

TENDER SPECIFICATIONS

RFID Tags and the Recycling Industry

SMART 2010/0042

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1 CONTEXT

Radio Frequency Identification (RFID) is a technology that allows automatic identification and data capture by using radio frequencies. This technology marks a new development in the Information Society where objects equipped with micro electronics can process data automatically and increasingly become an integral part of every day life in applications such as product lifecycle management, carbon footprint tracking, logistics, healthcare, public transport, the retail trade, in particular for improved product safety, faster product recalls and optimised carbon footprinting, entertainment, work, road toll management, luggage management, and travel documents.

The cost of producing an RFID tag is getting lower every day, simultaneously increasing its commercial attractiveness and reducing the incentive to recycle it.

In June 2009, the Commission adopted a Communication on the "Internet of things – An action plan for Europe"¹ laying down 14 lines of action to be undertaken to make sure that Europe plays a leading role in shaping how the Internet of Things (IoT) works and reaps the associated benefits in terms of economic growth and individual well-being. In particular, due to the important consequences that involve the use of RFID tags and sensors, the line of action 12 refers to waste management: "RFID in recycling lines". This Action announces that the Commission will launch a study to assess the difficulties of recycling tags and the advantages and nuisances that the presence of RFID tags can have on the recycling of objects. This study comes in response to this line of action.

This study shall build upon the one elaborated by the German Federal Environment Agency (UBA): *Impact of RFID tags on waste management*². More specifically, it shall extend it geographically and in scope.

2 OBJECTIVES

The objectives of the study shall be twofold. First, it shall assess the environmental impact of the RFID tags themselves. Second, it shall assess the environmental advantages that the use of RFID can provide to product lifecycle management. It should be noted that the two aspects differ to some extent from each other. While the first one concerns a question that, if proven so, might require immediate action from public authorities, the second one is rather hypothetical, prospective and carries a longer time perspective.

2.1 Nuisance of RFID tags in recycling lines

The first objective of the study shall investigate the environmental impact of the RFID tags themselves, as a non-communicating, inert object, on the recycling processes of other products and materials with a view, if needed, to adjust such processes.

¹ [COM\(2009\) 278 final of 18th June 2009](#).

² [Einfluss von RFID-Tags auf die Abfallentsorgung - Prognose möglicher Auswirkungen eines massenhaften Einsatzes von RFID-Tags im Konsumgüterbereich auf die Umwelt und die Abfallentsorgung \(2009\)](#). Umwelt Bundes Amt.

Despite the fact that long-term research is being conducted into making these tags out of organic and biodegradable material, standards RFID tags contain metals, semiconductors and plastics (copper, silicone, silver, aluminium, etc.). Some more sophisticated tags have built-in batteries and can therefore contain other products such as lithium.

This part of the project is close in scope to the German study mentioned above, however it is stressed that the geographic scope is wider³. Therefore, many of its assumptions need at minima to be re-evaluated (e.g. is the up-take of RFID, and therefore the urgency of acting, faster in other EU countries? Are recycling processes different, causing different types of issues?).

For example, the German study has showed that RFID tags attached to glass could imply a problem for the recycling of the glass itself as the silicone contained in the tag melts at a different rate than the glass and therefore remains with it through the recycling process.

This part of the study should:

- Assess how the WEEE⁴ and RoHS⁵ Directives have been applied with regards to RFID tags, breaking down the question as necessary, but at least into: tags attached to packaging, tags attached to Electrical and Electronic Equipment (EEE) and tags attached to non-EEE.
- Assess if the presence of RFID tags (and the materials they are made of) can create difficulties on the relevant non-EEE recycling lines such as, but not limited to, glass, plastic, aluminium, steel and tinplate.
- Assuming the previous point reveals some difficulties:
 - Determine the current best-in-class solutions to avoid such difficulties (e.g., easily removable tags, use of special glues to facilitate their separation from the objects they are attached to) and do a gap analysis of possible missing technical developments to solve such difficulties.
 - Propose the relevant measures to address such difficulties. This should include, but not be limited to, regulatory measures at European Union level⁶.
- Independently of the objects they are attached to, assess how RFID can be most efficiently reused or recycled, both from a technical and financial point of view.

³ It is understood that all of the EU should be covered by the outcome of the study, but that operational conclusions can be common to several Member States.

⁴ [Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment \(WEEE\).](#)

⁵ [Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment.](#)

⁶ It is understood that advice of such type should be precise, actionable, aware of existing waste management legislation and timed. In other words, recommendations in the form of '*The Commission needs to act*' are unproductive. Instead, provided they are needed, the study is looking for recommendations such as '*To address problem X, the Commission should consider within Y years, to amend annex Z of Directive ZZ to include/exclude this or that material except in applications ABC.*'

2.2 Advantages of using RFID

The second objective of the study shall be to identify the advantages that the use of RFID tags can provide to the recycling processes.

In literature, a product's lifecycle is typically depicted as a number of progressive events that accompany a product from its design, to its production, to its use and eventually, to its disposal and recycling. Earlier studies and research activities conducted by the Commission have demonstrated the potential that RFID tags can provide to the *production* and *use* phases, but limited material exists on the disposal and recycling parts.

At the **disposal stage**, one could imagine different type of uses for RFID tags at the disposal stage:

- Coupled with sensing technology, RFID technology could be used to monitor the filling level of public trash cans, allowing a selective collection on a need-basis rather than on a systematic/pre-scheduled timing.
- RFID technology could as well allow a closer monitoring of the amount of waste produced or the quality of selective trash sorting made by companies or individual households, making it possible to set (positive or negative) incentives to reduce the amount of waste or improving its sorting.

At the **recycling stage**, one could as well imagine different type of uses for RFID tags:

- For objects that are mainly made of a single material or that can be easily disassembled (e.g. bottles, cans, carton boxes, etc), an attached RFID tag could contain information on the nature of the object and the materials it is made of. As RFID tags can be read from a distance, they could be used to single simple objects from the normal bulk waste and hence improve their subsequent recycling.
- For objects that are more sophisticated, that are made of several sub-components of different type of materials (e.g. assembled objects such as electronic devices, electrical appliances, cars), the RFID tag can contain information on the nature of the object such as the sub-parts it is made of, its maintenance history, etc. This information could be re-used to, for example, disassemble the product into sub-assemblies, separating those that actually need to be disposed from those that could be reused. This idea, already explored by the car industry, requires a complex ICT infrastructure to ensure that the proper dismantling information is made available at the point of disposal: the tag needs to be readable, the format understandable, the data accurate, the recycling line of sub-parts established, etc. Additionally, the question of confidentiality of the information such as the bill of materials needs to be addressed.

The cases listed above have barely been deployed so far, if at all. Although some development would certainly be necessary for a full scale deployment, the technical aspects at RFID tag level don't seem to be anymore a major concern. Conversely, other barriers exist (regulatory, lack of business incentive or model, industry cautious of sharing commercial sensitive data, etc), that prevent the uptake of RFID to improve the disposal and recycling processes. This part of the study will therefore need to:

- Define the above cases in detail, possibly adding more or sub-dividing it if necessary. For example:

- The case of the public trash cans could be detailed: how much is it a burden for cities? How much could be saved in terms of useless collection? What investments and benefits could be anticipated?
 - The case of measuring trash quantities and quality could be refined by differentiating the industrial from the private waste or differentiating positive from negative incentives.
 - The definition of 'simple objects' should be further detailed in terms of what they mean (e.g., bottles, cans, carton boxes), what their actual rate of recycling are, what gain could be reached if recycling was more accurate/efficient, etc.
 - The case of 'complex objects' should be equally defined (e.g., TVs, computers, cars): what their dismantling process is? Could they benefit from being smartly dismantled, how many sub-parts could be re-used? etc.
- For each case:
 - Examine the socio-economic and behavioural environment (business and consumer) into which any RFID based disposal process enhancement would be deployed.
 - Identify existing deployments or, if seldom, advanced pilots / case studies, and understand what the driving forces for their deployment were (or could be): were they deployed following a legal requirement? A private initiative?
 - Identify the key information flows, channels and blockages existing pilots and studies have encountered, identified or addressed.
 - The barriers that prevent such deployment: technical, regulatory, financial, organisational, behavioural, social, etc.
 - The potential benefits that could be ripped from such deployments, providing a detailed evolution in time. The benefits should be broken down into: financial, environmental and social (if any) and should be put into perspective with the results obtained in the first part.
 - The total environmental performance of the entire system, taking into account the whole lifecycle of each of its components.
 - Identify alternative but supportive, non RFID, short and medium term measures, processes and their existing technology basis to begin the process of enhanced disposal efficiency within the market (smart phones, bar-codes etc) and trace likely or optimal evolutionary scenarios.
 - Identify business models adjustments or opportunities.

- Identify the implications of the “Internet of Things” on the business cases and justification for deployment of RFID at a product item level for complex objects.

3 DURATION

Duration of the tasks must not exceed 18 months and is subject to the provisions of Article I.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The deliverables listed below must be provided by the contractor:

- **Inception report**, specifying the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the inception meeting (see section 4.2 below). This deliverable shall be made available to the Commission's services within one week after the inception meeting.
- **Draft Interim study report** which will cover all the objectives listed above. This deliverable shall be made available to the Commission's services within 10 months after signature of the contract by the last contracting party.
- **Interim study report**, which will be a revised final version of the interim study report that takes into account the comments received by the Commission. It will be put up for public consultation (see below). This deliverable shall be made available to the Commission's services within 12 months after signature of the contract by the last contracting party.
- **The post-workshop report** (for the first workshop) shall contain the presentations, position papers and preparatory papers; a high quality synthesis of the discussions; and the list of participants. The deliverable should be made available no later than 2 weeks after the workshop.
- **The public consultation report** will be a report summarising in a concise manner the inputs received as part of the public consultation. The raw input received as part of the public consultation should be appended as an annex to the report. This deliverable shall be made available to the Commission's services within 15 months after signature of the contract by the last contracting party.
- **The final study report** will include the final answers to the objectives listed above, taking into account the comments received from the Commission and from the stakeholders during the first workshop and the public consultation. This deliverable shall be made available to the Commission's services within 17 months after signature of the contract by the last contracting party.
- **Quarterly technical reports**; in addition to the deliverables listed above, a quarterly report shall be provided containing:

- Report on the achievements so far, focussing on tangible deliverables and achievements and progress against project plan. Deviations of $\pm 10\%$ on time or resource use require specific explanation and identification of corrective action.
- Capture the outcome of the main elements related to the process of the study.
- On month 9 and 18, the report should as well include a full report of the human and financial resources used (e.g. time-sheets on man/days consumption, travel details, use of consumables, etc).

Report format

All reports must be submitted in English language.

All reports should be consistent in style (headings, margins, citations, bibliography, etc) and contain a short executive summary. The contractor is required to properly apply quotation techniques and particular care will be taken to verify improper re-use of existing material.

All reports will be submitted in 2 paper copies and in electronic format (.doc, .xls, .ppt or equivalents in open formats) to the Project Officer indicated below. Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

The Final Study Report, including an executive summary not exceeding 15 pages, shall be provided in 100 bound paper copies including annexes and in a .pdf format suitable for publication by the Commission's services on Commission websites. In addition, the executive summary shall be translated into French and German and be provided in 100 bound paper copies (for each of the three languages), and in a .pdf format suitable for publication by the Commission's services on Commission websites. A standard slide set with the background, objectives, methodology, and main findings of the study must be provided as well in an electronic format that allows re-editing. Finally, a press release is to be issued by the contractors, promoting the Final Study Report among relevant stakeholders. The press release needs to be submitted for approval by the Commission at the same time as the Final Report.

The Commission services will decide the possible dissemination of the findings and conclusions and any other information produced under this assignment.

4.2 Meetings and workshops

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor's team, as required. Other knowledgeable external experts might be invited to participate by the Commission. The meetings will be chaired by a Commission representative and will take place in Brussels.

The aim of the meetings will be to guide the work of the contractor. In particular, they will allow setting-up the initial orientations, review progress in critical milestones and review the deliverables of the assignment.

Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related

documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

The Commission might call any additional meeting it deems necessary for the working or provision of this Study.

Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within 1 month after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

Quarterly phone meeting

Formal quarterly phone meeting will be organised on month M3, M6, M9 and M15.

Interim meeting

An interim meeting during which the contractor will present the interim findings will be held within 11 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the interim study report on the basis of the outcome of the interim meeting.

Final meeting

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 16 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

The public consultation

A public consultation will be organised to allow external stakeholders to comment and contribute to the study. The public consultation should be organised from the end of Month 12 and last no less than 8 weeks. During this period, the contractor will make the interim report available on a website of his choice and actively seek feedback from an open and representative set of stakeholders on it. The format of the feedback is up to the contractor to specify (free answer, answer to specific questions, etc.). The means is not specified (email, online form, etc) but should allow respondents to detail their answers (not only closed questions). Limitations on the length of the answer can though be put forward by the contractor to allow a swift analysis of the answers.

The workshops

Two workshops will be organized in Month 13 (interim workshop) and Month 18 (final workshop) with a maximum of 100 participants on each occasion, in Brussels, outside of Commission premises. Costs related to the following activities and items must be borne by the contractor and included in the price:

- Setting the workshop agenda in cooperation with the Commission;
- Identifying the participants and speakers in cooperation with the Commission;

- Inviting speakers and participants;
- Any speakers' fee, including the financing of their travel and accommodation;⁷
- Cost of renting the meeting space and all related conferencing equipment;
- Cost of providing catering during the workshop;
- Printing and distributing relevant information material for speakers and participants.

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

Interim Workshop

The interim study report as put up for public consultation will be presented by the contractor during an interim workshop to be held within 13 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main interim findings. The workshop will be held in Brussels and will last 1 day. The workshop will be targeted at presenting the interim report and collecting feedback from participants.

Final Workshop

The final study report as approved by the Commission in accordance with section 5 below will be presented by the contractor during a final workshop to be held within 18 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop will be held in Brussels and will last 1 day.

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

4.3 Timetable

Deliverable ↓	Meeting ↓	Other ↓	Month																	
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Inception report	Inception meeting																			
Technical report	Phone Meeting																			
Technical report	Phone Meeting																			
Technical report	Phone Meeting																			
Draft Interim study report																				

⁷ Note that inviting paid speakers is an element left up to the tenderer to propose; any speaker that the Commission might suggest will not suppose any of such costs.

6 OTHER ELEMENTS

6.1 Project Officer (PO) and Project Team

The Commission shall nominate a Project Officer responsible for ensuring the regular follow-up of the project.

The contractor shall nominate a Project Manager who has the overall responsibility for the completion of the contract. The responsibilities of the Project Manager and the other members of the proposed team shall be provided in the tender. The Commission shall be promptly notified for approval of any change of personnel occurring once the contract has been signed.

6.2 Place of work

The Contractor will perform the tasks at his own premises but is requested to work in direct consultation with the Commission services (DG Information Society). The contractor is required to attend the physical meetings and workshops as listed above.

6.3 Processing of personal data and confidentiality of information

The attention of the contractor is drawn to the fact that the contract will imply the processing of personal data (such as for the organisation of workshops) and the re-use of information received from third parties (such as the one received as part of the public consultation). The contractor should take due precautions to ensure that applicable law is respected, in particular at the moment of re-using such information in deliverables or when disseminating results.

6.4 Privacy, data protection and health impacts related to RFID

The use of RFID technology regularly raises questions related to the privacy, data protection and health impacts that they can have on the individuals who are interacting with it.

These aspects shall not be disregarded when conducting the study. For example, the right to privacy could be identified as an issue/barrier put forward in some scenarios. However, as these issues are treated under other Commission activities, they shall not constitute the core of the study but instead be referred to in the background of the study.

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

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

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

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

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

ADMISSIBILITY OF TENDERS

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

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

2 ADMINISTRATIVE REQUIREMENTS

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

2.1 Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.

Please make sure that all the documents and evidences required are submitted with your tender.

Option 1: Submission by **one tenderer: Private / Public entity / Individual.**

Option 2: Submission by **partners** as defined under section 2.2 below. One must be designated as **lead partner/contractor**.

Option 3: Submission by **one tenderer with subcontractors** as defined under section 2.2 below

Option 4: Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

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

The partnership may take the form of:

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

or

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

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

2.2.2 Subcontracting

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

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

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

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

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁸ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 3: Financial Identification form⁹ (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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form¹⁰ (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

⁸ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

⁹ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/ftiers_en.htm

¹⁰ A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm

form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

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

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

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

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

3 SIGNATURE OF THE TENDER

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

4 LAYOUT OF THE TENDER

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

4.1 Administrative section

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.** The Commission reserves the right, however, to request clarification or additional evidence in relation to the

exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

4.2 Technical section

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

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

4.3 Financial section

The price quoted must fulfil the following requirements:

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

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

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

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

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

(a) Professional fees. The daily 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, 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 600.000 euros. Tenders with a higher total price will be rejected.

The financial section must be submitted in a separate envelope, upon which shall be written the reference of the call for tender as indicated in the invitation, and with the clear mention “Financial section”.
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5 EVALUATION OF TENDERS

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

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

5.1 Exclusion Criteria

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

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

- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

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

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

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

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

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

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

5.1.4. In addition, for contracts of a value higher than EUR 125.000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

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

Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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

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

5.1.5. Administrative and financial penalties

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

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

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

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

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

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

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

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

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

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

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

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

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.

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

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

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

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

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

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

5.2 Selection criteria

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

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

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

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

5.2.1 Professional information

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

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

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

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

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

5.2.3 *Technical background*

Criterion:	Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in one of the fields of ICT or environment impact assessment.
Documentary evidence:	List of contracts in the fields of ICT or environment impact assessment performed in the past three years, or currently being performed, with their respective values

Criterion:	Experience, technical knowledge and credibility of proposed team
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience, including the requisite language skills, in the fields of ICT or environment impact assessment of at least three years. The Europass curriculum vitae template (available at http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp) shall be filled in by each person involved in the execution of the tasks foreseen in the tender. Please make sure the precise contractual link with the tenderer is clearly indicated.

Criterion:	Management capability
Documentary	List of contracts of a value of at least 100.000 euros each, performed by the

evidence:	tenderer(s) (including subcontractor(s), if any) in the last three years. ¹¹ Description of the measures employed to ensure the quality of the services Statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years
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5.3 Award criteria

5.3.1 Technical award criteria

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

Technical award criterion	Maximum score/weighting	Threshold
<p>1. Understanding of the tasks required</p> <ul style="list-style-type: none"> • Understanding of specific and long-term objectives • Value added in respect of information included in the tender specifications • Credibility, control and understanding of the work to be carried out listed in the Technical Description, through further elaboration in the tender. The tenderer should explain the way in which they intend to handle the various requirements described in the technical specification of this call for tenders. • Clarity and overall coherence of the tender. <p>(All the sub-criteria above are of equal relative importance)</p>	40	24
<p>2. Technical quality of the tender</p> <ul style="list-style-type: none"> • Completeness and full coverage of the scope of the tasks • Quality of the methodological approach • Degree of innovation • Value added at the EU level • Methodology to collect and analyse data / Soundness and appropriateness of the proposed analysis tools and data gathering techniques • Quality of proposed deliverables 	40	24

¹¹ If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.

<ul style="list-style-type: none"> • Relevance, quality and completeness of the information proposed to be used, and of the analysis proposed to be undertaken <p>(All the sub-criteria above are of equal relative importance)</p>		
<p>3. Management</p> <ul style="list-style-type: none"> • Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a work plan or timetable) • Sound and realistic allocation of financial and human resources, including allocation of expertise <p>(All the sub-criteria above are of equal relative importance)</p>	20	10
TOTAL	100	60

Minimum score per criterion (threshold):

Tenders scoring less than 60% of the maximum score for the 1st and 2nd technical award criterion or scoring less than 50% of the maximum score for the 3rd technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

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

5.3.2 Price

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

6 AWARD OF THE CONTRACT

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

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.
- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.
- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150.000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

8 VALIDITY OF THE TENDER

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

9 ADDITIONAL PROVISIONS

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

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

11 NO OBLIGATION TO AWARD THE CONTRACT

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

12 RESULTS

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

13 DISCLAIMER

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

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

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)¹²</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:

¹² Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

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

A standard template in each EU language is available at:

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

ANNEX 3: BANK IDENTIFICATION FORM

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

A standard template in each EU language is available at:

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

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

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

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

or

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

official name in full:

official legal form:

official address in full:

VAT registration number:

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

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

In addition, the undersigned declares on their honour:

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

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

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

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

ANNEX 5: POWER OF ATTORNEY¹³

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:

¹³

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

RFID Tags and the Recycling Industry

SMART 2010/0042

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

RFID Tags and the Recycling Industry

SMART 2010/0042

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 Regulation¹⁴.

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:

¹⁴ Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm

CHECKLIST OF DOCUMENTS TO BE SUBMITTED

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

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