end-point on a test set of at least 30 representative queries against RDF data sets. At least 10 queries should demonstrate integration of two or more data sets (M5);
- A.9** report on portal launch including pre-launch communication activities; details of launch (with time-stamped screenshots of the portal); statistics on

access and usage patterns for the first three weeks after launch; details of launch impact (press and web coverage) and early feedback from users. (M7);

- A.10** deployment manual detailing the complete process that would allow a third party to replicate the entire content and functionality of the portal in a new suitable environment, including the actual migration exercise as needed (M18, M35).

In addition, and for administrative and monitoring purposes by the Commission services, the following reports must be provided by the contractor:

**B.1 Inception Report** - This report must contain a detailed planning of activities foreseen in the offer (timetable), including the web site creation, distributed software development methodology and allocation of resources, as well as a clear definition of the internet traffic and other indicators to be used for monitoring the results of the project. The report will also include a description of the data security and disaster recovery procedures and a description of load testing to support peak access to the portal (see 2.1 for requirements) (draft due at M1, final version due at M2 taking into account the outcome of the inception meeting).

**B.2 Periodic Technical Reports** shall be made available to the Commission's services covering the work up to months ten (M10) twenty (M20) and thirty (M30) from the starting date. These will describe the work carried out and the results obtained and measured according to the indicators to be defined in the tender. In addition to reporting on the volume of datasets and applications available on the portal (by monthly increments), the reports should detail in particular which improvements were requested from the public, which were implemented and why the discarded requests were not implemented. They should also identify any outstanding problems or risks for the portal and the contractor's plans for addressing them

**B.3 Final Technical Report** shall be made available to the Commission's services in a draft version 35 months after the starting date as indicated in Art I.2.3 of the Contract (M35), and as a finalised report at M36, taking into account the outcome of the Final meeting. It should contain an executive summary fit for publication including a description of the datasets available on the portal, their distribution by provider and sector, the services supported on said datasets, statistics on the access and usage of the portal and an analysis of its impact in the traditional and web news media.

All reports are to be produced in English and submitted on paper and electronically.

## 4.2 Meetings

Eight working meetings, foreseen in order to properly supervise the contract, will take place at the European Commission premises in Luxembourg. The Commission will propose the agenda for the meetings. The contractor, at the latest two weeks after the meeting, will produce minutes for the Commission's approval.

### Inception meeting

A meeting to discuss the draft inception report will be organised by the Commission's services at the Commission's premises in Luxembourg within 1 month from the starting date as stated in Art I.2.3 of the Contract. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

### Interim (periodic progress) meetings

Interim (periodic progress) meetings to take place in Luxembourg during which the contractor will present the progress of work will be held within 4, 11, 16, 21, 25 and 31 months from the starting date as stated in Art I.2.3 of the Contract.

### Final meeting

A final meeting will be held within 35 months from the starting date as stated in Art I.2.3 of the Contract. It will be organised by the Commission's services at the Commission's premises in Luxembourg. The contractor will have to finalise the final technical report on the basis of the outcome of the final meeting.

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

### 4.3 Timetable

Deliverable ↓	Meeting ↓	Month →											
Year 1													
	Inception meeting		1										
B.1 Draft inception report			1										
Minutes of inception meeting				2									
B.1 Final inception report				2									
A.1.1 Portal architecture description				2									
A.2 Communications plan					3								
	Interim meeting 1					4							
Minutes of interim meeting 1							5						

A.3 Multilingual copy of portal							5					
A.4.1 security-recovery report							5					
A.5 load testing report							5					
A.6 API documentation, testing							5					
A.7 search performance report							5					
A.8 SPARQL performance report							5					
<b>Portal launch</b>								6				
A.9 report portal launch									7			
B.2.1 technical report										10		
	Interim meeting 2										11	
A.4.2 security-recovery report											11	
Minutes of interim meeting 2												12
A.3 Multilingual copy of portal												12
A.1.2 Portal architecture description												12
<b>Year 2</b>												
	Interim meeting 3					16						
Minutes of interim meeting 3							17					





## **PART 2: ADMINISTRATIVE DETAILS**

### **1 ELIGIBILITY REQUIREMENTS**

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

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

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

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

#### **ADMISSIBILITY OF TENDERS**

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

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

### **2 ADMINISTRATIVE REQUIREMENTS**

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

#### **2.1 Different ways to submit a tender**

**Options 1 to 4 below describe the different ways to submit a tender.**  
**Please make sure all required documents and evidences are submitted with your tender.**  
**(Please refer to the checklist in Annex 7)**

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

## **2.2 Joint Tenders and Subcontracting**

### **2.2.1 Joint tenders**

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

The partnership may take the form of:

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

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

### **2.2.2 Subcontracting**

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

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

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

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

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form<sup>7</sup> (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 form<sup>8</sup> (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 form<sup>9</sup> (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.

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<sup>7</sup> A standard template in each EU language is available at [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

<sup>8</sup> A standard template in each EU language is available at [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

<sup>9</sup> A standard template in each EU language is available at [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

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

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

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

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

### **3 SIGNATURE OF THE TENDER**

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

### **4 LAYOUT OF THE TENDER**

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

#### **4.1 Administrative section**

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

## 4.2 Technical section

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

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

## 4.3 Financial section

The price quoted must fulfil the following requirements:

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

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

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

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

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

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

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

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

- Tenders involving more than one legal entity, either as partner or subcontractor (including external experts) must specify the categories above for each legal entity.

- The Commission will reject tenders where no financial offers are proposed.

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

The total price quoted cannot exceed EUR 800 000 (eight hundred thousand euro). Tenders with a higher total price will be rejected.

## **5 EVALUATION OF TENDERS**

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

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

### **5.1 Exclusion Criteria**

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

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

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

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

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

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

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

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

**5.1.4. In addition, for contracts of a value higher than EUR 125000, ONLY the tenderer to whom the contract is to be awarded** shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

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

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

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

#### ***5.1.5. Administrative and financial penalties***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5.2 Selection criteria

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

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

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

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

### 5.2.1 Professional information

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

### 5.2.2 Financial and economic capacity

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

	<p>last 3 financial years, where applicable, as approved by the general assembly of the company, audited and/or published</p> <p><b>and</b></p> <p>Statement of the undertaking's turnover from contracts in respect of the services to which the contract relates for the last 3 financial years.</p>
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If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, **the Commission must at least be notified of the exceptional reason and its justification in the tender.** The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

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

### 5.2.3 *Technical background*

Criterion:	<p>Collective relevant expertise of the tenderer and all involved applicants, including subcontractors if any, acquired in the last 3 years:</p> <ul style="list-style-type: none"> <li>i. in the field of legal, technical and economical issues related to information society services and products, especially the PSI related activities,</li> <li>ii. in the field of large scale management and curation of data sets and, in particular, in the application of semantic web data standards</li> <li>iii. in the field of the web programming and communication techniques (the ability/capability to set up and maintain the web site, recover from catastrophic interruptions of operations and manage appropriately spikes in traffic must be proven);</li> </ul> <p>the future contractor should be aware of and well acquainted with all latest EU developments on the publication of government open data; in addition, they shall have access to a core network of experts working on the respective national initiatives and must demonstrate the capacity to gather information on the necessary level to identify data sets and data applications to populate the portal with.</p>
Documentary evidence:	List of studies, research, previous projects and contracts for all three mentioned fields performed in the past 3 years, or currently being performed, with their respective values and the areas covered.

Criterion:	Experience, technical knowledge and credibility of proposed team, including participation in projects/contracts as listed in the previous
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	criterion (collective relevant expertise)
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience, technical knowledge and credibility of at least 5 years for each member.

Criterion:	Management capability
Documentary evidence:	List of contracts of a value of at least 250 000 euro performed in the last 3 years  Short description of the measures employed to ensure the quality of the services for each of the listed contracts.

### 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</u>	<u>Threshold</u>
<p>1. Understanding of the tasks required</p> <ul style="list-style-type: none"> <li>– 1.1 Credibility, control and understanding of the work to be carried out (listed in part 1, point 2 “Objectives”). The tenderer should explain the way in which they intend to achieve these objectives.</li> <li>– 1.2 Value added in respect of information included in the tender specifications.</li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>	<b>20</b>	<b>10</b>
<p>2. Technical quality of the tender</p> <ul style="list-style-type: none"> <li>– <b>2.1 Operations:</b> <ul style="list-style-type: none"> <li>○ Completeness and full coverage of the scope of the tasks.</li> <li>○ Quality and extent of web accessibility, security, recovery, load-balancing and migration plans for the portal.</li> <li>○ Quality of plan for collecting access statistics and using them to improve functionality and content of the portal.</li> <li>○ Quality of plan for crowdsourcing to the public activities for improving the content of the site, particularly as pertains multilingual access and</li> </ul> </li> </ul>	<b>60</b>	<b>30</b>

<ul style="list-style-type: none"> <li>usability <ul style="list-style-type: none"> <li>o Quality and comprehensiveness of data caching scheme.</li> </ul> </li> <li>- <b>2.2 Integration:</b> <ul style="list-style-type: none"> <li>o Quality and completeness of the plan for endowing high value relevant data sets (geospatial in particular) with usable visualizations</li> <li>o Quality and completeness of the plan for enriching the understanding of datasets by reference to existing European vocabularies/thesauri and other authoritative knowledge sources</li> <li>o Quality and completeness of the plan for integrating high value independently submitted data sets</li> </ul> </li> <li>- <b>2.3 Coverage:</b> <ul style="list-style-type: none"> <li>o Quality of the methodological approach and appropriateness of the proposed data gathering with particular regard for the quality and geographic and thematic coverage of the data sets</li> <li>o Quality of the plan for identifying and advertising as part of a communication plan datasets of particular importance to the public</li> <li>o Language coverage of multilingual copy for the main sections of the portal (navigation, documentation) at launch and by end of contract.</li> <li>o Quality of the approach for collecting and reporting statistics on data and data applications coverage.</li> </ul> </li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>		
<p>3. Management</p> <ul style="list-style-type: none"> <li>- 3.1 Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a workplan or timetable)</li> <li>- 3.2 Sound and realistic allocation of financial and human resources, including allocation of expertise.</li> </ul> <p>(All the sub-criteria above are of equal relative importance)</p>	<b>20</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>	<b>70</b>

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 70 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 and calculated according to the following formula:

$$S_x = \left( \frac{CP}{PT_x} \right) * 30 + \left( \frac{TQS_x}{100} \right) * 70$$

where:

$S_x$  = score for tender  $x$

$CP$  = cheapest price

$PT_x$  = price of tender  $x$

$TQS_x$  = total quality score

## 7 PAYMENT AND STANDARD CONTRACT

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

## 8 VALIDITY OF THE TENDER

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

## 9 ADDITIONAL PROVISIONS

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

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

## **11 NO OBLIGATION TO AWARD THE CONTRACT**

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

## **12 RESULTS**

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

**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)<sup>10</sup></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:

<sup>10</sup> Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under section 2.3

## **ANNEX 2: LEGAL ENTITIES FORM**

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

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

## **ANNEX 3: BANK IDENTIFICATION FORM**

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

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

<p style="text-align: center;"><b>ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</b></p>
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The undersigned [*name of the signatory of this form, to be completed*]:

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

or

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

official name in full:

official legal form:

official address in full:

VAT registration number:

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

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

In addition, the undersigned declares on their honour:

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

- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above<sup>11</sup>.

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

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<sup>11</sup> 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 ATTORNEY**<sup>12</sup>

**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:

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<sup>12</sup> 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**

**IMPLEMENTATION OF A COMMISSION OPEN DATA PORTAL**

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**

**IMPLEMENTATION OF A COMMISSION OPEN DATA PORTAL**

The undersigned:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation<sup>13</sup>.

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:

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<sup>13</sup> Available at [http://ec.europa.eu/budget/documents/financial\\_regulation\\_en.htm](http://ec.europa.eu/budget/documents/financial_regulation_en.htm)

### ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

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

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