

TENDER SPECIFICATIONS

EUROPEAN BLOCKCHAIN OBSERVATORY AND FORUM

**SETTING-UP AND RUNNING A EUROPEAN EXPERTISE HUB ON
BLOCKCHAIN AND DISTRIBUTED LEDGER TECHNOLOGIES**

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PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

Blockchain is defined here in a very broad sense including Distributed Ledger Technologies (DLT). Blockchain is considered to have a breakthrough impact and create disruptive innovation in multiple industries and make processes more democratic, secure, transparent, and efficient. Entrepreneurs, start-ups, investors, global organizations and governments have identified blockchain as a game changing technology.

Blockchain was initially developed as the backbone technology behind Bitcoin - underpinning the exchange of bitcoins and being the public ledger of all transactions made in the Bitcoin network. Transactions of crypto currencies can be performed without the need for a credit card or the intermediation of banks, or the control of central banks. Blockchain was designed to enable users to send virtual money over the Internet in a simple and efficient way.

The idea then arose to run more sophisticated operations than exchanges of bitcoins through a blockchain, with the introduction of smart contracts by the Ethereum initiative.

The enhanced capacities of blockchain, combining disintermediation, automated operations and validation, guarantee of execution, security and authentication, have opened a vast array of potential use cases introducing new organisation or business models, both for the private and the public sector.

Applications range from tracing products' provenance, certifying ownership (property, land registries, notary acts), identity verification and authentication or providing security certification of data in an Internet of Things. All sectors of the economy may be potentially affected: financial services and trading, logistics and supply chain management, eGovernment, e-voting, social goods delivery, health, energy, media and IPR management, decentralised production processes...

Beyond sectorial usages, blockchain can help provide and share value in local or global ecosystems. It can also help share and keep track of information and data across various activities and actors, authenticate and guarantee the execution of tasks, enabling the emergence of more transparent and accountable systems. It can do this through decentralised and disintermediated applications, and in more efficient and cost effective ways.

However, the deployment of such blockchain-based solutions can be hindered by a lack of interoperability and fragmentation that constitute notably obstacles to cross border and cross sector transactions.

Referring to its original use, blockchain underpins and facilitates the development of a cryptocurrency (like bitcoin). It introduces new approaches for funding activities, through the issuance of tokens, or an Initial Coin Offering (ICO), or to provide incentives and to engage citizens or stakeholders in such activities (e.g. through the concept of tokenisation).

From a regulatory and supervisory point of view, it raises questions while offering new solutions. For instance, there are many questions on one hand around the compliance of blockchain with the General Data Protection Regulation (GDPR) or the right to be forgotten. On the other hand, blockchain also enables decentralized personal data management systems to ensure that users own and control their data. This may have disruptive applications in the way we access and share e.g. our health data to the end benefit of the patient and the citizens, encouraging research activities, for example.

Moreover blockchain can help provide supervisors or regulators with the same view into the data as the companies they're regulating, thereby reducing fraud and compliance costs. It may enable more efficient RegTech (Regulatory Technology) solutions to comply with reporting requirements, eg in the financial sector and beyond.

Blockchain may be eventually considered as a neutral technology or infrastructure, or seen as a major political innovation with the potential to redefine rules for validating, sharing and accessing information or value by way of more democratic mechanisms. Whatsoever, the European Commission wants to carefully look at blockchain developments with the objective of setting the right conditions for the advent of an open, trustworthy, transparent, and EU law compliant data and transactional environment.

2 OBJECTIVES, TASKS AND METHODOLOGY

2.1 General objective

As blockchain and its related applications evolve quickly, the European Commission is setting up a European Expertise Hub on Blockchain and Distributed Ledger Technologies, called the EU Blockchain Observatory and Forum.

The EU Blockchain Observatory and Forum should help identify and provide analysis of the technological and organisational trends of emerging issues in an agile way. It should identify and build on existing initiatives and organise discussions and workshops around topics where acting at EU level would be required or would have an impact (e.g. on regulatory issues) in an open, constructive and reactive way. It should play a proactive role to help the EU to stay at the forefront, build expertise and show leadership in the field.

2.2 Definition

Today there is no agreed academic or formal definition of blockchain nor formal differentiation with Distributed Ledger Technologies (DLT). For the purpose of this call, "blockchain" is used in its broadest sense, including distributed ledger technology developments and applications, taking into account the various evolutions regarding concepts and uses since the introduction of "blockchain" as the technology underpinning Bitcoin, and considering future blockchain related developments.

2.3 Specific objectives

The European Commission is setting up a European Blockchain Observatory and Forum with the following interlinked objectives:

1. Identify relevant existing blockchain initiatives, monitor and analyse blockchain developments and trends, as well as the potential implications in terms of risks and opportunities for Europe;
2. Develop and provide expertise and support learning from existing initiatives, notably concerning the role that should be played at EU level and possible specific actions that are needed here;
3. Create an attractive and transparent forum to engage with stakeholders, facilitate experience sharing and reflections on such possible specific actions, animate / lead expert and public debate by involving notably public authorities, regulators and supervisors;

The awarded team will contribute to make the EU Blockchain Observatory and Forum an attractive hub for blockchain expertise in Europe. The tender should explain how it envisages achieving this objective.

2.4 Tasks

Task 1 - Mapping the existing and relevant initiatives worldwide in the field of blockchain and their applications

The EU Blockchain Observatory and Forum will develop an open dynamic mapping system for identifying relevant national and or regional initiatives, evaluating initiatives' potential and assessing their impact, where possible. The dynamic mapping exercise will run throughout the EU Observatory and Forum's life. It could consider crowdsourcing of information from relevant actors in the field based on specific criteria to be proposed by the tenderer and decided in the kick-off meeting with the EC.

It will pay particular attention to the evolution of major players, initiatives and consortia and to detect nascent consortia and coalitions worldwide and in Europe, and referencing public / government-led blockchain initiatives.

Task 2 – Monitoring developments, analysing trends and emerging issues concerning cross cutting/transversal challenges

The EU Blockchain Observatory and Forum will monitor, analyse and address the implications of blockchain developments regarding transversal issues. It will cover for instance:

- a. Technical challenges e.g. transaction capacities, validation protocols, smart contracts, etc.
- b. Tokenization as a mean to create value and provide incentives for encouraging specific behaviours
- c. Cybersecurity and cryptography development
- d. Interoperability and standardisation
- e. Organisational and governance aspects
- f. Scalability and integration with legacy systems
- g. Regulatory and legal aspects

It will address specifically the implication of blockchain developments regarding data protection and data management. This will cover for instance in which way blockchain is compliant with the GDPR and how blockchain can help individuals to protect, manage, share or monetise their personal data, etc.

This should be done through a flexible, proactive and reactive approach, considering the fast-changing blockchain environment.

Task 3 – Exploring blockchain and its use cases related to Fintech and financial services

The EU Blockchain Observatory and Forum will address more specifically the developments and implications of:

- a. Cryptocurrencies, their impact, challenges and risks for the economy and the society.

- b. Initial Coin Offerings (ICOs) as a way to fund new activities and enterprises, and the implications regarding consumer/investor protection and related risks.
- c. Major use cases in financial services (considering e.g. prioritization and time horizon of solutions deployment, impact regarding simplification, cost effectiveness, traceability and availability of data and transactions, disintermediation, etc.).
- d. The use of blockchain for RegTech activities (e.g. for compliance reporting and supervisory activities in financial services).

The tender should consider work already carried out by other institutions (e.g. the European Central Bank¹, national Central Banks, European and national Supervisory Authorities², Joint Research Center - JRC³) and where possible liaise with them in order to complement existing initiatives and address specific issues as appropriate.

Task 4 – Exploring blockchain use cases of European interest (beyond financial services)

The EU Blockchain Observatory and Forum will address the developments and implications of blockchain use cases in public services or services of public interest, building on existing initiatives where appropriate.

This would include more specifically the use of blockchain regarding eIdentity or eHealth. However, as the situation evolves rather quickly, more suggestions of EU interest could come from the contractor or the European Commission during the life of the EU Blockchain Observatory and Forum and will be developed following the European Commission approval.

The EU Blockchain Observatory and Forum should help evaluate the added value/appropriateness of blockchain-based solutions, the feasibility and conditions for engaging public and other stakeholders, in experimentation and further deployment.

Building on existing national and local initiatives, the EU Blockchain Observatory and Forum could investigate further the opportunities and conditions to develop specific use cases at EU level; and the setting up of a possible European Blockchain infrastructure to support those use cases and other ones of EU public interest.

The awarded team will cooperate closely with existing initiatives at the EU level and will search for synergies with ongoing proofs of concept or pilot projects related to blockchain.

Task 5 – Informal Advisory Group for #EUBlockchain

The contractor will identify top level experts in the blockchain domain in order to be part of an informal Advisory Group of around 10 experts. The main aim of the Advisory Group would be to provide advice on the activities of the EU Blockchain Observatory and Forum and more generally on trends and issues and possible priority actions on blockchain to be addressed at EU level. All this would be grouped under the label Advisory Group for #EUBlockchain. Advisory Group members' expertise can be called upon as a group or on an individual basis.

¹ ECB: [DLT – challenges and opportunities for financial market infrastructures](#), 2016

² ESMA Report on DLT applied to securities markets, 2017

³ JRC Technical Reports on virtual and crypto-currencies (2015): Cyber-security analysis of current architectures and A general overview, from technological aspects to the economic implications;

The profile of the experts and possibly suggestions for names for members of the Advisory Group should be proposed in the tender. It will be refined in the kick-off meeting based on an updated proposal provided by the contractor. Following the European Commission approval, the contractor will perform the necessary due-diligence as to check the interest of the top level expert to be part of the Advisory Group for #EUBlockchain.

Task 6 – Consolidation and recommendations

The contractor will periodically consolidate findings from the different tasks, including from the Advisory Group contributions as well as from other stakeholders. Where appropriate, suggestions should be made for **recommendations concerning actions to be run at EU level**. Those actions may contribute to an EU Blockchain initiative. The actions can cover policy, regulatory or support measures, the members of the Advisory Group should advise on them. Actions at EU level can be considered for:

- a. Encouraging the development and uptake of blockchain and its applications while ensuring compliance with EU rules and that potential risks are mitigated. This may concern, for instance, the support of a regulatory sandbox approach for blockchain where deemed necessary and, if possible, at EU level.
- b. Addressing specific use cases that are relevant at EU level and for which specific coordination, funding or other actions are required. This may concern EU policy and EU services, as well as using blockchain as a tool to ensure compliance with European rules.
- c. Providing governance principles and other conditions, as well as the setting up a possible EU Blockchain Infrastructure for testing, underpinning and exploiting a set of EU public services.

Task 7 – The EU Blockchain Observatory and Forum - Platform

The contractor shall set up an on-line platform, regularly updated and structured in such a way as to address at least the following:

- a. an interactive map to visualise relevant existing initiatives in the blockchain domain; the map should foresee different filters in order to allow the selection of the initiatives based on different criteria (e.g. country, domain, type of activities, etc)
- b. a user-friendly repository where to communicate on different analyses and consolidated findings performed under the contract
- c. a forum to crowdsource information and interact with stakeholders on different topics, also to prepare and complement the work carried out through workshops and events
- d. an event section to promote the EU Blockchain Observatory and Forum's own events but also other large scale events on blockchain
- e. a section presenting the EU Blockchain Observatory and Forum

Communication and dissemination activities will concern the different tasks and target different types of audiences. Some activities will have an educational and awareness raising purpose. Others shall help public actors to engage and be aware of challenges and opportunities at EU as well as national and local level. Others should cover a broader audience, targeting e.g. consortia, startups in the blockchain areas, etc.

Communication and dissemination activities shall be delivered both offline and online, e.g. through the Platform or via specific workshops / events, as appropriate.

The purpose of Task 7 is also to attract high quality expertise making the EU Blockchain Observatory and Forum a knowledge centre for Blockchain in Europe. The tenderer can propose additional activities or topics to be covered by the platform.

Task 8 - The EU Blockchain Observatory and Forum – high-level events and workshops

Two EU Blockchain major events shall be organised during the lifetime of the contract.

The main objective of these high-level events will be to report on the evolution and trends in blockchain, provide visibility to initiatives at the EU level in the global context and debate about relevant initiatives / actions that can be taken at EU level. In order to master expenses, the tender should envisage EU institutions' premises to reduce or eliminate venues costs; he may also organise one or several sessions piggy-backing on major events on blockchain happening in Europe, by partnering with organisers.

Workshops will be carried-out with the view to organize knowledge sharing, connect existing experimentation and steer policy debate around opportunities and risks of blockchain; as well as measures related to it while the technology and its uses are maturing. They should notably involve regulatory, supervisory and other public authorities.

12 to 18 workshops should be organised all along the life of the contract. Some workshops may be grouped around major EU events.

Workshops and events should mobilise and involve widely the blockchain community according to areas and topics to be discussed. This should happen through an open, transparent, agile and proactive method. This lively community will provide a multi-stakeholders point of view to the work of the EU Blockchain Observatory and Forum.

In view to organise workshops and events, pre-meetings (mainly on-line) with the European Commission can take place with the aim to guide the work of the contractor, in particular allowing for discussion of the initial orientations and objectives of the workshops and events.

The tenderer should describe in detail how he intends to organise exchanges / workshops and ensure appropriate participation from the stakeholders, indicating which channels he may activate and which communities (who) he will be able to reach out to and through which means (how). It should provide an indicative timing of the workshops. The approach will be refined during the inception phase.

The EU Blockchain Observatory and Forum may participate, after agreement with the European Commission, to other workshops / events relevant for the work of the EU Blockchain Observatory and Forum, but not organised by it. The contractor should report back to the European Commission after attending such events.

2.5 Scope

1. **Geographic scope:** Considering the global dimension of blockchain and its applications, the project is not limited in terms of geographical scope. Though its main focus and activities will be on Europe, the tender should consider global aspects and expert points of view worldwide, notably to establish benchmarks

between different initiatives, countries and world regions. Its deliverables should be spread worldwide among the relevant communities.

2. **Time scope:** The project aims to learn from on-going developments, however it should be forward looking, offer concrete insights and possible scenarios for future development and use of the technology as well as for the sectors where it should have direct impact. Any roadmap concerning development and use of blockchain is of interest.
3. **Activity areas:** Some focuses have been defined through the different tasks, however all areas referring to the development, use and implementation of blockchain-based solutions, remain of potential interest.

The minimum requirements to be met by the tender are:

- The tender must address all the tasks under section 2.4 above, in view to achieve all the objectives described under sections 2.1 and 2.3;
- The tender must contain a robust and agile methodology as described in section 2.6 below.

2.6 Methodology

We expect the tenderer to define an agile methodology to carry out the tasks requested.

The awarded team will address the tasks in a flexible way, allowing possible changes in focus and iterations on findings and nurturing the work of the EU Blockchain Observatory and Forum in light of the evolving understanding of issues and emerging trends and needs. The team should show capacity to adapt and react, when need be, to the fast-moving blockchain environment. This should be reflected in the methodology.

Within the maximum limit of the budget allocated to the contract, flexibility is expected regarding scope and tasks depending on blockchain related evolutions and priorities that may emerge during the contract life-span.

Monitoring, analysis, papers and reports from the EU Blockchain Observatory and Forum should be based on data from a large variety of sources, including own-generated data when relevant and possible. It should include, as appropriate, information from specialised online platforms, literature reviews and discussions/interviews with technology/market/government experts and key stakeholders in the field of Blockchain. Efficient use of available networks should be made notably by soliciting the Informal Advisory Group for #EUBlockchain and by liaising with all relevant stakeholder groups.

The budgets for event organization should be reasonable and well justified. Options for limiting costs should be considered, for example through using EU institutions' venues or piggy-backing onto other planned major events to limit budget expenses. Free participation (no fees) is strongly encouraged. Speaker fees will remain exceptional, duly justified and subject to approval by the Commission.

The contractor shall participate in meetings (mainly conference call) with the Commission for preparing and coordinating the activities and tasks described above.

Further details are provided under section 4.2 (Meetings).

3 DURATION

Duration of the tasks, including the period of approval of the deliverables, must not exceed 28 months and is subject to the provisions of Article I.3.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The EU Blockchain Observatory and Forum should report back regularly to the European Commission (and possibly to other institutions like the European Parliament, at the request of the European Commission). Information should be made publicly available (issued in an open and citizen-friendly way). Some information may be confidential and reserved for internal European Commission use only.

At least a monthly conference call or face-to-face meeting will be organised to update the European Commission, discuss the progress made and adjust the priorities, if need be. The contractor shall answer in a flexible way to European Commission requests that may arise.

4.1.1 The deliverables listed below must be provided by the contractor:

Deliverable 1: Inception, Interim and Final reports

Within 2 months after the signature of the contract, an **Inception report** will be delivered (Deliverable D1.1). It will specify further and refine the objectives, approach, methodology, and resources in line with the tender and in accordance with the indications provided by the Commission during the inception phase and meeting.

A draft of the report shall be made available to the Commission's services for information 5 working days before the **Inception meeting**. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Inception Report shall be made available to the Commission's services within 2 weeks after the inception meeting.

Slides set - A standard slide set with notes, to support a 30-minute presentation of the context, rationale, methodology of the EU Blockchain Observatory and Forum shall be provided with the Inception report in month 2. Regular updates shall be provided together with the First, Second Interim report and the Final report, including, additionally, (first) consolidate findings, and (preliminary) conclusions of the EU Blockchain Observatory and Forum. They may be updated more often on demand of the European Commission. An interim slide sets will be provided together with the Interim reports at month 8, then at month 17. The final slide set is due within 26 months after signature of the contract by the last contracting party.

Interim reports shall be delivered in month 8 (Deliverable D1.2) and in month 17 (Deliverable D1.3). The **Final report** will be delivered by month 26 (Deliverable D1.4). They will describe activities performed and results obtained.

Each interim report will include a description of the activities carried out by the EU Blockchain Observatory and Forum. It will include sound analysis of findings, thematic papers delivered, present interim results and factually-based conclusions or recommendations, notably those related to workshops and events organised during the

period. It should summarise progress made on all the tasks to be executed during the contract and raise any problem encountered.

The Interim and the Final reports will include:

- Link and report on online activities, first version of the mapping and the platform should be available online on month 3 and be continuously updated during the project.
- List of meetings held during the period covered by the Interim report, including stakeholders met and organisation represented, agenda of the meetings and results of the discussions; usefulness to enrich the EU Observatory and Forum work.
- Workshops organised during the Interim and Final report period, including at least the rationale behind the workshop/event, its main objectives, agenda and participants, a summary of the discussions, sound analysis of findings, takeaways, and factually based conclusions and recommendations for possible actions or topics that need further exploration.
- When necessary, events attended – in agreement with the European Commission, including agenda, participants, stakeholders met, a summary of the discussions, takeaways, contacts made and possible follow-up, actions or topics that need further exploration, and how the team will consider them in the work of the EU Blockchain Observatory and Forum.
- Report on the Advisory group activities and possible suggestions or recommendations, notably for actions at the EU level.

The **First Interim report** will include a description of the activities performed and results obtained by the EU Blockchain Observatory and Forum. It will notably point to the Inception report, to an already operational version of the on-line platform and mapping, and the workshops eventually organised.

The **Second Interim** report will update the description of the activities carried out by the EU Blockchain Observatory and Forum. It will report on progress regarding on line activities (the enrichment of the mapping and of the on line platform); and will provide more than the first report regarding analysis of findings, interim results and factually-based conclusions or recommendations, taking into account those related to additional workshops organised during the period. It should summarise progress made on all the tasks to be executed during the contract and raise any problem encountered.

The **Final report will cover the last period (after the Second Interim report)**. It will address the same topics as the interim reports and consolidate reporting on all activities and outcomes of the EU Blockchain Observatory and Forum, including analysis and factually-based conclusions and recommendations.

It will also report on lessons learnt and possible conclusion on the work of the EU Blockchain Observatory and Forum, taking into account views of the Advisory Group.

The final report will also contain as an annex the detailed process of the full transfer of the platform and the social media accounts to the Commission as described in deliverable 3.1.

A draft of each of the reports shall be made available to the Commission's services 7 working days before each **Interim and Final meetings**.

Each interim or final report shall include an executive summary (max 6 pages) that would be widely disseminated for raising the visibility of the EU Blockchain Observatory and Forum's activities and for communication purposes.

As each of the two Interim reports and the Final report will be linked to payments, they need to be accompanied by a **progress report**. A **Progress report** consists in a short document (up to 1000 words in length) explaining what has been executed so far to justify the payment. Progress reports explain the activities carried out, the problems encountered, delays (if any), the work already performed, and the use of resources (time-sheets, travel details and other costs).

The reports should be finalised after the associated interim meetings taking into account all observations and comments raised at the meeting. The finalised reports shall be submitted to the Commission's services within 2 weeks after the interim and final meeting.

Final datasets: The contractor will provide quantitative data in the form of datasets, in a machine readable format (e.g. in the form of a spreadsheet and/or an RDF file) for Commission internal usage and for publication on the Open Data Portal, in compliance with Commission Decision (2011/833/EU). If third parties' rights do not allow their publication as open data, the tenderers should describe in the offer the subpart that will be provided to the Commission free of rights for publication and the part that will remain for internal use. The raw datasets and/or the derived indicators shall be made available to the Commission's services within **26 months** after signature of the contract by the last contracting party.

Deliverable 2: Mapping of the initiatives in the field of blockchain

Within month 3 the contractor shall propose a first draft dynamic mapping of the existing and relevant initiatives worldwide in the field of blockchain and their applications.

The tenderer shall propose a combination of desk research and bottom-up approach (e.g. crowd-mapping) to build and maintain an up-to-date user-friendly online repository of relevant initiatives like proofs-of-concept, pilots, commercially viable projects and policy measures, etc.

The tenderer shall propose a typology to identify and select each initiative and define how he will organise the dynamic mapping (e.g. by using filters about sector of application, countries, etc.).

He will specify how it will keep the mapping up to date and the way the mapping will be presented and how to interact with it. He will incorporate comments from the European Commission and include improvements to the mapping, if need be.

The periodic updates will be reported in the Interim and Final reports.

Deliverable 3: The EU Blockchain Observatory and Forum – Platform

Deliverable 3.1: On-line platform

Within month 3 the tenderer shall propose a first operational version of the on-line part of the EU Blockchain Observatory and Forum – Platform. It shall include the draft dynamic mapping and the other topics/actions described under Task 7.

It should also include the following standard disclaimer:

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

The information and views set out in this platform 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 platform. 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.

Specific identifiers which shall be incorporated on the cover page and will be provided by the Contracting Authority based on specific requests.

The platform should be designed and published online on a domain acquired by the contractor within three weeks from the signature of the contract, along with the appropriate social media accounts. The Commission shall validate the design and content of the website within five working days. Subject to agreement between the contractor and the Commission the online platform can be continued after the end of the project. No content or design changes will be required from the contractor during this period. The contractor will organise the full transfer of the code, web domain, content, technical documentation and social media accounts to the Commission. This process will be documented in detail in an annex to the Final Report.

Deliverable 3.2: Workshops / events reports

The post-workshop/event report shall contain the agenda, the presentations or other material, position papers and preparatory papers; a high quality synthesis of the discussions and takeaways; possible recommendations and/or suggestions for actions at the EU level; and the list of participants. The report shall be made available no later than 2 weeks after the workshop/event.

The contractor should also prepare, where possible, visual material (e.g. short videos) to sum up discussions, highlight takeaways and promote the work of the EU Blockchain Observatory and Forum. Such materials should be finalised maximum no later than 2 weeks after the date of the workshop/event. Content as well as publication of materials should be discussed and agreed with the European Commission prior to their publication on the Platform.

Innovative ways to report to the Commission and to communicate widely results of workshops/events will be positively evaluated.

Deliverable 4: Thematic papers

Every two months starting from the Inception meeting, the EU Blockchain Observatory and Forum will produce thematic short papers, consolidating findings on the topics dealt with in the EU Blockchain Observatory and/or discussed through the Forum (both on-line and offline), capturing trends and analysing evolutions, and suggesting for possible actions at EU level.

These thematic papers will inform the European Commission on a confidential basis but may be subject to wider communication through the EU Blockchain Observatory and Forum platform, after discussion and agreement with the European Commission.

The tenderer will describe ideas on the way to present those papers and possible planning for topics to be dealt with.

4.1.2 Data formats

The contractor will provide quantitative data in the form of datasets; raw datasets should comply with the following provisions:

- The data delivered should **include the appropriate metadata** (e.g. description of the dataset, definition of the indicators, label and sources for the variables, notes) to facilitate reuse⁴ and publication;
- In case of statistical data that could be used to derive/compute indicator (e.g. for benchmarking national policies), the contractor should **use templates** provided by (or agreed with) Commission services, like those available on <http://ec.europa.eu/digital-agenda/en/download-data>, on the DataCube vocabulary

4.1.3 Report format

All deliverables must be written 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 will be submitted in electronic format (.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 the possible dissemination of the findings and conclusions and any other information produced under this assignment.

4.1.4 Content

4.1.4.1 Final Reports

The Final report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- 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 study. Neither the

⁴ According to [Commission Decision](#) of 12 December 2011 on the reuse of Commission documents (2011/833/EU)

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

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

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).

Publishable executive summary

The executive summary of the final report shall be delivered in publishable version, in both in English and French and shall include:

- 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 study. 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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- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

4.1.4.2 Abstract

The abstract provided both in English and French in the Final study report (see point 4.1.4.) in no more than 200 words shall be provided as well in a separate document for the purpose of the description of the study on the website of the EU Bookshop.

No identifiers shall be incorporated on this file.

4.1.4.3 Requirements for publication on Internet

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm

For the publishable versions of the study, abstract and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/>.

4.1.5 Structure

The **Final report** shall include the following sections:

1. Executive summary
2. Relevant sections (to be proposed by the contractors in agreement with the DG CONNECT)
3. Conclusions
4. Annexes

4.1.6 Graphic requirements

The new visual identity applies to all commission services and related bodies.

For graphic requirements please refer to the template provided in the annex 9, "Visual identity template for DG CONNECT studies". The cover page shall be filled in by the contractor in accordance with the instructions provided in the template.

In case you foresee other logos than the Commission logo, the additional logo may only be placed on the cover page of the study if they are one of the following categories:

- a logo duly authorised by the Secretary General and the Director-General for Communication of the European Commission;
- the logo of the author of the study (i.e. the contractor);
- in case of co-branded studies, the logo of a partner organisation involved in the production of the study. In this case, the European Commission's Visual Identity Manual does not apply.

4.2 Meetings, workshops and events

A schedule of meetings, workshops and events will be agreed with the contractor for this assignment. Such meetings, workshops and events will be attended by representatives of the European Commission, of the contractor's team, and external experts in agreement with the Commission.

The meetings may be chaired by a Commission representative or one member of the EU Blockchain Observatory and Forum and will mainly take place in *Brussels*. By default, meetings and workshops will be organised in the EU institutions' premises in Brussels, with no costs concerning the booking and the use of the room. In case an alternative location for the workshop is proposed by the contractor, this has to be agreed by the Commission in advance and to remain within the budget foreseen in the tender.

Deliverables associated to meetings, workshops and events are described in section 3.2.

Meetings:

Kick off Meeting

A kick-off meeting will be organised by the Commission's services at the Commission's premises in Brussels within **one month** after signature of the contract by the last contracting party.

Inception Meeting

They will be organised by the Commission's services at the Commission's premises in Brussels within **2 months** after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

First interim meeting

A first interim meeting during which the contractor will present the first interim activities and findings will be held within **8 months** after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the first interim report on the basis of the outcome of the first interim meeting.

Second interim meeting

A second interim meeting during which the contractor will present the second interim activities and findings will be held within **17 months** after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the second interim report on the basis of the outcome of the second interim meeting.

Monthly conference calls

In addition to the meetings to be organised in Brussels, at least a monthly conference call will take place between representatives from the contractor and the European Commission.

Final meeting

A final meeting during which the contractor will present the activities and findings will be held within **26 months** after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the final report on the basis of the outcome of the final meeting.

Workshops (including final workshop) A series of workshops (months 3-26) will be organised to address thematic topics throughout the project life-span. 12 to 18 workshops shall be carried out during the two-year project. Those workshops are expected to gather (15 to 30) experts or more depending of the topics. They would combine both online and offline contributions, as appropriate. An indicative programme and timing for the workshops will be provided by the tenderer. It is possible to organise a workshop back-to-back with another one when justified by the topics addressed and the profile of the experts. The approach will be refined during the inception phase and kept flexible as the relevance of the topics would evolve during the life of the project.

A final workshop will be held within **26 month** after signature of the contract. The aim of the final workshop is to inform relevant stakeholders and experts about the findings and lessons learnt from the EU Blockchain Observatory and Forum. The final list of participants (target of 100 participants) has to be agreed in advance with the Commission's services. The final workshop may be combined with a major event to be organised by the project, in agreement with the Commission's services and if the timing is appropriate.

After each workshop/event the EU Blockchain Observatory and Forum shall provide a report to the European Commission within 7 working days of the date of the workshop

Events (months 6-26)

One EU Blockchain major event per year (target of 250 participants) will be organised during the lifetime of the contract. The main objective of each event will be to report on evolution and trends in blockchain, provide visibility to initiatives at EU level in the global context, and debate about relevant initiatives / actions that can be taken at EU level.

The EU Blockchain event can be organised in Brussels at the EU premises (without cost for the room) or it should piggy bag on other major events organised in Europe (at reasonable costs) following agreement by the Commission's services.

Additional remarks on costs for workshops and events:

Costs related to workshops and events should concern the following activities and items, must be borne by the contractor and included in the price:

- Setting the workshop agenda in cooperation with the Commission;

- Identifying participants and speakers in cooperation with the Commission;
- Inviting speakers and participants;
- Managing and reimbursing the travel and accommodation arrangements for up to 5 key speakers for event in agreement with the Commission;
- Any speakers' fees, if required, fully justified and agreed by the Commission;
- Cost of providing catering during the events and workshops;
- Printing and distributing relevant information material for speakers and participants.

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

4.3 Timetable

Title	Type	Due month
Kick-off meeting	Meeting	1
D1.1. Inception report	Deliverable	2
Inception meeting	Meeting	2
D2. Draft of the dynamic mapping	Deliverable	3
D3.1. Online platform	Deliverable	3
D1.2. First Interim report	Deliverable	8
First Progress report	Deliverable	8
First Interim meeting	Meeting	8
D1.3. Second Interim report	Deliverable	17
Second Progress report	Deliverable	17
Second Interim meeting	Meeting	17
D1.4. Final Report	Deliverable	26
Final meeting	Meeting	26
Final progress report	Deliverable	26
Final workshop	Meeting	26
Final dataset	Deliverable	26
12 to 18 workshops	Meeting and Deliverable (D3.2)	From 3 to 26
2 events	Meeting and Deliverable (D3.2)	From 6 to 26
D.4.Thematic papers	Deliverables	From 2 to 26 – every 2 months
Slides set	Deliverable	2, 8, 17 and 26
Conference calls	Meeting	Every month

5 TERMS OF APPROVAL OF REPORTS AND DELIVERABLES

5.1 Reports

After reception of each report included in section 4.1 above except for the reports linked to payments, the Commission will have 30 calendar days in which:

- to approve it,
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to be approved.

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 20 calendar days. The new report shall likewise be subject to the above provisions.

For the terms of approval of the reports linked to payments please refer to article I.5 of the contract.

5.2 Progress reports

Except for the reports linked to payments, the Commission shall have 20 (twenty) days from receipt to approve or reject the progress report, and the Contractor shall have 20 days in which to submit additional information or a new report.

For the terms of approval of the reports linked to payments please refer to article I.5 of the contract.

5.3 Other Deliverables

Except for the reports linked to payments, the Commission shall have 20 days from receipt to approve or reject the deliverable(s), and the Contractor shall have 20 days in which to submit additional information or a new deliverable.

For the terms of approval of the other deliverables linked to payments please refer to article I.5 of the contract.

6 LAYOUT/CONTENT OF THE WORK PLAN

Offers should include a detailed work plan. The work plan should specify the management structure as well as the responsibility of each member of the team, including the main contractor and/or sub-contractors. It should also include the name of the organisation or the person in charge of the different countries where data have to be gathered.

The work plan should include a list of tasks to be performed, with clear and realistic phases and milestones. Resources should be clearly associated to each task, for example the estimate number of man days and travels required for each task or phase.

PART 2: ADMINISTRATIVE DETAILS

1 PARTICIPATION TO THE PROCEDURE

Participation in this procurement procedure 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 which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the plurilateral Agreement on Government Procurement⁵ concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions it lays down.

CONTRACTUAL CONDITIONS

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

COMPLIANCE WITH APPLICABLE LAW

The tender must comply with applicable 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/EU⁶.

2 ADMINISTRATIVE REQUIREMENTS

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

2.1 Different ways to submit a tender

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

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

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

⁵ See http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

⁶ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

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

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

The tender must include a cover letter (Annex 8) presenting the name of the tenderer (including all entities in case of joint offer as well as their roles) and identified subcontractors if applicable.

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with [Commission Recommendation 2003/361/EC](#). This information is used for statistical purposes only.

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract (Annex 5).

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney (Annex 5).

2.2.2 Subcontracting

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

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

Tenderers are required to identify subcontractors whose share of the contract is above 10% of the price of the tender or whose capacity is necessary to fulfil the selection criteria.

During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the Contracting Authority.

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

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁷ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 3: Financial Identification form⁸ (ORIGINAL filled in according to the instructions contained in this form)
If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the exclusion criteria and selection criteria (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible copy of the **notice of appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, if it is not included in the abovementioned documents, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. If the person(s) signing the tender or the person designated to sign the contract is/are entitled to represent the economic operator by a power of attorney from the above mentioned authorised persons, the power of attorney must also be submitted; for public entities: the **names and functions of the legal representatives** (directors, etc.) of the tenderer, authorised to sign contracts with third parties (a copy of the appointment of the persons authorised to represent the tenderer must be produced);

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁹ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the

⁷ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

⁸ A standard template in each EU language is available http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

⁹ A standard template in each EU language is available at http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 4: Declaration of honour with respect to the exclusion criteria and selection criteria (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible copy of the **notice of appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, if it is not included in the abovementioned documents, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. If the person(s) signing the tender or the person designated to sign the contract is/are entitled to represent the economic operator by a power of attorney from the above mentioned authorised persons, the power of attorney must also be submitted; for public entities: the **names and functions of the legal representatives** (directors, etc.) of the tenderer, authorised to sign contracts with third parties (a copy of the appointment of the persons authorised to represent the tenderer must be produced);

Options 3 and 4: Documents to be provided by subcontractors

- Annex 6a: Letter of intent from **each subcontractor** (ORIGINAL signed by (an) authorised representative(s)) to confirm their willingness and availability to perform the tasks.
Annex 4: Declaration of honour with respect to the exclusion criteria and selection criteria (ORIGINAL filled in and signed by (an) authorised representative(s)) needs to be provided by **identified sub-contractors as required in section 5.1 below**.

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

3 SIGNATURE OF THE TENDER

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

4 LAYOUT OF THE TENDER

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

4.1 Administrative section

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1 and section 5.2 of the Tender Specifications must be included in the administrative

section of the tender. **Tenders not including the necessary evidence may be rejected.** The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below. **Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.**

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

4.3 Financial section

The price quoted must fulfil the following requirements:

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

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

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

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

- The price quoted shall be subject to the terms set in Article I.4 of the model contract attached.
- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:

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

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

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

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

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

The total price quoted cannot exceed **EUR 500 000 (five hundred thousand euros)**. Tenders with a higher total price will be rejected.

5 EVALUATION OF TENDERS

The evaluation is based on the information provided in the submitted tender. It involves the following:

- 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 set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The tenders will be assessed in the order indicated above. Only tenders meeting the requirements of one step will pass on to the next step.

5.1 Verification of non-exclusion

All tenderers must provide a declaration on honour (see Annex 4) signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose share of the contract is above 10% of the price of the tender or whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose share of the contract is above 10 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

5.2 Selection criteria

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

Declaration and evidence

The tenderers (and each member of the group in case of joint tender) and subcontractors whose share of the contract is above 10% or whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 4), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment and when documentary evidence has been requested, the combined capacity of all members of the consortium for the given criteria.

This declaration is part of the declaration used for exclusion criteria (see section 5.1) so only one declaration covering both aspects should be provided by each concerned entity.

The evidence of the technical and professional capacity of the tenderers and to subcontractors whose capacity is necessary to fulfil the selection criteria shall be included in the tender. The rest of the criteria will be evaluated on the basis of the declaration on honour.

For those selection criteria for which evidence has not been requested, and after contract award, the successful tenderer will be required to provide the evidence of legal and regulatory and financial and economic capacity mentioned below before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria. Nevertheless, it reserves the right to require evidence of the legal and regulatory and financial and economic of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

5.2.1 *Legal and regulatory capacity*

Criterion:	Capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders
Evidence (to be provided on request):	Declaration or certificate of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the value added tax (hereinafter 'VAT') register ¹⁰

¹⁰ **For private entities:**

- a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number;
- if the above documents do not show the VAT number, a copy of the VAT registration document, where applicable

For individuals:

- a legible copy of his or her identity card or passport;
- where applicable, a proof of registration, as prescribed in the individual's country of establishment, on one of the professional or trade registers or any other official document showing the registration number;
- if the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

For public entities:

- a copy of the resolution decree, law, or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity;

5.2.2 *Economic and financial capacity criteria*

Criterion:	The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria. Annual turnover for the last two financial years above EUR 250 000 (two hundred fifty thousand euros); this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.
Evidence (to be provided on request)	- Copy of the profit and loss accounts for the last two years for which accounts have been closed from each concerned legal entity; - Failing that, appropriate statements from banks;

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

5.2.3 *Technical and professional capacity criteria*

With respect to the criteria listed below (e.g. relevant expertise of the tenderer and other applicants, management capability), in case of participation of group members, e.g. local affiliates of international companies, documentary evidence of the entire group (e.g. list of contracts, etc.) will only be taken into account if a specific written endorsement of the participation by the local affiliate and/or mother company is provided.

With respect to the criterion relating to the team members, any team member who is not directly employed by the legal entity (or one of the entities in case of a joint tender) submitting the tender is considered as a subcontractor. In such case either his employer, even if this is a local branch of the same global company, should be declared as a subcontractor or he is to be considered to participate as independent expert. In both cases the forms requested in section 2.3. need to be submitted.

Tenderers (in case of a joint tender the combined capacity of all tenderers) must comply with the following criteria:

Criterion 1:	Expertise, multidisciplinary and complementarity of the profiles of the project team in order to perform the tasks, including notably sound analysis, knowledge sharing and capacity building among a wide variety of stakeholders [with possible diverging views], acquired at least in the last two years in the field of blockchain and its applications.
--------------	--

- if the public entity has completed a VAT registration number in the legal entity form, an **official document showing the VAT number**.

	<p>Commitment of the project team members with key expertise to stay for the whole duration of the project. In case of replacement it should be with the same level of expertise (no replacement with profile showing lower expertise).</p> <p>At least two members of the team should have more than 2 years of experience in the field of blockchain.</p> <p>Language quality check: at least 2 members of the team should have native-level language skills in English or equivalent, as guaranteed by a certificate or past relevant experience.</p>
Evidence (to be provided with offer):	<p>Curriculum vitae of team members, with the educational and professional qualifications of the persons who will provide the service for this tender (CVs) including for some of the members their experience of coordination and staff-management, with at least two years of relevant experience in blockchain. Each CV provided should indicate the intended function in the delivery of the service.</p> <p>The Europass curriculum vitae template (available at http://europass.cedefop.europa.eu/documents) 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.</p>

Criterion 2:	<p>The project team shall demonstrate relevant capacity, including subcontractors if any, acquired at least in the last two years, in the field of blockchain and its applications.</p> <p>The project team shall demonstrate capacity to inspire reflections, perform sound analysis, lead debates and draw factually-based conclusions / recommendations on technical and content-driven issues related to blockchain - beyond Bitcoin and its uses, and as well as on regulatory and legal challenges, and possibly on organisational and societal impacts of blockchain.</p>
Evidence (to be provided with offer):	<ul style="list-style-type: none"> • At least 4 Workshops, conferences organised during the last two years (and foreseen in the next 4 months) on blockchain that have gathered a wide community of interested stakeholders (preferably including European public authorities, regulators, supervisors and local communities); and/or • At least 4 White papers/thematic papers on topics related to blockchain published in the last 2 years; list of assignments, reports performed, or currently being performed; and/or • At least 2 proof of concepts or pilots already developed or on-going in which the project team was involved.

Criterion 3:	Capacity to connect, engage and communicate to a wide variety of stakeholders, including public authorities, regulators, supervisors and local communities; capacity to show leadership at EU-wide level.
Evidence (to	<ul style="list-style-type: none"> • List of at least 3 missions, partnerships already performed,

be provided with offer):	<p>indicating the nature and frequency of multidisciplinary collaborations in the field of blockchain in the last two years; and/or</p> <ul style="list-style-type: none"> At least 1 significant initiatives e.g outreaching 500+ people, regarding stakeholders' engagement, communication and dissemination actions on blockchain.
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5.3 Award criteria

5.3.1 Technical award criteria

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

Award criteria		Max score	Thres hold	
Q1	<p>Understanding of the services and general approach to the work to be performed</p> <p>The tender must describe in their tender their understanding of the services to be provided and the work to be performed in order to achieve this. They must detail how they intend to address each of the tasks defined in these specifications. Excessive repetition and/or cutting and pasting directly from the tender specifications, with limited critical engagement, will lead to a low score.</p>	30	18	
	Q1.1			Degree of understanding of the services required
	Q1.2			Credibility of general approach to the work to be performed
Q2	<p>Proposed expertise, methodology and tools</p> <p>The tender must describe in their tender the profiles, methods and tools to be used in the contract, notably for mapping relevant initiatives, steering reflections and consolidate findings through the organisation of on-line activities, workshops and events. This should be done with the view to achieve all the objectives and to realise the tasks, and to engage various relevant experts and reach out to a wide community.</p>	50	30	
	Q2.1			Coherence of the different profiles and the methodology proposed
	Q2.2			Appropriateness of the methodological tools
Q3	<p>Approach proposed for the management of the work</p> <p>The tender should explain how roles and responsibilities of the</p>	20	12	

	team are distributed, considering expertise and competences. In case of involvement of different entities in the realisation of the work (joint tenders and/or such as subcontractors), the distribution of tasks between them. They must provide details of the allocation of time and human resources to the project and to each task or deliverable and the rationale behind the choice of this allocation. They shall explicit how they will ensure a degree of flexibility. In addition, tenderers must provide a quality plan specifying how they intend to control and ensure high-quality and effective delivery of the services and works to execute the contract.		
Q3.1	Coherence and effectiveness of the work-plan, including appropriateness of the allocation of tasks and resources, also allowing for a degree of flexibility		
Q3.2	Appropriateness of management structures and procedures, including risk management		
	Maximum total points	100	70

All the sub-criteria of all award criteria are of equal relative importance

Minimum score per criterion (threshold):

Tenders scoring less than 60% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 70 points at the end of the evaluation process will be considered of insufficient quality and rejected.

5.3.2 *Price*

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

6 RANKING OF TENDERS

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 40/60 is given to price and quality.

$$S_x = \left(\frac{CP}{PT_x} \right) * 40 + \left(\frac{TQS_x}{100} \right) * 60$$

where:

S_x = score for tender x

CP = cheapest price

PT_x = price of tender x

TQS_x = total quality score for all criteria of tender x

The tender ranked first after applying the formula will be awarded the contract.

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.5 and I.21 of the model contract attached, provided that the contractor has fulfilled all his contractual obligations.

8 ADDITIONAL PROVISIONS

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

9 LIQUIDATED DAMAGES: SEE ARTICLE II.15 OF THE MODEL CONTRACT

10 NO OBLIGATION TO AWARD THE CONTRACT

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

11 RESULTS

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

If the result is not to be fully created for the purpose of the contract it is to be clearly pointed out in the tender. There should be information provided about the scope of pre-existing materials, their source and when and how right to have them have been acquired.

The provisions on the use of the results and ownership of the results can be found in the Model Service Contract (Article I.10 Exploitation of the results of the contract and Article II.13 Intellectual Property Rights).

Part 3: Annexes

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

European Blockchain Observatory and Forum - Setting-up and running a European Expertise Hub on Blockchain and Distributed Ledger Technologies – SMART 2017/1130

<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	
SME	<input type="checkbox"/> The tenderer is Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC
<u>AUTHORISED REPRESENTATIVE(S)¹¹</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

¹¹ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

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

A standard template in each EU language is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

ANNEX 3: BANK IDENTIFICATION FORM

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

A standard template in each EU language is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

ANNEX 4: DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA

European Blockchain Observatory and Forum - Setting-up and running a European Expertise Hub on Blockchain and Distributed Ledger Technologies – SMART 2017/1130

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

➤ 1) declares that the above-mentioned person is in one of the following situations:	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>

(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations; iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the 	<input type="checkbox"/>	<input type="checkbox"/>

infringement of Union or national competition law; or v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		
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II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

Not applicable to natural persons, Member States and local authorities

➤ 2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

➤ 3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

➤ 4) declares that the above-mentioned person:	YES	NO
h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further

occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

VII – SELECTION CRITERIA

➤ 5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 5.2.1 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 5.2.2 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 5.2.3 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ 6) if the above-mentioned person is the sole tenderer or the leader	YES	NO	N/A
---	-----	----	-----

in case of joint tender , declares that:			
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

ANNEX 5: POWER OF ATTORNEY¹²

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

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The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

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

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

Place and date:

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

¹² To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS

European Blockchain Observatory and Forum - Setting-up and running a European Expertise Hub on Blockchain and Distributed Ledger Technologies – SMART 2017/1130

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to be in one of the situations of exclusion referred to in Article 106(1) of the Financial Regulation¹³.

Declares hereby taking note of II.10 regarding subcontracting and Articles II.8, II.13 and II.24 of the general conditions of the contract.

Place and date:

Name (in capital letters) and signature:

¹³ <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015R1929&from=EN>

ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS

European Blockchain Observatory and Forum - Setting-up and running a European Expertise Hub on Blockchain and Distributed Ledger Technologies – SMART 2017/1130

The undersigned:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to **[name of the tenderer]**, he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to be in one of the situations of exclusion referred to in Article 106(1) of the Financial Regulation¹⁴.

Declares hereby taking note of II.10 regarding subcontracting and Articles II.8, II.13 and II.24 of the general conditions of the contract.

Place and date:

Name (in capital letters) and signature:

¹⁴ <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015R1929&from=EN>

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

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The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint offer, single tenderer or subcontractor/external expert). The evidence for selection may be required at any stage of the present procurement procedure (marked by ●). Some of the documents are only relevant in cases of joint offers or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Lead partner in a joint offer	All the other partners in a joint offer	Single tenderer (with or without subcontractors)	Subcontractor	Subcontractor – External expert
<i>Administrative section of the tender</i>					
Annex 1: Original Administrative identification form (see section 2.3, part 2)	■	■	■		
Annex 2: Original Legal Entity Form (see section 2.3, part 2)	■	■	■		
Annex 3: Original Financial Identification form (see section 2.3, part 2)	■		■		
Annex 4: Original Declaration of honour with respect to the exclusion criteria and selection criteria (see section 2.3, part 2)	■	■	■	■ ¹⁵	● ¹⁶
Annex 5: Original Power of attorney (see section 2.3, part 2)		■			
Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)				■	
Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)					■
Annex 8: Cover letter for the tender	■		■		
Legible photocopy of the statutes of the entity (see section 2.3, part 2)	■	■	■		
Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)	■	■	■		

¹⁵ Only identified subcontractors whose share of the contract is above 10 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria

¹⁶ Upon request in line with section 2.3, part 2.

Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2)	●	●	●		
Evidence of financial and economic capacity (see section 5.2.2, part 2)	●	●	●		
Evidence of Technical and Professional capacity (see section 5.2.3, part 2)	■	■	■	■	■
<i>Technical Section of the tender</i> (see section 4.2, part 2)	■		■		
<i>Financial Section of the tender</i> (see section 4.3, part 2)	■		■		

ANNEX 8: COVER LETTER FOR THE TENDER

**European Blockchain Observatory and Forum - Setting-up and running a European Expertise Hub on
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Please select the appropriate option

OPTION 1

Single legal person or private/ public entity

- The offer is submitted by a **one tenderer**.
-

OPTION 2

Joint offers

- The offer is submitted by **partners**.
- Company acting as **lead partner** for the group of tenderers:
.....
 - **Other partners** taking part in the joint tender:
.....
.....
-

OPTION 3

Joint offers

- The offer is submitted by one tenderer **with subcontractors**.
- Company acting as **tenderer**:
.....
 - **Subcontractors**:
.....
.....
-

OPTION 4

Joint offers

The offer is submitted by partners **with subcontractors**.

- Company acting as **lead partner** for the group of tenderers:

.....

- **Other partners** taking part in the joint tender:

.....

.....

- **Subcontractors:**

.....

.....



ANNEX 9: TEMPLATE FINAL REPORT OR EXECUTIVE SUMMARY



European
Commission

Title

Subtitle (optional)

Insert cover picture here (optional)

FINAL REPORT or EXECUTIVE SUMMARY

A study prepared for the European Commission
DG Communications Networks, Content & Technology
by:

*Logo
Contractor
1*

*Logo
Contractor*

*Digital
Single
Market*

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