



EUROPEAN COMMISSION

Directorate-General for Communications Networks, Content and Technology

Platforms Policy and Enforcement

Digital Markets

European Commission

**Call for tenders CNECT/2023/OP/0047 - EP Pilot Project:
Study of interoperability tools in the Digital Single Market.**

Open procedure

TENDER SPECIFICATIONS

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1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Contracting authority: who is the buyer?

This call for tenders is launched and managed by the European Commission, Directorate General for Communications Networks, Content and Technology, referred to as the *Contracting authority* for the purposes of this call for tenders.

1.2. Subject: what is this call for tenders about?

The subject of this call for tenders is a support study for the implementation of the EP Pilot Project on “*Study of interoperability tools in the Digital Single Market*”.

1.3. Lots: is this call for tenders divided into lots?

This call for tenders is not divided into lots.

1.4. Description: what do we want to buy through this call for tenders?

The purchases that are the subject of this call for tenders, including any minimum requirements, are described in detail below.

Variants (alternatives to the model solution described in the tender specifications) are not allowed. The contracting authority will disregard any variants described in a tender.

1.4.1. Background and objectives

The Digital Markets Act (“DMA”)¹ aims at ensuring contestable and fair markets in the digital sector across the Union by imposing a number of obligations and prohibitions on the so-called gatekeepers. Gatekeepers are those service providers of digital services that constitute an important gateway for business users to reach end users and vice versa. On 6 September 2023 the Commission designated six service providers as gatekeepers—Alphabet, Amazon, Apple, ByteDance, Meta, and Microsoft.²

In this context, Article 7 of the DMA requires gatekeepers offering number-independent interpersonal communication services (“NIICS”)³ listed in their respective designation decisions to provide effective interoperability to other providers, or intended providers, of NIICS that request it, therefore enabling end users of the two NIICS (the gatekeeper’s and the requestor’s) to communicate seamlessly with each other. This is the case of two messaging services, WhatsApp and Messenger, both provided by Meta and that were listed as NIICS core platform services that constitute individual

¹ Regulation (EU) 2022/1925 of the European Parliament and of the Council of 14 September 2022 on contestable and fair markets in the digital sector and amending Directives (EU) 2019/1937 and (EU) 2020/1828 (Digital Markets Act) (Text with EEA relevance), OJ L 265, 12.10.2022, p. 1–66.

² See: https://digital-markets-act.ec.europa.eu/gatekeepers_en

³ NIICS are defined in Article 2(7) of Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (OJ L 321, 17.12.2018, p. 36-214) as “an interpersonal communications service which does not connect with publicly assigned numbering resources, namely, a number or numbers in national or international numbering plans, or which does not enable communication with a number or numbers in national or international numbering plans”.

gateways in Meta’s designation decision.⁴ In the particular case of WhatsApp, Meta has already published a reference offer setting out the conditions of its interoperability solution for WhatsApp.⁵

In addition, Article 53(2) of the DMA envisages that the Commission shall evaluate the DMA by 3 May 2026 and report to the European Parliament, the Council and the European Economic and Social Committee. This evaluation, among other issues, should assess whether the scope of Article 7 of the DMA may be extended to cover online social networking services (“OSNs”) as well. Such evaluation must include an assessment of the potential technical obstacles and solutions for an eventual implementation of an interoperability obligation for OSNs in the future.

Against this background, the subject of the present call for tenders is a Pilot Project on the “*Study of interoperability tools in the Digital Single Market*”. The overall aim of the project is to carry out a support study mapping out technical challenges and solutions for ensuring horizontal interoperability within the sense of Article 7 of the DMA. The scope of the study should therefore cover interoperability for NIICS and for OSNs, with a particular focus on the latter in order to inform forthcoming assessment within the meaning of Article 53 of the DMA.

1.4.2. Detailed characteristics of the purchase

1.4.2.1. Description of Tasks

The study to be carried out within the framework of this Pilot Project aims at mapping out technical issues and potential solutions for ensuring effective horizontal interoperability in the context of the DMA. While the starting point is Article 7 of the DMA in its current form and interoperability for NIICS, in particular experience gained so far during the pre-compliance and post-compliance stage, the study should take a forward-looking approach and focus on possible interoperability for OSNs. In line with Article 53(2) of the DMA, the study should support the Commission in the evaluation of whether the scope of Article 7 of the DMA may be extended to OSNs, including technical issues and potential solutions associated with it.

It is in this context that, at least, the following tasks are requested:⁶

Task 1: Information gathering and technical desk research

This project requires the contractor to conduct technical research on all the practical matters related to interoperability between NIICS under the present legal framework of Article 7 of the DMA (i.e., interoperability with WhatsApp and Messenger); and between OSNs in the theoretical scenario that such an obligation is extended to OSNs in the future. This should include, at least, issues related to messaging security and cryptography, identification of users across services and the use of different protocols by each service, offering end-to-end encrypted interoperability in a multidevice environment, authentication, technical details that relate to the use and collection of personal data and security of the service (e.g., prevention of man-in-the-middle attacks, minimization of metadata, data

⁴ Commission Decision of 5 September 2023 designating Meta as gatekeeper pursuant to Article 3 of Regulation (EU) 2022/1925 of the European Parliament and of the Council on contestable and fair markets in the digital sector, C(2023, 6105 final.

⁵ <https://developers.facebook.com/m/messaging-interoperability/>

⁶ The deliverables related to each task and the relevant meetings, as well as the timetable, are explained in greater detail in the sections below.

leaks), the design of optimal user interfaces that enable interoperability functions, user safety (e.g., control of spam, reporting of abusive behaviour, content moderation, prevention of spread of disinformation), as well as horizontal (e.g., posting from social network (A) on social network (B)) and more vertical aspects (provider (X) moderating content in social network (A)) of interoperability between OSNs.

In this sense, the contractor will submit an inception report developing a detailed and concise plan to conduct such research, presenting the state of the art, and explaining the methodology that will inform the work for this Pilot Project.

Task 2: Engagement with stakeholders and consumers

Under this task, the contractor must engage, throughout the whole duration of the project, with relevant stakeholders that are involved in the topic in various capacities, particularly to map out the technical aspects of interoperability functionalities, as well as with EU consumers.

Thus, the list of addressees with whom the contractor should engage during the project should include, at least, EU consumers or representative consumer associations, and independent experts and the research community working on relevant matters for the purpose of this Pilot Project, ranging from encryption and cryptography to data protection in the context of NIICS and OSNs, among other relevant issues for interoperability.

Stakeholder engagement should take place by various means. The contractor is thus expected to (i) conduct a survey among consumers about the usage of and experience with NIICS and OSNs in the EU in the context of interoperability; (ii) conduct a series of interviews with relevant stakeholders and experts; and (iii) present the final report to stakeholders in a workshop.

The main goal of the survey is to gather information about the current use and trends in NIICS and OSNs by EU consumers, as well as their demand and expectations for interoperability features in the context of the usage of these services. Such survey should therefore facilitate and further inform the technical desk research mentioned in Task 1, which will constitute the basis for the rest of deliverables of the project.

In addition, the contractor will conduct one-to-one interviews with relevant stakeholders to discuss in a greater level of detail different technicalities and specifics of the topics where stakeholders and experts have developed their expertise. The main goal is to understand such technicalities in how interoperability for NIICS in the context of Article 7 of the DMA has been designed to draw lessons and inform the assessment of possible interoperability for OSNs. In preparation of the interviews, the contractor will discuss and agree with the Commission its design, including a draft set of questions and list of interviewees.

The contractor is expected to share with the Commission the results of the survey and the interviews in the format described further below.

Finally, the contractor must organize a workshop where it will present its final report to the relevant community of stakeholders and disseminate its findings. The workshop should take place physically in the Commission premises in Brussels, unless a hybrid format ensures a better participation for experts in terms of logistics. In preparation of the workshop, the contractor is expected to submit, discuss and agree with the Commission a concept paper explaining the organization of the workshop, including a list of potential invitees.

Task 3: Interim report and final report

In addition to the inception report mentioned in Task 1, the contractor is expected to submit an interim report and a final report.

The goal of the interim report is to present the preliminary results of the study and findings at the stage of the submission. A meeting will be scheduled between the contractor and the Commission staff to discuss a draft and give feedback. The meeting will be in person, unless it is not feasible for the parties.

Finally, the contractor will submit a draft final report and it will present it to the Commission staff in a meeting, which will be held in person, unless it is not feasible for the parties. The final version of the report implementing the feedback from the Commission will be submitted by the end of the project and will be presented to the relevant community of stakeholders in the workshop mentioned in Task 2.

1.4.2.2. Methodology

The activities covered by the contract shall be based on a common methodological approach, taking into account the latest technical developments concerning interoperability between NIICS and between OSNs, including based on the actual experience with such interoperability where such experience exists. In particular, the whole project should build on knowledge and outcome of previous studies, reports, and opinions on this topic and the contractor should take a forward-looking approach when proposing solutions and ways forward.

Given the latitude and scope of the research to be performed, it is important that the contractor reaches out to all relevant stakeholders and relies on a different network of experts that have solid background on the various issues related to interoperability including, but not only, security and encryption, users' identification, and protection of personal data and privacy. When conducting the technical desk research, the contractor should take into account all the trends and developments that are relevant to interoperability between NIICSs and between OSNs, including the developments in the context of working groups dealing with standardisation, such as the More Instant Messaging Interoperability (MIMI) working group of the Internet Engineering Task Force (IETF).

The contractor should always guarantee and act according to principles of openness and neutrality when conducting its tasks and no fee should be charged to participants of the activities to be performed under Task 2. The budget for the different activities should be reasonable and well justified and, in the case of the workshop, the cover of expenses of panellists must be justified and subject to the Commission's approval.

The contractor shall participate in meetings with the Commission as described in Section 1.4.3 of this note.

1.4.2.3. Performance and quality requirements

The following list shows the expected results in concise and approximate terms to give a general idea of what will be requested from the contractor:

- The results should inform the Commission on its work related to interoperability for NIICS and OSNs in the context of the DMA, with a particular focus on the technical challenges and solutions that could be applied from learnings and experience with interoperability between

NIICS to interoperability between OSNs, should in the future interoperability obligation under Article 7 also be extended to the latter.

- The work of the contractor should mobilise a large number of stakeholders in all the different activities to ensure that all the topics encompassed by this Pilot Project are duly covered.
- The contractor should be responsible for the proper design and quality of the survey and interviews, as well as for the qualitative moderation during the workshop.

In order to measure the quality of the results, the key indicators include:

- Positive engagement and commitment in participating in meetings with the Commission staff, including the submission of relevant drafts and papers for each meeting within the deadline set, and in implementing comments and feedback into the study in due time.
- Quality of the survey and the interviews, in particular regarding their design in terms of accuracy of questions according to the topic, sample selected and scope, on-time collection of data, and substantive analysis of the quantitative and qualitative data gathered during the survey and the interviews.
- Quality of the workshop, particularly regarding the scope of stakeholders selected, design and structure of the workshop, Number and level of stakeholders engaged (e.g., participation in workshop, contribution to surveys/interviews and data/good practice case collection).
- Quality of the assessment, quantitative and qualitative, included in the two interim reports and the final report.

1.4.2.4. Minimum requirements

For these Tender Specifications, the minimum requirements to be fulfilled are the following:

- The tender should present a proposal for mapping out in detail technical challenges of interoperability between NIICS and between OSNs, particularly with a focus on what can be learned from NIICS that can inform interoperability between OSNs.
- The tender should present a literature review where it explains the state of the art as starting point of the project, which must build on existing work.

1.4.3. Deliverables

1.4.3.1. Timetable

The duration of the project must not exceed the subsequent 12 months following the signature of the contract by both parties. The table below sketches the main steps of the project, without prejudice of arranging additional calls or meetings between the contractor and the Commission to provide feedback or discuss the development of the project.

Title	Type	Due month (at the latest) ⁷	Linked to payment
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⁷ This will allow contractors to execute the tasks under the contract earlier in case they have the capacity and wish to do so. It is up to the Project Officer to decide whether this would make sense for the contract in question or not.

Inception meeting	Meeting	Month 1	No
Inception report & draft survey / plan for interviews	Deliverable & meeting	Month 2	No
Launch of survey EU consumers / interviews with experts	Deliverable	Month 3	No
Periodic call on the state of progress	Meeting	Month 4	No
Submission of survey results and of interviews with experts	Deliverable & meeting	Month 5	No
Meeting on draft Interim Report	Deliverable & meeting	Month 6	No
Interim Report	Deliverable & meeting	Month 7	Yes (interim payment)
Follow-up of interviews with experts	Deliverable	Month 8	No
Periodic call on the state of progress	Meeting	Month 9	No
Submission draft Final Report and concept paper of the workshop	Deliverable & meeting	Month 10	No
Periodic call on the state of progress of Final Report and upcoming workshop	Meeting	Month 11	No
Submission final report and workshop to present it	Deliverable & meeting	Month 12	Yes (final payment)

1.4.3.2. The deliverables listed below must be provided by the contractor:

As presented in the description of tasks in Section 1.4.2.1 and in the table above, the contractor is expected to produce the following deliverables. The corresponding meetings for each deliverable are explained in the next section below.

- **“Inception Report”**: It should specify the methodology, the state of the art, a concise plan for the research, as well as the resources and objectives provided in the tender and in accordance with the indications provided by the Commission during the inception meeting. A draft of the inception report shall be made available to the Commission at least 10 working days before the Inception Meeting. The inception report should be finalised after the Inception Meeting taking into account all observations and comments raised by the Commission at that meeting.

The final version of the Inception Report shall be made available to the Commission's services in Month 2 of the contract.

- **“Draft Survey”** and **“Survey”**: This deliverable comprises submitting a draft of the survey to the Commission and the launch of the survey addressed at EU consumers. In the draft of the survey, which will be submitted together with the Inception Report in Month 2, the contractor should explain, and agree with the Commission, the design of the survey, its scope, questions and the addressees (e.g., which consumer associations would be targeted). The survey should allow for gathering information about the use of NIICS and OSNs in the context of interoperability and interoperable features. The survey should be launched in Month 3 of the contract. The submission of the survey results will be done in Month 5.
- **“Plan for interviews”** and **“Interviews”**: The contractor should submit in Month 2 a concept note with a plan for the interviews to conduct with relevant experts and the community of stakeholders. As noted in Task 2 above, the goal is to gather detailed information about technicalities and specifics of interoperability for NIICS and OSNs, with a particular focus on drawing lessons for interoperability with OSNs. The interviews should start in Month 3 at the latest. The submission of the results of these interviews will be done in Month 5. After delivering the Interim Report to the Commission in Month 7, and in light of the feedback the contractor would have received on said report, in Month 8 the contractor is expected to conduct a follow-up with the experts already interviewed to complete the information needed with a view of preparing the Final Report.
- **“Interim Report”**: It should contain the initial findings of the research conducted by the contractor thus far and it shall be made available to the Commission in Month 7 of the contract. An initial draft of the Interim Report will be shared with the Commission in Month 6. For both submissions, the initial draft and the final version of the Interim Report, there will be a respective meeting between the Commission and the contractor to discuss them. Each document will be shared with the Commission at least 10 working days before each meeting.
- **“Concept Paper of the Workshop”**: Regarding the Workshop described in Task 2 above, the contractor is expected to produce a Concept Paper where it will explain, and agree with the Commission, the design and organization of the Workshop, including the list of participants that will be involved. The Concept Paper will be submitted to the Commission in Month 10, and in any event it will be shared with the Commission at least 10 working days before the meeting to discuss it and agree.
- **“Final Report and Workshop”**: A Final Report concluding the project with all the findings shall be made available to the Commission in Month 12. A draft Final Report should be submitted in Month 10. The Draft Final Report will be shared with the Commission at least 10 working days before the meeting between the contractor and the Commission, where it will be discussed. The Final Report will implement the Commission’s feedback on the draft Final Report, and will be submitted at least 10 working days before the Workshop where it will be presented by the contractor.

The Workshop where the contractor will present the Final Report should cover its main aspects, including the research questions that have driven each chapter or section of the Final report and their findings. For this purpose, the duration of the Workshop, which will take place in Brussels at the Commission’s premises, should not be longer than one full day. The contractor will agree with the Commission on the best way of structuring it regarding the panels and speakers, which in any case should not exceed the number of four panels and fifteen speakers. The costs related to the organization of the Workshop (e.g., travel-costs of speakers) should be covered by the contractor and the financial details should be specified in the relevant documents submitted for this tender.

The deliverables “**Interim Report**” and “**Final Report and Workshop**” are linked to the payments for the project. The interim payment in 2025 to be made will be linked to the submission of the Interim Report (interim payment). The Final Report will be linked to the final payment in 2025. The interim payment and the final payment are subject to the acceptance of the relevant deliverables by the Commission in accordance with Article I.5 of the contract. Such acceptance will be based on the key indicators listed above.

1.4.3.3. Meetings

A schedule of meetings will be agreed with the contractor for the project. Such meetings will be attended by representatives of the European Commission and of the contractor’s team, as required. Other knowledgeable external experts might be invited to participate by the Commission.

The general aim of the meetings will be to guide the work of the contractor. Overall, they will allow setting up the initial orientations, review the progress in critical milestones and review the deliverables of each assignment. The meetings will be chaired by a Commission representative and, when possible, they will take place physically in Brussels. However, such meetings will be organised in hybrid format if necessary.

Within **three working days** following each meeting, the contractor will circulate minutes of the meeting to the Commission services and after approval of the minutes by the Commission services, if applicable also to other 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.

More concretely, as presented in the table above, it is expected that the meetings below will take place. The deliverables associated for each meeting are further explained in the previous subsection.

- “**Inception Meeting**”: It will be organised during Month 1 after signature of the contract. The contractor will share with the Commission a draft of the Inception Report at least 10 working days before the Inception Meeting. The contractor will have to finalise the Inception Report on the basis of the discussion of the Inception Meeting as described above.
- “**Meeting on Inception Report and Draft Survey/Plan for interviews**”: In Month 2 of the contract, a meeting will be held between the Commission and the contractor to discuss the Inception Report and agree on the draft of the survey and plan for interviews as described in the previous section. These documents should be shared with the Commission at least 10 working days before this meeting.
- “**Meeting on the Survey Results and Interviews with Experts**”: The Commission and the contractor will meet in Month 5 to present and discuss the results of the survey as well as of the interviews with experts. The contractor should make its submission at least 10 working days before this meeting.
- “**Meetings on the Interim Report**”: There will be a meeting between the contractor and the Commission in Month 6 to discuss an initial draft of the Interim Report, and another meeting in Month 7 where the contractor will present to the Commission the Interim Report. For both meetings, the contractor will share with the Commission the respective documents at least 10 working days in advance.

- **“Meeting on draft Final Report and Concept Paper of the Workshop”**: A meeting during which the contractor will present the draft Final Report with findings and proposed conclusions will be held in Month 10 between the Commission and the contractor. The contractor will have to finalise the Final Report on the basis of the outcome of this meeting. The contractor will also present the Concept Paper of the Workshop to the Commission in the same meeting in Month 10. The contractor will share with the Commission the respective documents at least 10 working days in advance.
- **“Periodic calls on the state of progress”**: In addition to the meetings that will be organized in relation to the different deliverables described above, a series of periodic calls on the state of progress of the study will take place between the contractor and the Commission as shown in the table above.

1.4.3.4. Terms of approval of reports and deliverables

After reception of each deliverable included in Section 1.4.3.2. above, except for the reports linked to payments, the Commission will have **10 working days** in which to:

- approve it, or
- reject it and request a new submission.

If the Commission does not react within this period, the relevant deliverable shall be deemed approved.

Where the Commission requests to resubmit the deliverable because the one previously submitted has been rejected, this must be done within the time indicated by the Commission for each specific case, which in any case should not be shorter than 10 calendar days nor longer than 20 calendar days. The new submission shall likewise be subject to the above provisions.

For the terms of approval of deliverables linked to payments, please refer to Article I.5 of the contract.

1.4.4. Report format of the deliverables

All reports, presentations and any other deliverable, including the Workshop, must be written and conducted in English.

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

All reports and presentations will be submitted in electronic format only (.doc, .xls, .ppt or equivalents in open formats) and in a .pdf format suitable for publication by the Commission’s services on Commission websites. Exchange of advance copies as well as other non-formal communications shall take place via electronic mail. The Commission services will decide whether the Workshop must be recorded and made available in the DMA website.

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

1.4.5. Content of the deliverables

A. Content

A.1 Final Report and Presentation

The Final Report shall include:

- an Abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English, French and German;
- specific identifiers which shall be incorporated on the cover page provided by the *Contracting authority*;
- Annexes, providing all the references to data sources and background material that were used to produce the results of the contract;
- the following standard disclaimer:

“By the European Commission, Directorate-General of Communications Networks, Content & Technology.

The information and views set out in this publication are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this pilot project. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.

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Replace XXXX with the year of publication.

In view of its publication, the Final Report by the contractors must be of high editorial quality. In cases where the contractor does not manage to produce a final report of high editorial quality within the timeframe defined by the contract, the *Contracting authority* can decide to have the final report professionally edited at the expense of the contractor (e.g., deduction of these costs from the final payment).

The Final Report shall be provided in a .pdf format suitable for publication by the Commission’s services on Commission websites.

The presentation will include:

- a summary of the methodology, key findings and achievements of the initiative;
- feedback from the events and stakeholders,
- recommendations to initiatives / actors / institutions that will continue to be active beyond the lifetime of this Pilot Project.

A.2 Executive Summary

The publishable Executive Summary shall be provided in both in English, French and German and shall include:

- specific identifiers which shall be incorporated on the cover page provided by the *Contracting authority*.
- the following standard disclaimer:

"By the European Commission, Directorate-General of Communications Networks, Content & Technology.

The information and views set out in this publication are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this pilot project. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein.

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Replace XXXX with the year of publication.

The Executive Summary shall be provided in a .pdf format suitable for publication by the Commission's services on Commission websites.

A.3 Abstract

The Abstract provided both in English, French and German in the Final Report in no more than 200 words shall be provided as well in a separate document for the purpose of the description of the Final Report on the website of the EU Bookshop.

No identifiers shall be incorporated on this file.

B. Graphic and technical requirements

The contractor must deliver the pilot project and all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm

A simple Word template will be provided to the contractor after contract signature. The contractor must fill in the cover page in accordance with the instructions provided in the template. The use of templates for studies is exclusive to European Commission's contractors. No template will be provided to tenderers while preparing their tenders.

C. Requirements for publication on the Internet

As regards web accessibility, [European standard EN 301 549](#) needs to be complied with across all content. Additionally, the Europa Web Guide provides useful guidance in the [accessibility overview](#) and the [content accessibility checklist](#).

As regards **editorial aspects**, the tenderers should refer to the [Interinstitutional Style Guide](#).

1.5. Place of performance: where will the contract be performed?

The services will be performed at the following locations:

- the contractor's premises.
- If necessary, the Commission's premises for the presentation of the Final Report in the Workshop to take place in Month 12.

1.6. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a direct contract.

In direct contracts all the terms governing the provision of the services, supplies or works are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

Tenderers need to take full account of the full set of procurement documents, including the provisions of the draft contract as the latter will define and govern the contractual relationship to be established between the contracting authority and the successful tenderer. Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

⚠ Please be aware that if a tenderer to whom the contract is awarded (any of the group members in case of a joint tender) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 of [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) (Financial Regulation)¹ and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer (any of the group members in case of a joint tender), and, if any such debt is found, will inform the tenderer (the group leader in case of a joint tender who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

1.7. Volume and value of the contract: how much do we plan to buy?

The **maximum total amount** of all purchases under this call for tenders is indicated under Section 2.1.3 of the contract notice. The volumes/values of the purchases over the total duration of the contract are specified in Section 1.4 of these specifications.

Within three years following the signature of the contract resulting from the current call for tenders, the contracting authority may use the negotiated procedure under point 11.1.e of Annex 1 to the Financial Regulation to procure new services from the contractor up to a maximum 50% of the initial

¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

contract value. These services would consist in the repetition of similar services entrusted to the contractor and would be awarded under the same conditions as the current call for tenders.

1.8. Duration of the contract: how long do we plan to use the contract?

The contract resulting from the award of this call for tenders will be concluded for at most 12 months. The details of the initial contract duration and possible renewals are set out in the draft contract.

1.9. Electronic exchange system: can exchanges under the contract be automated?

For all exchanges with the contractor during the implementation of the contract as well as for future possible subsequent proceedings, including, but not limited to, for the purposes of EDES ([European Union's Early Detection and Exclusion System](#)), the contracting authority may use an electronic exchange system meeting the requirements of Article 148 of the Financial Regulation. At the request of the contracting authority, the use of such a system shall become mandatory for the contractor at no additional cost for the contracting authority. Details on specifications, access, terms and conditions of use will be provided in advance.

1.10. Security

When performing tasks for the contracting authority in execution of the contract, the contractor and its personnel shall comply with the contracting authority's applicable security requirements.

For the Commission (and, when relevant - for the Executive Agencies), the applicable security requirements include:

- ✓ [Commission Decision \(EU, Euratom\) 2017/46](#) of 10 January 2017 on the security of communication and information systems in the European Commission, its subsequent versions, its implementing rules (as adapted from time to time) and the corresponding security standards, guidelines and notices;]
- ✓ [Commission Decision \(EU, Euratom\) 2015/444](#) of 13 March 2015 on the security rules for protecting EU classified information, its subsequent versions, its implementing rules (as adapted from time to time) and the corresponding security standards, guidelines and notices;]
- ✓ [Commission Decision \(EU, Euratom\) 2015/443](#) of 13 March 2015 on Security in the Commission, as well as all its subsequent versions.]
- ✓ https://ec.europa.eu/info/files/security-standards-information-systems_en]

Specific security rules for the contractor's personnel are set out in Article I.11 of the draft contract.

Any financial burden for complying with the security measures (e.g. security background checks, security clearance etc.) will be entirely at the expense of the contractor and not of the contracting authority.

Should the contractor, during the performance of the tasks, which are the subject of the contract, need remote access to any communication and information system of Commission or data sets processed therein, one of the two following approaches should be observed:

Contractor's personnel is granted remote access to any communication and information system of the Commission or data sets processed therein, without being provided with Commission IT equipment. In this case, the Contractor shall be requested to comply with security rules referred to in Article 6(5) of the Commission Decision (EU, Euratom) 2017/46 of 10 January 2017. This entails prior authorisation, which shall be granted on the basis of a formal request for network access service "Remote Access for Companies", and approval process, which takes on average 4-6 weeks. The outcome of the approval, i.e. the Interconnection Security Agreement, shall be valid for a specified duration linked to the contract and shall be obtained before the connection is activated. The formal request is initiated by the concerned Directorate-General or service of the Commission and based on the risk assessment with the focus on nature and sensitivity of the tasks to be performed remotely and the security needs of each accessed communication and information system.

During the authorisation process, the contractor is asked to describe relevant organisational, physical, logical and network security measures in order to provide reasonable assurance that the risks are adequately and systematically covered at a level equivalent to the Commission Decision (EU, Euratom) 2017/46 of 10 January 2017, its implementing rules and corresponding security standards. The authorisation process may impose additional security requirements as a prerequisite for approval, in order to protect the Commission's communication and information systems and networks from the risks of unauthorised access or other security breaches. No remote access will be possible in this context without having in place an approved Interconnection Security Agreement (formerly called a security convention).

Contractors and service providers may be required to comply with the baseline security measures published by the Commission at Standards & Procedures (https://ec.europa.eu/info/files/security-standards-information-systems_en).

Contractor's personnel use Commission IT equipment (normally a laptop PC) and connects to the Commission's internal network via the remote access service for Commission staff. In this case, contractors are required to put in place minimum security measures in order to mitigate risks to the security of Commission information during the fulfilment of the contracted services. These measures focus mainly on the confidentiality and integrity of Commission equipment and information. The baseline security measures for contractors in the context of remote service delivery are available for consultation at the internet address: https://ec.europa.eu/info/files/security-standards-information-systems_en. These rules apply to service providers working on contractor's premises or in home offices, where permitted by the specific contract. This baseline does not cover service providers accessing non-Commission systems, such as contractors' development environments. When the contractor undertakes to follow these controls in the contract, access is permitted without an additional Interconnection Security Agreement (security convention).

2. GENERAL INFORMATION ON TENDERING

2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of the Financial Regulation.

The contracting authority has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1)(a) of the Financial Regulation.

In this procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

2.2. Entities subject to restrictive measures and rules on access to procurement: who may submit a tender?

Tenderers must ensure that no involved entities (see Section 2.4) nor any subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), are subject to [EU restrictive measures](#) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)², consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the [Treaties](#), as well as to international organisations.

It is also open to all natural and legal persons established in a third country provided that it has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

The Agreement on Government Procurement³ concluded within the World Trade Organisation does not apply. Therefore, the participation to this call for tenders is not open to natural and legal persons established in the countries that have ratified this Agreement.

The rules on access to procurement do not apply to entities on whose capacity tenderers rely to fulfil the selection criteria nor to subcontractors. Subcontracting may not be used with the intent or effect to circumvent the rules on access to procurement.

To enable the contracting authority to verify the access, each tenderer must indicate its country of establishment (in case of a joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign, as described in Section 4.3.


2.3. Registration in the Participant Register: why register?

² Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).


³ https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

Any economic operator willing to participate in this call for tenders must be registered in the [Participant Register](#) - an online register of organisations and natural persons (participants) participating in calls for tenders or proposals of the European Commission and other EU institutions/bodies.

On registering, each participant obtains a Participant Identification Code (PIC, 9-digit number), which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other calls for tenders or calls for proposals of the European Commission and other EU institutions/bodies.

 **Each participant needs to ensure that its SME status in the Participant Register is registered and kept up to date.**

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status [and financial capacity]. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by *the EU Validation Services* are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

 **Please note that a request for supporting documents by the *EU Validation Services* in no way implies that the tenderer has been successful.**

2.4. Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender, either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender)⁴. In either case subcontracting is permitted.

Tenders must be drawn and submitted in complete independence and autonomously from the other tenders. A declaration in this regard by each tenderer (in case of a joint tender, by the group leader) shall be requested (*Annex 2*).

A natural or legal person cannot participate at the same time and within the same procedure either as member of two or more groups of economic operators or as a sole tenderer and member of another group of economic operators. In such case, all tenders in which that person has participated, either as sole tenderer or as member of a group of economic operators, will be rejected.

Economic operators linked by a relationship of control or of association (e.g. belonging to the same economic/corporate group) are allowed to submit different and separate tenders, provided that each tenderer is able to demonstrate that its tender was drawn independently and autonomously.

A natural or legal person may act as subcontractor for several tenderers as long as the tenders are drawn and submitted in complete independence and autonomously from each other. However, cross subcontracting among tenderers is forbidden, more precisely an entity “A” may participate as tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer “B” within the same procurement procedure. However, in this case it is forbidden

⁴ Each economic operator participating in the joint tender is referred to as “group member”.

that tenderer “B” (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for tenderer “A” (or for the group of economic operators in which “A” participates) within the same procurement procedure. In this case, both tenders A and B shall be rejected.

In order to fulfil the selection criteria set out in Section 3.2, the tenderer can rely on the capacities of subcontractors (see Section 2.4.2) or other entities that are not subcontractors (see Section 2.4.3).

An “**involved entity**” is any economic operator involved in the tender. This includes the following four categories of economic operators:

- sole tenderer,
- group members (including group leader),
- identified subcontractors (see Section 2.4.2), and
- other entities (that are not subcontractors) on whose capacity the tenderer relies to fulfil the selection criteria.

The role of each entity involved in a tender must be clearly specified in the eSubmission application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor⁵.

For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (*Annex 5.2*)

2.4.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer⁶.

All group members assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the model attached in **Annex 3**.

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leader who will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

If the joint tender is successful, the contracting authority shall sign the contract with the group leader, authorised by the other members to sign the contract also on their behalf via the Agreement/Power of attorney drawn up in the model attached in *Annex 3*.

Changes in the composition of the group during the procurement procedure (after the deadline for

⁵ Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application.

⁶ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following cases:

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
 - the new entity is not subject to restrictive measures, has access to procurement (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
 - all the tasks assigned to the former entity are taken over by the new entity member of the group,
 - the group meets the selection criteria (see Section 3.2),
 - the change must not make the tender non-compliant with the procurement documents,
 - the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
 - the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.

- case where a group member is subject to restrictive measures or does not have access to procurement (see Section 2.2) or is in an exclusion situation (see Section 3.1), provided the following cumulative conditions are fulfilled:
 - none of the remaining group members is subject to restrictive measures (see Section 2.2),
 - all the remaining group members have access to procurement (see Section 2.2),
 - the remaining group members meet the selection criteria (see Section 3.2),
 - the change must not make the tender non-compliant with the procurement documents,
 - the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
 - the continuation of the participation of the remaining group members in the procurement procedure does not put the other tenderers in a competitive disadvantage,
 - the remaining group members undertake to implement the contract, in case of an award, without the excluded group member.

The replacement of the group member not having access to procurement or in a situation of exclusion is not allowed.

2.4.2. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate

transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).

- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders (see Section 1.4).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the procurement documents expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a group member.

By filling in the form available in **Annex 4** (List of identified subcontractors), tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2;
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 20%.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 5.1** and signed by its authorised representative.

☞ Each tenderer shall identify such subcontractors and provide the commitment letters with its tender. The information must be true and correct at the time of submitting the tender. Any changes or additions regarding the envisaged subcontractors after the deadline for submission of tenders must be justified to the contracting authority.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the deadline for submission of tenders and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:

- any new subcontractor is not subject to restrictive measures, has access to procurement if the rules on access to procurement apply also to subcontractors (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does

not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the contracting authority and resulted in a signed contract, is considered authorised.

2.4.3. Entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in *Annex 5.2*, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources⁷.

☞ The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

2.4.4. Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

If a successful tenderer intends to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required, i.e. the latter will either assume the role of subcontractors or will fall within the exceptions listed in Section 2.4.2 and will then assume the role of entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria.

☞ Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

⁷ This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

3. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer is not subject to restrictive measures and has access to procurement (see Section 2.2);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents signed by duly authorised representative(s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.

The contracting authority will evaluate the above-mentioned elements in the order that it considers to be the most appropriate.

If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only the tenderer for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract resulting from this call for tenders.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the contracting authority during the procedure. If any of the declarations or information provided proves to be false, the contracting authority may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the contracting authority may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion, each tenderer⁸ needs to submit with its tender a Declaration on Honour⁹ in the model available in *Annex 2*.¹⁰ The declaration must be signed by an authorised representative of the entity providing the declaration. Where the declaration has been signed by hand, the original does not need to be submitted to the contracting authority, but the latter reserves the right

⁸ See Annex 1 which of the involved entities participating in a tender need to provide the Declaration on Honour.

⁹ The European Single Procurement Document (ESPD) may not be used yet in calls for tenders of the European Commission.

¹⁰ Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

to request it from the tenderer at any time during the record-keeping period specified in Section 4.3.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](#).

At any time during the procurement procedure¹², the contracting authority may request the documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion (the documentary evidence). It may also request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in Section A point (1) (c) to (f) of the Declaration on Honour.

All tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract will be requested to provide such evidence.

☞ If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the latter reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless the tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

Annex 1 specifies which of the involved entities participating in a tender need to provide the Declaration on Honour and, when requested by the contracting authority, the supporting evidence.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.2. Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for this call for tenders. The model Declaration on Honour available in *Annex 2* shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

¹² The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the contracting authority and are still valid at that date;
- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority¹³.

The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the involved entities who contribute to the fulfilment of the criterion, and in case of individual assessment – by each entity to whom the criterion applies individually.

In case not all selection criteria evidence is requested with the tender, all tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract will be requested to provide such evidence.

☞ If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the contracting authority reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless there is a ground for a waiver.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.2.1. Legal and regulatory capacity

Tenderers can be natural or legal persons. Tenderers are not obliged to take a specific legal form in order to submit their tenders.

Where tenderers submit a tender through an entity, which lacks legal personality (e.g., a branch), the compliance with the exclusion criteria, selection criteria, the rules on access to procurement as well as the absence of restrictive measures shall be assessed at the level of the tenderers.

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The legal and regulatory capacity shall be proven by the evidence listed below:

- Proof of enrolment in a relevant trade or professional register.

☞ The criterion applies to each member of the group individually.

The above specified evidence of legal and regulatory capacity must be provided with the tender.

In addition, involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to [EU restrictive measures](#) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on

¹³ The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission and are still up-to-date;
- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

the Functioning of the EU (TFEU)¹⁴ that constitute a legal impediment to perform the contract. This requirement will be assessed by reference to the EU restrictive measures in force. Therefore, the tenderer is not required to submit any evidence of not being subject to EU restrictive measures.

3.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	Average yearly turnover of the last two financial years above EUR 300 000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.
Evidence	Copy of the profit and loss accounts and balance sheets for the last two years for which accounts have been closed from each concerned involved entity. The most recent year must have been closed within the last 18 months.

☞ The evidence of economic and financial capacity does not need to be provided with the tender but may be requested by the contracting authority at any time during the procedure.

3.2.3. Technical and professional capacity

☞ With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. The entity on whose capacity the tenderer relies will either assume the role of a subcontractor or fall within the exceptions listed in Section 2.4.2.

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract:

Criterion T1	
The tenderer must prove experience in the field of number-independent interpersonal communication services and online social networks, and in particular in the topics of interoperability in communications, encryption, messaging protocols and security, cryptology, data protection.	
Minimum level of capacity	Demonstrated track record in the fields described above. Management of at least 1 similar (in scope and complexity) projects completed in the last three years preceding the deadline for submission of tenders, with a minimum value of EUR 100 000 and covering at least 3 Member States.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the

¹⁴ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

Criterion T1	
	consolidated assessment of combined capacities of <i>all involved</i> entities will be carried out.
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration.

Criterion T2	
The tenderer must have relevant experience in and must be able to prove their capacity for (a) conducting research and studies; (b) elaborating and employing rigorous research methodologies; (c) conducting surveys and data analysis; (d) mapping existing solutions in the market; (e) identifying and anticipating potential future trends and developments; and (f) designing and executing projects.	
Minimum level of capacity	At least 3 studies / reports / benchmarks/ recommendations of at least 50 pages published in the last 5 years.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of <i>all involved</i> entities will be carried out.
Evidence	The tender must provide a list of studies or reports meeting the above-mentioned minimum level of capacity, accompanied by abstracts.

Criterion T3	
The tenderer's team must prove their direct experience in dealing with regulatory and policy issues at the European level.	
Minimum level of capacity	Organisation of at least 2 events undertaken in Europe in the last 5 years, which mobilised key relevant stakeholders such as regulatory and policy makers. Involvement in the successful implementation of the regulatory and policy initiatives and showing leadership at EU-wide level.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	The tender must provide documents or references demonstrating that the project team meets the above-mentioned minimum level of capacity. Concise but informative curriculum vitae (CV) of each person involved in the execution of the tasks foreseen in the tender. The CVs shall demonstrate professional experience in the specific domain of this project, in particular experience during the last 5

Criterion T3

years.

The Europass curriculum vitae template ([available here](#)) 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 and that the CV indicates the intended function in the delivery of the service.

☞ All of the above-specified evidence of technical and professional capacity must be provided with the tender.

☞ Involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to professional conflicting interests which may negatively affect the contract performance. Where the contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The tenderer shall provide the contracting authority with the description of all financial links with / contracts performed in the past three (3) years for, any of the entities designated as Gatekeeper under the Digital Market Act (DMA). The contracting authority may request further information and conduct checks using publicly available information.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (*Annex 5.1 and Annex 5.2*) and any further information provided by the tenderer.

Further details and obligations concerning professional conflicting interests are set out in the draft contract.

3.3. Compliance with the conditions for participation and minimum requirements specified in the procurement documents

By submitting a tender, a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

Tenderers must declare when submitting their tenders in eSubmission whether their tenders comply with the minimum requirements specified in the procurement documents.

☞ **Tenders that are not compliant with the applicable minimum requirements shall be rejected.**

3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price - 40 %

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the tender specifications.

2. Quality - 60 %

The quality of the tender will be evaluated based on the following criteria:

1. Quality of the proposed methodology and tools for performing the tasks (60%)

Under this criterion, the quality and appropriateness of the methodology and tools as described in the tender and the specific methodology envisaged for each task will be assessed. The quality and appropriateness will be assessed against the completeness, clarity and relevance of the proposed approach as regards the tasks set out in the technical specifications.

Sub-criterion 1.1: Clarity, credibility, quality and feasibility of the tender (i.e. project description, and functionality of the approach).

Sub-criterion 1.2: Soundness of the proposed methodology.

Sub-criterion 1.3: Soundness and appropriateness of the proposed tools for performing the tasks.

All the sub-criteria above are of equal relative importance.

2. Organization of work and resources (30%)

This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation.

Sub-criterion 2.1: Feasibility to meet the objectives specified in the tender specifications outlined by a work plan or timetable including appropriateness of the allocation of tasks and resources, also allowing for a degree of flexibility of said allocation.

Sub-criterion 2.2: Adequacy and appropriateness of the overall allocation of time and resources to the project and to each task as well as the level of direct participation of senior staff in performance of the tasks required under these tender specifications and specifying clearly the identity, roles, activities and responsibilities of subcontractor(s) if any.

All the sub-criteria above are of equal relative importance.

3. Quality control measures (10%)

Tender should provide a quality plan, to specify how it intends to control and ensure high quality and

effective monitoring of the services and works it may be required to supply to the Commission in execution of the contract. This criterion will assess the quality control system applied to the services foreseen in these tender specifications concerning the quality of the deliverables, the language quality check, and continuity of the services in case of absence of a member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Sub-criterion 3.1: Adequacy of the quality control system applied to the services foreseen in the tender specifications (the quality of all information supplied to the contracting authority, the deliverables, the language quality check, and continuity of the services in case of absence of a member of the team).

3.5. Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

score for tender X	=	cheapest price	*	100	*	40%	+	total quality score (out of 100) for all award criteria of tender X	*	60%
		price of tender X								

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined:

- i. Quality of the proposed methodology and tools for performing the tasks
- ii. Organization of work and resources
- iii. Quality control measures

☞ The contract shall be awarded to the tender ranked first, which complies with the minimum requirements specified in the procurement documents and is submitted by a tenderer not subject to restrictive measures, having access to procurement, not in an exclusion situation and fulfilling the selection criteria.

☞ **Detection of abnormally low tenders**

Tenderers must be aware of Point 23 of Annex I to the Financial Regulation on abnormally low tenders and of the possibility for rejection of the tender based on it.

4. FORM AND CONTENT OF THE TENDER

4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation letter and the eSubmission Quick Guide available at the link below:

https://wikis.ec.europa.eu/display/FTPportal/Open+procedures_EN

☞ Make sure you prepare and submit your tender in eSubmission early enough to ensure it is received within the deadline for receipt indicated under Section IV.2.2 of the contract notice and/or on TED eTendering.

4.2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in eSubmission are listed in *Annex 1*.

The following requirements apply to the technical and financial tender to be uploaded in eSubmission:

- *Technical tender*

The technical tender must provide all the information needed to assess the compliance with Section 1.4 of these specifications. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

- *Financial tender.*

A complete financial tender, including the breakdown of the price, needs to be submitted. For this purpose, the Financial Model in **Annex 6** shall be used.

The financial tender shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT.

☞ The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. 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.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact its national authorities to clarify the way in which the European Union is exempt from VAT.

4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written or, preferably, a qualified electronic signature (QES) as defined in [Regulation \(EU\) No 910/2014 on electronic](#)

[identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

Tenderers are strongly encouraged to sign with a QES¹⁶ all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Declaration on Honour of the tenderer (in case of a joint tender – the Declarations on Honour of all group members);
- (in the case of a joint tender) the Agreement/Power(s) of attorney drawn up using the model attached in *Annex 3*).

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the contracting authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff, provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision, tenderers, whose tenders were received in accordance with the submission modalities, who are not subject to restrictive measures, have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be non-compliant with the procurement documents, and who make a request in writing, will be

¹⁶ See [here](#) how to apply a QES on a document exchanged with a European institution, body or agency.

notified of the name of the successful tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and its total financial tender amount. The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial tender, technical or trade secrets¹⁷.

- The contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure¹⁸, the contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

☞ The contracting authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The contracting authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

¹⁷ For the definition of trade secrets please see Article 2 (1) of [Directive \(EU\) 2016/943 on the protection of undisclosed know-how and business information \(trade secrets\) against their unlawful acquisition, use and disclosure](#).


¹⁸ See Article 4 (2) of the [Regulation \(EC\) No 1049/2001 regarding public access to European Parliament, Council and Commission documents](#).

APPENDIX: LIST OF REFERENCES

<i>Award criteria</i>	See Section 3.4
<i>Contracting authority</i>	See Section 1.1
<i>Entities on whose capacities the tenderer relies to fulfil the selection criteria</i>	See Section 2.4.3
<i>EU Validation services</i>	See Section 2.3 EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment
<i>Exclusion criteria</i>	See Section 3.1
<i>Financial Regulation</i>	Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union
<i>Group leader</i>	See Section 2.4.1
<i>Group member</i>	See Section 2.4.1
<i>Identified subcontractors</i>	See Section 2.4.2
<i>Involved entities</i>	See Section 2.4
<i>Joint tender</i>	See Section 2.4.1
<i>Participant Register</i>	See Section 2.3 https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register
<i>Selection criteria</i>	See Section 3.2
<i>Sole tenderer</i>	See Section 2.4
<i>Subcontracting/subcontractor</i>	See Section 2.4.2
<i>Treaties</i>	The EU Treaties: https://europa.eu/european-union/law/treaties_en

ANNEXES

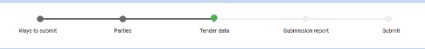
Annex 1. List of documents to be submitted with the tender or during the procedure

Description	Sole tenderer	Joint tender		Identified Subcontractor	Entity on whose capacity is being relied (that is not subcontractor)	When and where to submit the document?	Instructions for uploading in eSubmission (if applicable)	
		Group leader	Group member				How to name the file?	Where to upload?
<p>1. Identification and information about the tenderer.</p> <p><i>eSubmission view</i></p> 								
<p>Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1)</p> <p><i>model in Annex 2</i></p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	With the tender in eSubmission	'Declaration on Honour'	<p>With the concerned entity under 'Parties'</p> <p>→'Identification of the participant'</p> <p>→'Attachments'→'Declaration on Honour'.</p> <p>For entities that are not subcontractors and on whose capacity the tenderer relies to fulfil the selection criteria, the document must be uploaded in the section of the sole tenderer or group leader:</p> <p>→'Identification of the participant'</p> <p>→'Attachments'→'Other documents'.</p>
<p>Evidence that the person signing the documents is an authorised representative</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender in eSubmission	'Authorisation to sign documents'	<p>With the concerned entity under 'Parties'</p> <p>→'Identification of the participant'</p> <p>→'Attachments'→'Other</p>

of the entity ¹⁹ (see Section 4.3)								documents'.
Agreement/Power of attorney (see Section 2.4.1) <i>model in Annex 3</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender in eSubmission	'Agreement Power of attorney'	In the group leader's section under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
List of identified subcontractors (see Section 2.4.2) <i>model in Annex 4</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'List of identified subcontractors'	In the sole tenderer's or the group leader's section under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
Commitment letter (see Section 2.4.2 and 2.4.3)				<input checked="" type="checkbox"/> <i>(model in Annex 5.1)</i>	<input checked="" type="checkbox"/> <i>(model in Annex 5.2)</i>	With the tender in eSubmission	'Commitment letter'	With the concerned entity under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
Evidence of non-exclusion (see Section 3.1)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Tenderers (sole tenderers/all group members in case of a joint tender) must provide the evidence when requested by the contracting authority and, in any event, if a tenderer is successful, before the award of the contract. Subcontractors and entities	n.a.	n.a.

¹⁹ A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

						on whose capacity a tenderer relies to fulfil the selection criteria must provide the evidence only upon request by the contracting authority.		
Evidence of legal existence and status (see Section 2.3)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			Only upon request by <i>the EU Validation services</i> At any time during the procedure In the Participant Register	n.a.	n.a.
Evidence of legal capacity (see Section 3.2.1)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender in eSubmission	No specific requirements how to name the file(s).	With the concerned entity under 'Parties' →'Identification of the participant' →'Attachments'→'Legal and regulatory capacity'.
Evidence of economic and financial capacity F1 (see Section 3.2.2)	The documents must be provided only by the involved entities which contribute to reaching the minimum capacity level for Criterion F1					Only upon request by the contracting authority. At any time during the procedure	n.a.	n.a.
Evidence of technical and professional capacity T1-T3 (see Section 3.2.3)	The documents must be provided only by the involved entities which contribute to reaching the minimum capacity level for Criterion T1-T3					With the tender in eSubmission	T1 Evidence T2 Evidence T3 Evidence	With the group leader or the sole tenderer under 'Parties' →'Identification of the participant' →'Attachments'→'Technical and professional capacity'.

Administrative Identification Form <i>Model in Annex 7</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender in e-Submission	'Administrative form'.	With the concerned entity under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Other documents'.
<p>2. Tender data.</p> <p><i>eSubmission view</i></p>  <p><i>Failure to upload the following documents in eSubmission will lead to rejection of the tender.</i></p>								
Technical tender (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Technical tender'	Under section 'Tender Data' → 'Technical tender'
Financial tender (see Section 4.2) <i>model in Annex 6</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Financial tender'	Under 'Tender Data' → 'Financial tender'

Annex 2. Declaration on Honour on exclusion and selection criteria

Annex 2 is published as a separate document.

Annex 3. Agreement/Power of attorney

Call for tenders CNECT/2023/OP/0047 – EP Pilot Project: Study of interoperability tools in the Digital Single Market.

AGREEMENT/POWER OF ATTORNEY

The undersigned:

[- Signatory 1 (Name, Function, Legal entity name, Registered address, VAT Number)]

- Signatory 2 (Name, Function, Legal entity name, Registered address, VAT Number)

- ...

- Signatory N (Name, Function, Legal entity name, Registered address, VAT Number)]

having the legal capacity required to act on behalf of the entities they represent,

HEREBY AGREE TO THE FOLLOWING:

- 1) To submit a joint tender (the tender) as members of a group of tenderers (the group), constituted by *[Insert names of Legal entity 1, Legal entity 2, ... Legal entity N – the name of the group leader must be included here!]* (the group members), and led by *[Insert name of Legal entity 1]* (the group leader), in accordance with the conditions of the procurement documents and the terms of the tender to which this Agreement/Power of attorney is attached.
- 2) If the contracting authority awards a contract resulting from this call for tenders (the contract) to the group on the basis of the tender to which this Agreement/Power of attorney is attached, all group members (including the group leader) shall be considered parties to the contract in accordance with the following conditions:
 - (a) All group members (including the group leader) shall be jointly and severally liable towards the contracting authority for the performance of the contract.
 - (b) All group members (including the group leader) 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.
- 3) Payments by the contracting authority related to the services and/or supplies subject to the contract shall be made through the bank account of the group leader indicated in the contract.
- 4) The group members grant to the group leader all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
 - (a) The group leader shall submit the tender on its own behalf and on behalf of the other group members and indicate in the "Contact Person" section in eSubmission the name and e-mail address of an individual as a single point of contact authorised to communicate officially with the contracting authority in connection with the submitted tender on behalf of all group members, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
 - (b) The group leader shall sign any contractual documents — including the contract and amendments thereto — and shall warrant the submission of any invoices related to the

performance of the contract on behalf of all group members.

- (c) The group leader shall act as a single contact point with the contracting authority in the delivery of the services and/or supplies subject to the contract. It shall coordinate the delivery of the services and/or supplies by the group to the contracting authority, and shall see to a proper administration of the contract.

This Agreement/Power of attorney may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

Any modification to the present Agreement/Power of attorney shall be subject to the contracting authority's express approval. This Agreement/Power of attorney shall expire when all the contractual obligations of the group have ceased to exist. The parties cannot terminate it before that date without the contracting authority's consent.

Name
Function
Name of the legal entity

Name
Function
Name of the legal entity

signature[s]:

signature[s]:

Done at on
.....

Done at on
.....

Name
Function
Name of the legal entity

Name
Function
Name of the legal entity

signature[s]:

signature[s]:

Done at on
.....

Done at on
.....

Annex 4. List of identified subcontractors and proportion of subcontracting

Identification details	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]</i>		
Other subcontractors that do not need to be identified under Section 2.4.2²⁰		
	TOTAL % of subcontracting	0,00%

²⁰ For this category of subcontractors, please provide in a general manner their intended roles/tasks during contract execution, as well as the aggregated % of contract volume for all non-identified subcontractors.

Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. CNECT/2023/OP/0047

Attn:

[Insert date]

Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of *[insert name of the entity]*, hereby confirm that the latter agrees to participate as subcontractor in the tender of *[insert name of the tenderer]* for the call for tenders **CNECT/2023/OP/0047 – EP Pilot Project: Study of interoperability tools in the Digital Single Market**.

In the event that the tender of the aforementioned tenderer is successful, *[insert name of the subcontractor]* commits itself to make available the resources necessary for performance of the contract as a subcontractor and to carry out the services that will be subcontracted to it in compliance with the terms of the contract. It further declares that it is not subject to conflicting interests, which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

Annex 5.2. Commitment letter by an entity on whose capacities is being relied

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. CNECT/2023/OP/0047

Attn:

[Insert date]

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of *[insert name of the entity]*, hereby confirm that the latter **authorises the *[insert name of the tenderer]* to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels** required for the call for tenders **CNECT/2023/OP/0047 – EP Pilot Project: Study of interoperability tools in the Digital Single Market.**

In the event that the tender of the aforementioned tenderer is successful, *[insert name of the entity]* commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

Annex 6. Financial tender form

Annex 6 is published as a separate document.

7. Administrative Identification Form

Call for tenders CNECT/2023/OP/0047 - EP Pilot Project: Study of interoperability tools in the Digital Single Market.

<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	
	The tenderer is Small or Medium Size Enterprise in accordance with <u>Commission Recommendation 2003/361/EC</u> : yes / no
Bank account (lead partner only) Name of bank: Full address of branch: Exact denomination of account holder: IBAN code:	
<u>AUTHORISED REPRESENTATIVE(S)</u> ⁸ [name and position]	
<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:

⁸ 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.