Study on the implementation of the net neutrality provisions of the TSM Regulation

SMART 2017/0011
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**PART 1: TECHNICAL DESCRIPTION**

1 **CONTEXT**

The "Telecoms Single Market" Regulation (EU)\(^1\) enshrining binding net neutrality rules into EU law entered into force on 29th November 2015 and started applying on 30th April 2016.

The Regulation creates an individual right of end users to access or distribute internet content and services of their choice. Until the adoption of the Regulation most Europeans had no legal protection for their right to access the open internet, and a handful of EU countries had adopted or were about to adopt national laws on net neutrality. One of the objectives of the Regulation was to avoid a fragmentation of the telecoms landscape in Europe by setting a common set of rules across the EU instead of having 28 different legal regimes on access to an open internet.

The Regulation also establishes for the first time in the EU the principle of non-discriminatory traffic management, which means that Internet traffic has to be treated equally: Blocking, slowing down, altering, restricting, interfering with, degrading or discriminating between traffic is banned and only three exhaustive exceptions are possible:

   a) to comply with Union or national legislation related to the lawfulness of content or with criminal law, or with measures implementing this legislation (decision by public authorities, court order...);
   b) to preserve the security and integrity of the network;
   c) to minimise network congestion that is temporary or exceptional.

The Regulation allows the use of reasonable traffic management to optimise overall transmission quality. Such use has to be based on objectively different technical quality requirements and reasonable traffic management must be transparent, non-discriminatory and proportionate and cannot be based on commercial considerations.

The Regulation contains safeguards to ensure that providers of Internet access cannot circumvent the right of every European to access internet content of their choice through agreements or commercial practices. National authorities are required to monitor market developments and to intervene under certain circumstances where commercial agreements and practices limit the choice of end-users. Their assessment should take into account the market positions of all the involved players.

The EU rules give the necessary certainty for internet access providers and providers of content and applications to offer specialised services with quality requirements and where optimisation is objectively necessary to meet service requirements that are not assured by the internet access service. These are services with enhanced quality that respond to consumers' demand and could include IP-TV, connected cars or e-Health services.

The rules set very clear and strong conditions for the provision of these services which cannot be a substitute to internet access services, can only be provided if there is sufficient network capacity to provide them in addition to any internet access service and are not to the detriment of the availability or general quality of internet access services for end-users.

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The Regulation has also improved transparency for consumers. Operators have to inform their subscribers about the internet speeds. This addresses a recurring consumer issue, namely the discrepancy between advertised and actually delivered internet speeds. In order to empower subscribers in case of discrepancy, the Regulation facilitates contract termination (pursuant to national law) for end users if contractual data speeds of internet access service are not delivered.

To make sure that these provisions are implemented, National Regulatory Authorities (NRAs) are entrusted to enforce the Regulation and to monitor and ensure the effective availability of an open internet.

The regulation gives National Regulatory Authorities the power to prevent general impairment of quality of internet access services and to impose minimum quality of service requirements.

Regulatory authorities furthermore have the responsibility to assess commercial practices, e.g. as regards differentiated data pricing such as zero-rating.

The rules do not require any kind of ex-ante assessment or authorisation of specialised services by the National Regulatory Authorities, which, however, can request information in order to enable them to assess specialised services ex-post.

The Regulation also requested the Body of European Regulators of Electronic Communications (BEREC) to issue, in close cooperation with the European Commission, a set of guidelines to ensure a coherent implementation of the net neutrality rules by the National Regulatory Authorities. In accordance with Article 5.3 of the Regulation, BEREC issued the guidelines in August 2016.

The guidelines follow the principles of the Regulation itself and provide guidance to ensure a consistent application of the rules by NRAs.

BEREC’s guidelines provide guidance, amongst other, on the following topics:

- commercial practices, including zero rating;
- traffic management practices;
- the regulatory assessment of specialised services;
- providers' transparency obligations;
- how NRAs should ensure that ISPs comply with their obligations, and
- the supervision and enforcement duties of NRAs.

Since the entry into force of the Regulation, and particularly since the adoption of the BEREC guidelines, National Regulatory Authorities have taken a number of net-neutrality related decisions: for example, in Sweden PTS, the national regulator found that some products offered by one operator did not comply with the rules; in Belgium, the regulator IBPT published a report with its findings after an investigation and analysis of some zero-rating offers provided by another operator.

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2 http://berec.europa.eu/

3 http://berec.europa.eu/eng/netneutrality/


The Telecom Single Market Regulation requests National Regulatory Authorities to publish reports on an annual basis regarding their monitoring and findings, and provide those reports to the Commission and to BEREC. National Regulatory Authorities were requested by BEREC to provide these reports by the end of June 2017\(^6\).

BEREC will also produce an annual report\(^7\) summarising the main implementation activities of the National Regulatory Authorities, based on an internal questionnaire as well as on the first set of annual reports to be provided by the National regulatory Authorities. BEREC's report will describe and analyse how the National Regulatory Authorities have implemented the rules and which issues arose.

Article 9 of the Regulation establishes that by 30 April 2019, and every four years thereafter, the Commission shall review Articles 3, 4, 5 and 6 and shall submit a report to the European Parliament and to the Council thereon, accompanied, if necessary, by appropriate proposals with a view to amending the Regulation.

2 OBJECTIVES, TASKS AND METHODOLOGY

The general objective of this study is to collect the necessary factual evidence and analysis in order for the Commission to prepare the review report requested by Article 9 of the Regulation. DG CONNECT of the European Commission intends to use the findings of the study to report to the European Parliament and the Council on the implementation of Articles 3, 4, 5 and 6 of the Regulation.

The study will thus include two specific objectives:

1) Provide the European Commission with factual information about the actual implementation of the net neutrality provisions of the Regulation by National Regulatory Authorities across the EU Member States, in particular the implementation of Articles 3, 4, 5 and 6;

2) Provide the European Commission with an objective quantitative and qualitative assessment of this implementation, looking in particular at the most significant regulatory issues and the way in which the National Regulatory Authorities have implemented their supervision and enforcement tasks. The analysis should pay special attention to any divergences that may have arisen in interpreting and applying the terms of the Regulation, to the way in which National Regulatory Authorities have taken BEREC guidelines into account and how this implementation has contributed to achieving in a coherent manner the objectives of the Regulation of safeguarding an equal and non-discriminatory treatment of traffic in the provision of internet access services and related end-users’ rights across the EU;

The study should assess all the elements of the Regulation related to Articles 3, 4, 5 and 6, paying special attention to the most sensitive issues raised during the preparation of the Regulation and the ensuing BEREC guidelines, including inter alia:

- the protection of the right of end-users to access and distribute information and content, use and provide applications and services, and use terminal equipment of their choice, irrespective of the end-user’s or provider’s location or the location, origin or

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\(^6\) BEREC Guidelines, Paragraph 182

destination of the information, content, application or service, via their internet access service

- the regulatory treatment of commercial practices, in particular of zero-rating;
- the assessment by NRAs of traffic management practices, paying special attention to reasonable traffic management and the three specific exceptions which the Regulation allows for exceptional traffic management;
- the assessment of specialised services and their interaction with the internet access service;
- the implementation by NRAs of the transparency requirements included in the Regulation;
- the interaction of the European rules with existing national laws on net neutrality where relevant.

The study should be finalised by autumn 2018 at the latest, so that Commission services have the necessary time to prepare the report for the Parliament and the Council by 30 April 2019.

Tasks:

1. Collection of information about the actual implementation of the net neutrality provisions of the Regulation by National Regulatory Authorities.

The future contractor should collect any information available that enables a proper quantitative and qualitative analysis of the implementation of the net neutrality provisions of the Regulation.

While the ultimate objective of the Commission report is to review Articles 3, 4, 5 and 6 of the Regulation, as requested by Article 9 of the Regulation, the collection of evidence and its subsequent analysis should not be limited to these articles but should also include any information relevant to the neutrality provisions included in the Regulation, including all the Articles referring to net neutrality therein as well as any information on the BEREC guidelines.

The set of information sources to be used for this task should at least include the following:

- Notifications by Member States to the Commission on the rules on penalties in accordance with Article 6 of the Regulation.
- Annual reports published by the National Regulatory Authorities in accordance with Article 5(1) of the Regulation;
- BEREC report on the implementation of the net neutrality provisions of Regulation 2015/2010 in the context of BEREC Guidelines as foreseen in BEREC’s work programme for 2017;
- Any non-confidential material collected by BEREC under the Regulation and used for the preparation of the above report, including BEREC’s database, statistics, questionnaires or any other material on net neutrality issues.
- Decisions, press releases and any other PR and research material issued by European National Regulatory Authorities (in particular, reports, speeches, studies or analysis) as well as court opinions and decisions related to the Regulation;
- Press releases and any other PR and research material issued by EU telecom operators, industry associations and other related stakeholders, including user and consumer associations, related to the implementation of the Regulation.
- A representative set of studies, commentaries and reports on the Regulation produced by market intelligence companies, analysts and scholars referring to
actual net-neutrality cases and related regulatory decisions taken in the EU under the Regulation.
- Any other material (theses, books, articles, research studies\(^8\), presentations, press releases, blogs, F.A.Q.s, etc.) produced or commissioned by the European Commission and BEREC or by other stakeholders during the legislative procedure of the Regulation, the adoption of the BEREC guidelines in August 2016 and until the start of the study.

2. **Quantitative and qualitative assessment of the implementation of the rules.**

This task can be divided into three sub-tasks:

1. Analysis of the material collected under Task 1. The future contractor should classify and analyse this material with a view to present the overall situation in the area of net-neutrality and the activities by Member States and the National Regulatory Authorities since the entry into force of the Regulation.

   This analysis should include a quantitative analysis of the cases (irrespective of whether they have been closed by a formal decision or not) examined by the National Regulatory Authorities, both on filed and ongoing cases, with a classification of the issues identified by topic and with reference to the specific article in the Regulation (e.g. X NRAs have examined Y cases of zero-rating practices related to Article 3(2)).

   The analysis should also be of qualitative nature, e.g. the study should identify the main aspects of each case, the particular decisions (or decisions to close or not to intervene) taken by the regulators and the grounds for such decisions, with a clear presentation of the link with the Regulation and the BEREC guidelines.

   The future contractor should structure this analysis with reference to the specific articles of the Regulation, so that it is easy to identify the specific provisions that have given rise (or not) to an intervention by the regulator.

   For example, with regards to Article 6, the future contractor should describe with a sufficient level of detail the national rules on penalties applicable to infringements of Articles 3, 4 and 5 as well as the measures specified in Member States to ensure that such Articles are implemented. It should also make a comparative analysis of the penalties between Member States as well as an assessment of the expected effectiveness, proportionality and dissuasive effects of such penalties. The study should include an assessment of those instances where penalties actually applied after NRAs found an infringement.

   Several examples of possible issues with regards to Article 3 include the following: cases where discussions or analysis have gone beyond the scope of the internet access service and have considered other elements such as the interconnection market or the end-users terminals; whether different views exist about the network termination point or the public and private character of some internet access services; issues around commercial practices applied by providers of internet access services, in particular, but not exclusively, on zero-rating practices, where a number of National regulatory Authorise have already taken several decisions; issues around the use of reasonable traffic management and about the practical

implementation by providers of Internet access service of the three exceptions to the prohibition to block or throttle traffic foreseen in Article 3(3); issues related to the provision of specialised services; end-users' complaints on issues related to the open internet access, including on commercial conditions of the services, discriminatory treatment of certain traffic categories, the transparency obligations imposed by Article 4 of the Regulation and the processing of such complaints by operators and regulators; tools used by National regulatory Authorities to identify commercial and technical practices and to measure the impact of specialised services on the Internet Access Service.

The above list is provided just by way of example and the future contractor might likely need to examine other issues not mentioned here, after agreement with the European Commission.

This analysis should enable the Commission to understand which provisions of the Regulation have triggered an intervention by the National regulatory Authorities and whether they have eventually brought about a modification in the behaviour of the providers of internet access to the benefit of end-users, industry and market regulators. The analysis should also identify any possible, present or future, shortcomings or gaps in the Regulation and indicate areas or issues where the Regulation is not sufficiently precise or runs the risk of being implemented in incoherent ways.

2. Running of a survey and a series of interviews with a representative sample of stakeholders (end-users, regulators, governments, providers of internet access service and providers of content, applications and services) and analysis of the results. Ideally this survey and the interviews should only be run after the analysis of the existing evidence in subtask 1 so that the questions can be adapted and fine-tuned in order to obtain additional insights and detailed views on specific issues. The analysis should be structured in a way similar to that in subtask 1.

3. Summary of the main findings of the above tasks, looking in particular into whether the rules have helped, and to what extent, to achieve the objectives of the Regulation. The issues identified during the analysis of the factual information and the survey/interviews should be grouped according to the Articles to which they refer to, and the analysis should assess the degree of effectiveness and efficiency of the provisions.

The report should pay special attention, where relevant, to the degree of coherence between National Regulatory Authorities (and between national courts, in the case of related litigation) when applying the rules and the BEREC guidelines, in particular in cases where the issue at stake seems to be of identical nature (for example in cases of zero rating tariffs, blocking of traffic for network security or congestion, specialised services, transparency policies applied by ISPs, etc.) in order to assess whether any issue identified is arguably the result of an ill-conceived, unclear or insufficient provision or whether it is rather related to the way in which National Regulatory Authorities have enforced the rules. This will also help to assess the extent to which National Regulatory Authorities have taken divergent or convergent approaches in the application of the rules in the light of the BEREC guidelines.

In this task the future contractor should also consider the recommendations and suggestions made by stakeholders to amend the Regulation.

Where issues have been identified that are clearly related to the particular implementation of the rules by national regulatory authorities, the study should
identify suggestions to overcome such issues and make implementation more effective.

This summary should help the Commission in establishing an overall evaluation of the rules and in deciding whether there is any demonstrated need to propose any changes to the rules, taking into account the relatively limited period of application of the rules since the adoption of the Regulation and the need for regulatory stability.

The minimum requirements to be met by the tender are:
Tenders should include a clear description of how tenderers expect to carry out the tasks describe above. Any tender that would fail to include any of these elements will be disqualified.

Tenders that only include a copy of the tasks as described above, without explaining with a sufficient level of detail how they intend to achieve the above objectives, will also be disqualified.

Methodology
The study should be developed following a clear methodology covering all aspects of the study. Tenderers are free to propose the specific methodology, taking into account the context and objectives of the study and the following conditions:

The balance between the efforts devoted to each specific task of the study should be reasonable and well justified. The analysis of today's situation should build on existing analysis and sources of information, including at least the documents listed under Task 1. It is expected that the tenderer will be able to understand and analyse documents produced in all EU official languages.

Tenderers can propose different tools for the analysis of the factual evidence and for running the survey and the interviews. The use of online tools is accepted.

3 DURATION

Duration of the tasks, including the period of approval of the deliverables if applicable, must not exceed 8 months and is subject to the provisions of Article I.3.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

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

Inception study report, specifying the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the inception meeting (see section 4.2 below). 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.

**Interim study report** which will cover tasks 1 & 2. The interim study report shall be made available to the Commission’s services within four months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission's services 5 working days before the first interim meeting in month four (see section 4.2 below). The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised Interim Study Report shall be submitted to the Commission’s services within 2 weeks after the first interim meeting.

**Final study report** shall be made available to the Commission’s services within six months after signature of the contract by the last contracting party. A draft of the final report shall be made available to the Commission's services for information ten working days before the final meeting. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Final study Report shall be made available within two weeks after the final meeting.

### 4.1.2 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 ten paper copies and in electronic format (.doc) 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.

### 4.1.3 Content

#### 4.1.3.1 Final Study Report

The final study 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
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.

Reproduction is authorised provided the source is acknowledged. (optional)

The clause can only be inserted if the following conditions are fulfilled:

- No third-party textual or artistic material is included in the publication without the Copyright holder’s prior consent to further dissemination and reuse by other third parties or:

- An additional notice specifies that the reproduction of the third-party textual or artistic material included in the study is prohibited

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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).

The Final Study Report shall be provided in ten bound paper copies including annexes and in a .pdf format suitable for publication by the Commission’s services on Commission websites. In addition, the executive summary shall be provided in ten bound paper copies (for each of the two languages), and in a .pdf format suitable for publication by the Commission’s services on Commission websites.

4.1.3.2 Publishable executive summary

The publishable executive summary shall be provided 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.

Reproduction is authorised provided the source is acknowledged. (optional)
The clause can only be inserted if the following conditions are fulfilled:

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- An additional notice specifies that the reproduction of the third-party textual or artistic material included in the study is prohibited

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

4.1.3.3 Abstract

The abstract provided both in English and French in the Final study report (see point 4.1.3.) 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.

4.1.3.4 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..

4.1.4 Structure

The Final study report shall include the following sections:

1. Executive summary
2. Section 2 of information about the actual implementation of the net neutrality provisions of the Regulation by National Regulatory Authorities
3. Section 3 on analysis of evidence
4. Conclusions
5. Annexes
4.1.5 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

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

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

Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

Inception meeting
An inception 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. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

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

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

**Monthly conference calls**
In addition to the meetings to be organised in Brussels, a monthly conference call on the state of progress of the study will take place between representatives from the contractor and the Commission.

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

### 4.3 Timetable

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<td>Meeting</td>
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<td>Inception study report</td>
<td>Report</td>
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<tr>
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<td>Meeting</td>
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<tr>
<td>Final study report</td>
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5 TERMS OF APPROVAL OF REPORTS AND DELIVERABLES

5.1 Study report(s)

After reception of each study report included in section 4.1 above, the Commission will have fifteen 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 fifteen 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.

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 information has 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, i.e. 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 Procurement \(^9\) 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/EU \(^{10}\).

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. |

\(^{9}\) See [http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm](http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm)

**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 all 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 form\(^\text{11}\) (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
  Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 3: Financial Identification form\(^\text{12}\) (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 notification 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 form\(^\text{13}\) (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.

\(^{11}\) 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
\(^{12}\) A standard template in each EU language is available http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
\(^{13}\) 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 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.

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.
- 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 250000 (two hundred and fifty thousand). Tenders with a higher total price will be rejected.

### 5 EVALUATION OF TENDERS

The evaluation is based solely 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 Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

#### 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, all 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.\footnote{In case of doubt, the documentary evidence may be requested to all subcontractors 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 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 sub contracting, 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 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.

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

<table>
<thead>
<tr>
<th>Criterion:</th>
<th>Capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evidence (to be provided on request):</td>
<td>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.</td>
</tr>
</tbody>
</table>

15 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;
- if the public entity has completed a VAT registration number in the legal entity form, an official document showing the VAT number.
5.2.2 Economic and financial capacity criteria

<table>
<thead>
<tr>
<th>Criterion:</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual turnover of the last two financial years above EUR 250,000; this criterion applies to the leader in case of a joint tender.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evidence (to be provided on request)</th>
<th>- Copy of the profit and loss accounts for the last two years for which accounts have been closed from each concerned legal entity;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Failing that, appropriate statements from banks;</td>
</tr>
</tbody>
</table>

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 and subcontractors) must comply with the following criteria:

<table>
<thead>
<tr>
<th>Criterion:</th>
<th>Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of telecommunications regulation.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Evidence (to be provided with the tender):</th>
<th>List of three contracts or relevant services with sums, dates and recipients, public or private, accompanied upon request by statements issued by the clients in the fields listed above performed in the past three years, or currently being performed, with a minimum value for each contract of at least EUR 250,000 (two hundred fifty-thousand euros).</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Criterion:</th>
<th>The tenderer must prove capacity to work in all EU official languages</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Evidence (to be provided)</th>
<th>The tenderer must provide references for three projects delivered in the last</th>
</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>Criterion:</th>
<th>The tenderer must prove capacity to draft reports in English.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evidence (to be provided with the tender):</td>
<td>List of three reports in the fields listed above performed in the past three years or currently being performed.</td>
</tr>
<tr>
<td>Criterion:</td>
<td>Experience in survey techniques, literature and data collection, quantitative and qualitative analyses and drafting reports and recommendations.</td>
</tr>
<tr>
<td>Evidence (to be provided with the tender):</td>
<td>List of three projects or reports in the fields listed above performed in the past three years, or currently being performed.</td>
</tr>
<tr>
<td>Criterion:</td>
<td>The team delivering the service should include, as a minimum, the following profiles:</td>
</tr>
<tr>
<td></td>
<td><strong>Project Manager/project management leader:</strong> At least five years’ experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size (at least € 250 000) and coverage (geographical scope at least half of the one subject to this call for tender), with experience in management of team of at least seven people.</td>
</tr>
<tr>
<td></td>
<td>Language quality check: at least two members of the team should have native-level language skills in English or equivalent, as guaranteed by a certificate or past relevant experience.</td>
</tr>
<tr>
<td></td>
<td><strong>Expertise in European law and telecommunications regulation:</strong> Relevant higher education degree and/or five years’ professional experience in the field of telecommunications regulation</td>
</tr>
<tr>
<td></td>
<td><strong>Team for evidence collection and analysis:</strong> collectively the team should have knowledge of all EU languages.</td>
</tr>
<tr>
<td>Evidence (to be provided with the tender):</td>
<td>Concise but informative curricula vitae of team members, with the educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.</td>
</tr>
<tr>
<td>The Europass curriculum vitae template (available at <a href="http://europass.cedefop.europa.eu/documents/curriculum-vitae">http://europass.cedefop.europa.eu/documents/curriculum-vitae</a>) 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.</td>
<td></td>
</tr>
<tr>
<td>Criterion:</td>
<td>Management capability</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Technical award criterion</th>
<th>Maximum score/weighting</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Understanding of the tasks required:</td>
<td>30</td>
<td>15</td>
</tr>
<tr>
<td>1.1. Understanding of specific objectives</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2. Value added in respect of information included in the tender specifications</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16 If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.
<table>
<thead>
<tr>
<th></th>
<th>Technical quality of the tender:</th>
<th>50</th>
<th>25</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Overall relevance, quality, completeness and clarity of the tender</td>
<td>[2.1]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Degree of coverage of the two tasks requested in section 2</td>
<td>[2.2]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Level of detail in the presentation of the steps the tender intends to take to implement the proposed tasks</td>
<td>[2.3]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quality of the methodological approach: Soundness and appropriateness of the proposed quantitative and qualitative analysis methods proposed to implement task 2</td>
<td>[2.4]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quality of information on the approach used to assess whether issues identified during the research are more of regulatory or of implementation nature</td>
<td>[2.5]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Level of detail of the information provided in the tender with regards to the survey and interviews of stakeholders.</td>
<td>[2.6]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quality of information about how the tender intends to integrate the results of the survey in the existing findings under Task 2</td>
<td>[2.7]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Feasibility of the proposed approach and, where relevant, inclusion of contingency scenarios to achieve the objectives of the study.</td>
<td>[2.8]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Quality of the proposed deliverables</td>
<td>[2.9]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Organisation of work :</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>3.</td>
<td>Feasibility to meet the objectives specified in the tender specifications outlined by a workplan or timetable</td>
<td>[3.1]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Adequacy and appropriateness of the overall allocation of time and resources to the study and to each task or deliverable, as well as the level of direct participation of senior staff in performance of the tasks required under these tender specifications and specifying clearly the identity, roles, activities and responsibilities of subcontractor(s)</td>
<td>[3.2]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Adequacy of the quality control system applied to the service foreseen in the tender specifications (the quality of all information supplied to the contracting authority, the deliverables, the language, quality check and continuity of the service in case of absence of a member of the team)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>100</td>
<td>60</td>
</tr>
</tbody>
</table>
Minimum score per criterion (threshold): Tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

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

5.3.2 Price

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

6 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.

\[
S_x = \frac{CP}{PT_x} \times TQS_x
\]

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 II.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, including the structured final data.

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).
## ANNEX I: ADMINISTRATIVE IDENTIFICATION FORM

Study on the implementation of the net neutrality provisions of the TSM Regulation – SMART 2017/0011

### TENDERER’S ID

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal form</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>Country of registration</td>
<td></td>
</tr>
<tr>
<td>Registration number</td>
<td></td>
</tr>
<tr>
<td>VAT number</td>
<td></td>
</tr>
<tr>
<td>Address of registered office</td>
<td></td>
</tr>
<tr>
<td>Contact address (if different)</td>
<td></td>
</tr>
<tr>
<td>URL</td>
<td></td>
</tr>
</tbody>
</table>

☐ The tenderer is Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC.

### AUTHORISED REPRESENTATIVE(S)\(^{17}\)

### CONTACT PERSON

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Forename</td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

**DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):** 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:

\(^{17}\) 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 ON HONOUR ON
EXCLUSION CRITERIA AND SELECTION CRITERIA

Study on the implementation of the net neutrality provisions of the TSM Regulation – SMART 2017/0011

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

<table>
<thead>
<tr>
<th>(only for natural persons)</th>
<th>(only for legal persons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>himself or herself</td>
<td>the following legal person:</td>
</tr>
<tr>
<td>ID or passport number:</td>
<td>Full official name:</td>
</tr>
<tr>
<td>('the person’)</td>
<td>Official legal form:</td>
</tr>
<tr>
<td></td>
<td>Statutory registration number:</td>
</tr>
<tr>
<td></td>
<td>Full official address:</td>
</tr>
<tr>
<td></td>
<td>VAT registration number:</td>
</tr>
<tr>
<td></td>
<td>('the person’)</td>
</tr>
</tbody>
</table>

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations or not:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td></td>
</tr>
</tbody>
</table>

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;  

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;  

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;  

(ii) entering into agreement with other persons with the aim of distorting competition;  

(iii) violating intellectual property rights;  

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;</td>
<td></td>
</tr>
<tr>
<td>d) it has been established by a final judgement that the person is guilty of any of the following:</td>
<td></td>
</tr>
<tr>
<td>(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;</td>
<td></td>
</tr>
<tr>
<td>(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;</td>
<td></td>
</tr>
<tr>
<td>(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;</td>
<td></td>
</tr>
<tr>
<td>iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;</td>
<td></td>
</tr>
<tr>
<td>(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;</td>
<td></td>
</tr>
<tr>
<td>(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;</td>
<td></td>
</tr>
<tr>
<td>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;</td>
<td></td>
</tr>
<tr>
<td>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;</td>
<td></td>
</tr>
<tr>
<td>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:</td>
<td></td>
</tr>
<tr>
<td>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;</td>
<td></td>
</tr>
<tr>
<td>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;</td>
<td></td>
</tr>
<tr>
<td>iii.decisions of the ECB, the EIB, the European Investment Fund or international organisations;</td>
<td></td>
</tr>
<tr>
<td>iv.decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the</td>
<td></td>
</tr>
</tbody>
</table>
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.

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A*</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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 the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situation (c) above (grave professional misconduct)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Situation (d) above (fraud, corruption or other criminal offence)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Situation (e) above (significant deficiencies in performance of a contract)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Situation (f) above (irregularity)</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situation (a) above (bankruptcy)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Situation (b) above (breach in payment of taxes or social security contributions)</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4) declares whether the above-mentioned person is in one of the following situations or not: h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
V. REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate the 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 the 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:

<table>
<thead>
<tr>
<th>Document</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert as many lines as necessary.</td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section</th>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5.2.1. of the tender specifications:

(b) It fulfills the applicable economic and financial criteria indicated in section 5.2.2. of the tender specifications; ☑ ☑ ☒

(c) It fulfills the applicable technical and professional criteria indicated in section 5.2.3. of the tender specifications. ☑ ☑ ☒

(6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender, declares that:

YES ☑ NO ☑ N/A ☐

(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.

☐ ☐ ☐

VIII – 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:

<table>
<thead>
<tr>
<th>Document</th>
<th>Full reference to previous procedure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert as many lines as necessary.</td>
<td></td>
</tr>
</tbody>
</table>

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 ATTORNEY

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

Study on the implementation of the net neutrality provisions of the TSM Regulation – SMART 2017/0011

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.

3) 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].

4) 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:

---

18 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

Study on the implementation of the net neutrality provisions of the TSM Regulation – SMART 2017/0011

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 Regulation 19.

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:

ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS

Study on the implementation of the net neutrality provisions of the TSM Regulation – SMART 2017/0011

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 Regulation20.

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:

---

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Study on the implementation of the net neutrality provisions of the TSM Regulation – SMART 2017/0011

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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Lead partner in a joint offer</th>
<th>All the other partners in a joint offer</th>
<th>Single tenderer (with or without subcontractors)</th>
<th>Subcontractor</th>
<th>Subcontractor – External expert</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative section of the tender</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annex 1: Original Administrative identification form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annex 2: Original Legal Entity Form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
<td>■</td>
</tr>
<tr>
<td>Annex 3: Original Financial Identification form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
<td>■</td>
</tr>
<tr>
<td>Annex 4: Original Declaration of honour with respect to the exclusion criteria and selection criteria (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
<td>■ 21</td>
</tr>
<tr>
<td>Annex 5: Original Power of attorney (see section 2.3, part 2)</td>
<td>■</td>
<td></td>
<td>■</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)</td>
<td>■</td>
<td></td>
<td>■</td>
<td></td>
<td>■</td>
</tr>
<tr>
<td>Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)</td>
<td>■</td>
<td></td>
<td>■</td>
<td></td>
<td>■</td>
</tr>
<tr>
<td>Annex 8: Cover letter for the tender</td>
<td>■</td>
<td></td>
<td>■</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legible photocopy of the statutes of the entity (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
<td>■</td>
</tr>
<tr>
<td>Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
<td>■</td>
</tr>
<tr>
<td>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)</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td></td>
<td>●</td>
</tr>
<tr>
<td>Evidence of financial and economic capacity (see section 5.2.2, part 2)</td>
<td>●</td>
<td>●</td>
<td>●</td>
<td></td>
<td>●</td>
</tr>
</tbody>
</table>

21 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.
| Evidence of Technical and Professional capacity (see section 5.2.3, part 2) | ■ | ■ | ■ | ■ |
| Technical Section of the tender (see section 4.2, part 2) | ■ | ■ | ■ |
| Financial Section of the tender (see section 4.3, part 2) | ■ | ■ | ■ |

22 Only identified subcontractors whose capacity is necessary to fulfil the selection criteria.

23 Only identified subcontractors whose capacity is necessary to fulfil the selection criteria.
ANNEX 8: COVER LETTER FOR THE TENDER

Study on the implementation of the net neutrality provisions of the TSM Regulation – SMART 2017/0011

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:
  ........................................
  ........................................