



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate D: Equality
The Director

Brussels, 07/06/2013
JUST/A/4/JD/ARES(2013)1845641

Dear Sir/Madam,

Subject: Open invitation to tender JUST/2013/RTSL/PR/0015/A4 - Pilot Project for improving the communication between deaf and hard of hearing persons and the EU institutions

1. The European Commission is planning to award the public contract referred to above. Please find enclosed the related tender specification listing all the documents that must be produced in order to submit a tender, and the draft contract
2. If you are interested in this contract, you should submit a tender in one original and three copies in one of the official languages of the European Union.
3. Tenderers shall submit tenders:
 - a) either by post or by courier not later than **20/08/2013**, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the address indicated below.
 - b) or delivered by hand not later than 16.00 on **20/08/2013** to the address indicated below. In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery.

The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Commission holidays.

By post:

CALL FOR TENDERS
JUST/2013/RTSL/PR/0015/A4
European Commission
Directorate-General Justice, Unit A4, MO59 04/021
Procurement Department
B-1049 Brussels
Belgium

By courier or by hand:

CALL FOR TENDERS
JUST/2013/RTSL/PR/0015/A4
European Commission
Directorate-General Justice, Unit A4, MO59 04/021
Procurement Department
Avenue du Bourget 1
B-1140 Brussels (Evere)
Belgium

Tenders must be placed inside two sealed envelopes. The inner envelope, addressed as indicated above, should be marked as follows: "**CALL FOR TENDERS - NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT**". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

4. Tenders will be opened at **10:30 a.m. on 27/08/2013**, at 59 Rue Montoyer, 1040 Brussels.
This opening session will be public. Each tenderer may be represented by not more than one person. At the end of the opening session, the Chairman of the opening committee will indicate the name of the tenderers and the decision concerning the admissibility of each offer received. The prices mentioned in the bids will not be communicated.
5. Tenders must be:
 - signed by a duly authorised representative of the tenderer;
 - perfectly legible so that there can be no doubt as to words and figures.
6. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 6 months from the final date for submission.
7. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specification and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.
8. All costs incurred during the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.
9. Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:
 - Before the final date for submission of tenders:
 - * At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.

Any requests for additional information must be made in writing only to: JUST-A4-CFT@ec.europa.eu

Requests for additional information received less than five working days before the final date for submission of tenders will not be processed.

 - * The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
 - * Any additional information including that referred to above will be posted on
http://ec.europa.eu/justice/newsroom/contracts/index_en.htm
The website will be updated regularly and it is the tenderers' responsibility to check for updates and modifications during the tendering period.
 - After the opening of tenders
 - * If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.
10. This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

11. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
12. Once the Commission has opened the tender, the document shall become the property of the Commission and it shall be treated confidentially.
13. You will be informed of the outcome of this procurement procedure by e-mail. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check it regularly.
14. If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by namely Unit SRD.01: 'Budget, control and ex-post audits' of the Shared Resource Directorate of Directorates-General Home Affairs and Justice, LX 46 00/43, BE- 1049 Brussels. Details concerning the processing of your personal data are available on the privacy statement at:

http://ec.europa.eu/dataprotectionofficer/privacvstatement_publicprocurement_en.pdf.

15. Your personal data may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:
 - the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement on http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm), or
 - the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE)

Yours faithfully,

[signed]

Aurel Ciobanu-Dordea

I. TECHNICAL SPECIFICATIONS

1.1 Title

Pilot Project for improving the communication between deaf and hard of hearing persons and the EU institutions.

1.2 Background

1.2.1 Objectives of the Pilot Project

People who are deaf or hard of hearing use a variety of ways to communicate. Some use sign language. Many can speak even though they cannot hear. To communicate with those that use oral language and can hear, deaf people rely on interpreters and hard of hearing on hearing aids or assistive listening devices; some use written language.

Sign language is used by many people who are deaf or hard of hearing. It is a visually interactive language that uses a combination of hand motions, body gestures and facial expressions. As almost all people who work in the EU institutions, including administrators and MEPs, use oral languages, there is a need to involve sign language interpreters or to provide for real-time texting to enable the communication with citizens who are deaf or hard of hearing or with sign language users in the EU institutions. A substantial part of the difficulties related to the provision of sign language interpretation for all EU languages is related to organisational aspects, in particular the need for advanced planning and booking, coordination and the cost of human resources (including travel and accommodation) as well as infrastructure.

In the Plenary session of 10-13 December 2012, the European Parliament approved funding for a Pilot Project on the development of a Real-Time Sign Language Application and Service. The European Parliament has established the need for such a project as there is currently no direct communication access for deaf or hard of hearing citizens to Members of the European Parliament and administrators of the institutions of the European Union and vice versa with deaf or hard of hearing person inside the EU institutions. A sign language interpreter is almost always needed to enable deaf and hard of hearing people to participate actively inside the EU institutions and this project can be a solution for deaf or hard of hearing persons to follow face-to-face meetings and interviews in the EU institutions.

The overall objective of the project is to improve independent communication and interaction opportunities for deaf and hard of hearing citizens with the EU institutions, such as the European Parliament or the European Commission and vice versa with deaf or hard of hearing persons inside the EU institutions.

The specific goal of this project is to develop a concept for web-based service platform that can be used by any deaf or hard of hearing citizen within the European Union to assist them with real-time live sign language interpretation by a certified sign language interpreter or/and a real-time captioning service in order to enable independent communication with the institutions of the European Union. The platform should be able to handle voice, video and Real time text in a simultaneous and coordinated manner in order to provide seamless interfacing. The concept of the platform will have to be demonstrated through a prototype that will be presented by the contractor during two demonstrations taking place before the European Parliament elections 2014 (see Task 4). The prototype of the platform will be delivered to DG Justice by the end of the contract.

The Pilot Project aims also to incorporate in the above-mentioned concept the necessary elements allowing the use of an internet and handheld-device-based service (preferably off-the-shelf and, if not possible, with adaptations) and to develop an IT application that connects deaf and hard of hearing people to accredited sign language interpreters in member states and captioners during their interaction with the EU institutions and vice versa with deaf or hard of hearing persons inside the EU institutions.

The Pilot Project will be implemented during 2013 and 2014. The information about the solutions developed under this contract will be used by the EU institutions and will also be made available to other bodies and organisations. The results of the project could be used later by other public institutions in the EU member states as a source of inspiration for the development and setting up of similar services.

1.2.2 Justification

Justification for the project comes from the fact that there is currently no easy direct communication access for deaf citizens, including deaf or hard of hearing MEPs and administrators, with the institutions of the European Union. Usually an interpreter would accompany them during the visit to the institution, requiring significant organisational efforts and expenses, including for travel and accommodation, partly due to the shortage of multi-lingual sign language interpreters, in particular English speaking ones in Europe.

Information and communication technologies (ICT) have become much more developed, powerful, widespread and relatively less expensive. They offer flexible and practical solutions for direct sign language communication and remote real-time interpretation that can be accessed using the web, smart phones, or other hand-held devices. In addition, real-time text enhances the ability to communicate independently for hard of hearing users and those who are not trained in sign language.

1.2.3 Legal and policy context

Since 22 January 2011 the EU is a party to the UN Convention on the Rights of Persons with Disabilities ("CRPD") and is bound by it to the extent of its competences¹. It is the first time in its history that the EU, along with its Member States, has concluded an international human rights treaty. At the EU level, by February 2013, all 27 Member States have signed the Convention, and 24 have ratified it, and the other 3 are in the process of doing so. 22 Member States have signed the Protocol and 19 have ratified it. Croatia ratified both the Convention and the Option Protocol.

The Convention marks a paradigm shift in the approach to disability from a medical/charity model to a human rights/social model and it requires States Parties to protect and safeguard all human rights and fundamental freedoms of persons with disabilities. The scope of the Convention is broad and covers a full range of civil, political, economic, social and cultural rights. For the EU, this means ensuring that EU policies, legislative acts and programmes comply with the CRPD provisions. The obligations of the Convention also apply to the EU institutions as a public administration in their dealings with the public as well as in personnel matters.

Article 21 of the Convention (access to information) obliges States Parties to take all appropriate measures to ensure that persons with disabilities can exercise the right to freedom of expression and opinion, including the freedom to seek, receive and impart information and ideas on an equal basis with others, by "accepting and facilitating the use of sign languages, Braille, augmentative and alternative communication, and all other accessible means, modes and formats of communication of their choice by persons with disabilities in official interactions". Article 9 (accessibility), article 24 (education) and article 30 (Participation in cultural life, recreation, leisure and sport) also contain obligations in relation to the use of sign language by deaf persons. The multiannual European Disability Strategy 2010-2020 (the Strategy) was adopted by the Commission on 15 November 2010² in order to support the implementation of the Convention in the EU and at national level.

The Strategy identifies eight main areas. For each area, key actions at EU level for the period 2010-2015 are envisaged to support and supplement national measures. The Strategy also identifies the support needed for funding, research, awareness-raising, statistics, and data collection and monitoring, cooperation with and between the Member States, and the involvement of civil society. The Commission will work together with the Member States to tackle the obstacles to a barrier-free Europe, taking up recent European Parliament and Council resolutions³. This Strategy provides a framework for action at European level, as well as with national action to address the diverse situation of men, women and children with disabilities.

One of the key actions of the Strategy is to explore ways of facilitating the use of sign language in dealing with the EU institutions.

1.2.4 Purpose of the platform to be developed under the present invitation to tender

In daily interactions, citizens, EU administrators and MEPs participate in bilateral meetings, make remote

¹ Council Decision 2010/48/EC concerning the conclusion by the European Community of the UN Convention on the Rights of Persons with Disabilities, <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:023:0035:0061:EN:PDF>

² <http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:52010DC0636>

³ Council Resolutions (SOC 375 of 2 June 2010) and 2008/C 75/01 and European Parliament Resolution B6-0194/2009, P6_TA(2009)0334.

phone calls and take part in events where interaction between those that are deaf and hard of hearing and those that use voice communication is very important. For communication with deaf or hard of hearing, sign language interpretation, real-time text and relevant relay services to facilitate the communication are needed. “Total Conversation” is a platform for such communication. The term Total Conversation is defined by the ITU-T recommendation F.703 as “An audio-visual conversation service providing bidirectional symmetric real-time transfer of motion video, text and voice between users in two or more locations”.

The platform to be developed under this contract should use ICT to minimise the costs that are involved in hiring and physically bringing interpreters or captioners to meetings involving face-to-face communication and interviews, in terms of salary, allowances, travel and accommodation. It should also aim to increase the flexibility and availability of such interpretation or captioning arrangements as currently, considerable forward planning and booking are usually needed. The platform is not intended for use in conference settings where interpretation services are provided.

In the case of remote interpreting or captioning, the interpreter or captioner can work from a remote location — an office, home-based studio or call centre—using a videophone or web camera and television or computer screen. The project should develop a concept for the platform, including all necessary components such as hardware, software, network and interpretation service.

The platform shall be designed for use by the European Commission and the European Parliament, but the concept may later be adopted by member states for use within their own public institutions.

The project should provide for ICT solutions to allow for Total Conversation between the users at the EU institution side and the citizens, considering that at both sides there could be the deaf or hard of hearing person and the interpreter or captioner based somewhere else. The feasibility of the chosen solutions should be demonstrated well before the end of the project period.

I.3 Relevant existing initiatives and developments in all EU member states

Partial solutions to this problem are already available in the market in some member states. The intention of the project is to build on available solutions, to collect directly relevant background information about existing developments that have shown to be working in organisations, companies and/or governments in other countries and to develop a concept for a platform that is feasible, sustainable and appropriate for the needs of a multilingual public administration such as the EU institutions.

The contractor will have first to do research and verify the current situation on the provision of sign language relay services and how they relate to legislation in all member states. The contractor will also identify the current situation in the member states in terms of existing relevant developments and in terms of available resources of sign language interpreters. The latter has to include the accreditation of sign language interpretation as well as its quality delivery during the project.

Furthermore the contractor will provide an overview of existing Total conversation solutions and describe the text relay services.

The Commission is aware of the following non-exhaustive list of relevant initiatives:

a) REACH112 provides solutions for deaf and hard of hearing persons to have equal access to emergency services by improving the access to the emergency number 112 using Total Conversation. It provides more modes of communication for each situation, be it with a live real-time text conversation⁴, sign language, lip reading, voice or any simultaneous combination of these modalities included in the concept of Total Conversation: <http://www.reach112.eu/view/en/index.html>

b) In 2012 the Flemish Minister for Welfare, Jo Vandeurzen (CD & V) launched a project with remote interpreters for the deaf. This project, by making use of remote signing, is designed to improve communication between deaf persons and their environment in order to facilitate and improve everyday activities like talking to family, friends, a doctor, a helpdesk call or a lawyer. The project will run until summer 2014: <http://www.cdenv.be/actua/proiect-afstandstolken-start-op-1-oktober>

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Total Conversation means a standardised concept where you can use video, text and speech at the same time in a call. It can be seen as an extension of the videophone concept by consistent addition of the real-time text medium.

While the existing solutions may not be simply transferable to the EU public administration, some elements could be used for the development of this project. The bidder is asked to check the existing solutions and describe in their offer the relevant elements that could be applied in the EU platform.

Both solutions mentioned above use remote video interpretation for sign language users via a Video relay service (VRS) or video interpreting service (VRI). There are companies in some member states that provide video relay services. A Video relay service, sometimes known as a video interpreting service, is a video telecommunication service that allows deaf, hard of hearing and speech-impaired (D-HOH-SI) individuals to communicate over video telephones and similar technologies with hearing people in real-time, via a sign language interpreter. There is a similar situation related to real-time text relay.

I.4 Purpose of the contract

The overall goal of the contract is to develop a Total Conversation system for communication between deaf and hard of hearing persons and persons using voice communication in the context of the EU public administration, based on the remote provision of the necessary interpretation or captioning services.

One of its aims will be to facilitate a more active participation of deaf and hard of hearing people in the 2014 European Parliament elections.

A platform should be developed as an internet based service using existing technologies⁵ that are available in the market and can be used in each member state and the EU institutions.

For the development of the web based service, IT software applications and handheld services/devices will be essential components during the project. All applications and services which will be used should enable citizens to interact with persons in the EU Institutions, also in the case that one or more of them, on either side, are deaf or hard of hearing people by allowing them to connect to accredited sign language interpreters, or captioners in EU member states through Total Conversation. The platform allowing for Total Conversation should combine voice, real-time text and video (for signing purposes), as appropriate for the specific needs of the users. Application Software should be made available or developed for booking, management of the interpretation and captioning services and maintenance system.

The platform to be developed will facilitate the communication between the citizen in a member state and the person in the EU institution. The platform should also be a communication channel for a) both parties in case they use voice to communicate or if they are deaf and hard of hearing persons and choose to use real time text or signing, and b) for the remote interpreters or captioners.

The project requires the identification and description of the necessary technology (hardware, software and network connections) for an integrated use of audio, text, video as Total Conversation as well as a service for remote sign interpretation and remote captioning⁶, and the development and demonstration of a prototype to be set up in the EU institutions which will use 3 EU working languages⁷. Preferable solutions will use state of the art technologies and network solutions by using existing devices such as PCs, laptops, tablets or other hand-held devices or smartphones. Solutions should interoperate with existing voice communication solutions. It is important to consider the long term feasibility of such a system when addressing the technical aspects and quality of transmission (audio and visual) to be considered in proposing solutions that can be feasible in the long term. These should be analysed and described in detail, making specific reference to the best currently available standards in the sector and include considerations related to safety and security.

The proposed platform will require relevant technology for audio, video and text which can be used in the premises of the EU institutions and at the location of the users and those providing the service in the member states. The contractor should verify if the installation of the platform is possible “in the cloud”. There are various modalities of services in the cloud and the contractor should explore such examples. However it is also possible to test the application in a Virtual Machine, with or without OS and middleware, upon which the contractor will deploy the application. The contractor shall propose, develop and describe the concept of the platform in such a way that it can be set up and maintained as a permanent and sustainable service in the future for citizens in the EU for their ad hoc interactions with the EU institutions in the case that one of them is deaf or hard of hearing using different sign languages. The contractor shall provide a cost-benefit analysis of the

⁵ PCs, laptops, tablets, other hand-held devices or smartphones

⁶ including English.

⁷ The contractor will choose 3 of the 23 official EU languages

proposed platform addressing its maintenance and sustainability⁸.

I.4.1 Tasks to be performed by the contractor

The bid should describe in a detailed and operational way the approach, methodology and work organisation proposed in order to carry out the tasks described in this section in an efficient, effective and coherent way. The bid should describe types of work to be carried out, supplies to be used, human resources to be mobilised and project management methodologies⁹ as well as the overall planning and expected resources allocation. The quantitative parameters of work organisation requirements for the project should be based on estimates of the need to be expected for the services, once they have become available, under three different possible levels of demand: low, medium and high.

The bid should take into account existing state of the art solutions and refer to examples of internet-based solutions implemented in past and on-going projects, and describe how these will be analysed to identify relevant components to build into the development of this project.

The tenderer shall address the sustainability and cost-effectiveness of the system and explain how the specificities of the EU public administration in terms of security will be taken into account in the development of the project.

The project shall be developed and implemented with a meaningful involvement of persons with disabilities, in particular deaf and hard of hearing people, and their representative organisations. In this respect, the tenderer shall explain how this requirement will be fulfilled throughout the project life cycle.

The contract shall be implemented in close consultation with DG Justice (Unit for the Rights of Persons with Disabilities), DG DIGIT for technological matters, DG SCIC for interpretation matters and DG COMM for communication matters.

The contractor shall guarantee the confidentiality of information obtained related to the network infrastructure of the EU institutions and of the technical documentation resulting from the work performed under the contract derived from this Call for Tenders.

When the contract derived from this Call for Tenders comes to an end, the contractor has the obligation to actively collaborate with any possible follow up contractor or supplier or leader with a view to optimising the takeover.

Task 1 Review of current relevant communication practices, technologies and service provision

The contractor shall gather data about the current communication situation and needs of citizens with European and national public institutions in the member states in the case that one of them is deaf or hard of hearing and conduct a review of existing relevant state of the art communication solutions and technologies. The contractor shall identify state of the art Total Conversation technological solutions and related services and internet-based solutions (VRS / VRI) implemented in past and on-going projects.

The review process involves conducting desk research as well targeted research to identify international best practice, technical solutions, existing services and viable models of integrated solutions that could be considered for the development of the EU platform. This task will also include consulting with stakeholders in particular from the deaf and hard of hearing community and their representative organisations in order to properly understand the users' needs and requirements, also as a basis for quantitative needs estimates. In this analytical review, the contractor shall critically identify the technological and service components that would be most suitable to develop the EU platform and that will be further elaborated in the subsequent tasks.

Task 2 - Description of the platform

Based on the elements identified in Task 1, the contractor shall design a platform for the provision of Total Conversation (video, audio and Real time text) that allows for the use of remote sign language interpretation

⁸ The cost benefit analysis should be described in the interim report

⁹ It is recommended to use RUP@EC as project management methodology for developing the IT part of the prototype. Once the contract has been signed with the contractor, a CD copy of RUP@EC's latest version will be made available to the contractor by the European Commission.

and captioning services in a multi-lingual environment.

The platform should enable people in the EU who visit the EU Institutions for an interview, a meeting or a conference, in the case that one of them is deaf or hard of hearing, to communicate in sign language, or real-time text through an IT application that will be used in a device and while making use of a remote interpreter or captioner. The contractor will use the hardware components that are available in the market such as PCs, laptops, and in particular tablets and other hand-held devices and smartphones. The contractor should also explore if installation of the application is possible in the cloud.

The contractor will describe in detail each component of the proposed platform, and the respective technical requirements for their operation as well as usability specifications.

The components of the platform will include:

- any hardware and related equipment that should consist of components available in the market as much as possible;
- the necessary software to operate the proposed technical solution;
- the network aspect to connect all equipment, services and the involved users, interlocutors and interpreters.

The contractor is to verify the existing hand-held devices available in the EU institutions as well as the technology used in the interpretation and VRS/VRI services located in the member states (building on the results of task 1). The contractor should select or develop the most appropriate software to use for the proposed hardware in order to allow for a smooth operation of the platform and effective interaction between all interlocutors involved.

In the description of the platform, the contractor shall explain and resolve any relevant intellectual property issues, as well as any security issues to be considered when operating the platform in the EU institutions networks.

Task 3 - Description of the interpretation service

The platform shall allow deaf and hard of hearing users to connect to accredited sign language interpreters or captioners based in the member states during the users' ad hoc interaction with the EU Institutions or vice versa.

The contractor shall describe in detail the sign interpretation and captioning component of the platform proposed under this contract and how it functions in relation to the technological component of the platform.

The interpreters selected by the contractor, in the first place for the demonstration project, shall have, where available in the country in question, an officially recognised certification on sign language interpretation and proven relevant experience. The interpreters shall be able to interpret using the national sign language of the user, at least one of the working spoken languages of the EU institutions (English, French and German) and the international sign language. All interpreters should be qualified to work in both directions (i.e. into and out of both the sign language and the spoken language in question). Captioners will have to demonstrate relevant experience and competence and be able to work in the three working languages of the EU institutions.

The contractor should describe the proposed for verifying the accreditation of the sign language interpreters to be used. In particular, where formal accreditation systems are available in the country of origin and/or the sign language of the interpreter, these should be set out and respected for the recruitment of interpreters. Where no such accreditation systems are in operation, the contractor should describe in detail which assessment mechanism will be used to verify the competency and professional experience of sign language interpreters recruited, taking into account the specificities of the country/sign language in question.

The contractor should describe the mechanism that should be used to evaluate the professional quality of sign language interpreters to be recruited before taking up an assignment. Details should also be given of what continuous evaluation mechanism would be proposed to assess the quality of interpreters during assignments and provide a quality feedback mechanism.

The contractor should provide details of what standards would be applied concerning professional ethics and

confidentiality issues.

In addition, the contractor needs to describe in detail the booking and invoicing system for the reservation of interpretation services, including the necessary notice for advanced reservation which should allow for as much flexibility as possible. The contractor should also provide details on what payment system would be applied to assignments.

The contractor will provide adequate training on the use of the chosen platform to the interpreters involved in the demonstration project. The training should be given by experts in information technologies and sign language interpretation. The contractor will develop a training module for interpreters, including appropriate training material, for an effective use of the platform and the proper delivery of the service. Similarly, training material and a support service shall be made available for the deaf or hard of hearing user and for the EU officials.

The contractor should define quality or service parameters to monitor performance.

Task 4 - Demonstration of the Platform in the EU institutions

The contractor is asked to carry out at least two demonstration sessions of the proposed platform meeting the requirements defined under task 2 and the complete service using a limited number of languages. The demonstrations will be carried out in the European Commission and the European Parliament premises in Brussels by May 2014.

For the purpose of the demonstrations, the contractor will select three member states to set up the platform and recruit the sign language interpreters.

Particularly, the demonstrations will target a minimum number of five deaf and hard of hearing users visiting and interacting with the EU institutions and five interlocutors that can also be deaf or hard of hearing. The contractor will select the users and the interlocutors and will take care of administration issues and logistics. In the preparation of these steps, the contractor will need to have the approval from DG Justice, Unit of Rights of Persons with disabilities for the choice of the specific instances.

The demonstrations will involve connecting the users and the interlocutors via the platform to sign language interpreters and/or captioners based in three different member states and selected and trained by the contractor for these demonstrations. This will require using at least three national sign languages as well as one working language of the EU institutions (English, French or German). The demonstrations will run at least for 45 minutes each time while the service should be available at least for the full day.

The contractor will organise all practical and logistical aspects necessary to set up and carry out the demonstrations. Prior to the demonstrations, the Commission will sign a service-level agreement (SLA) with the contractor covering the damage of non-delivery, of late delivery, of partial delivery, of malfunction, of underperformance. The related penalties will be evaluated once the demonstration sessions are over.

The first demonstration should present all features defined in task 2. The second demonstration should present the final version of the prototype that will prove the functionality of the system. This version will have to take into consideration all potential comments addressed after the first demonstration.

Prior to the demonstrations, the contractor will have to verify if the software is compatible with the existing network infrastructures within the European Institutions. In the event that the platform becomes a cloud-based service, the demonstration project should be feasible on IT equipment that exists in the EU institutions. In case there would be a need for additional equipment, the contractor will provide (only if the contractor has such equipment) or lease this equipment. Any costs related to the temporary provision of equipment need to be included in the bid.

The contractor will produce a report of the demonstrations a) highlighting any shortcomings and proposing solutions to overcome them and b) describing in precise details what needs to be done in order to make the platform's service operational between the EU institutions and all the member states, also those not involved in the demonstration sessions.

Task 5 - Conceptualising a sustainable EU Platform

a) demand assessment based on three scenarios

The contractor shall provide a cost-benefit analysis of the proposed platform addressing its maintenance and sustainability. The analysis will include requirements of the network, data centres and video services in all member states and EU institutions. The analysis should estimate the cost for 5 years. Moreover, the contractor should provide some proposals/solutions on potential problems regarding the service that are likely to occur.

The contractor will elaborate the concept on the basis of a forecast of expected demands for such service if it was permanently available. This demand forecast needs to be based on realistic parameters of interaction between citizens and the EU institutions. The concept will describe all parameters, including management of the service and technical aspects such as a technical help desk. The contractor should also include in the concept human resources that are required for the functioning and the maintenance and updates of the service.

Based on three scenarios for the expected demand (low, medium and high levels) together with an indication of their likelihood, the contractor shall provide a description of the organisational, technical and infrastructural and human resource requirements that will be necessary to create a sustainable platform for the future. The contractor should also set out the resources which would be necessary within the EU institutions to accompany this platform and to be able to respond rapidly to the foreseeable needs for the service. These quantitative assessments need to be accompanied with realistic cost estimates.

The contractor will also propose ways to disseminate information to the public about this service with the Commission.

b) sustainable platform responding to demand

Based on the outcomes of the Tasks 1 to 4, and the specifications of the platform with its technological, interpretation and service components, and the implementation for the purpose of demonstrations, the contractor shall produce a concept for the implementation of the platform as a fully-fledged service for real-time interpretation and Total Conversation allowing EU citizens to interact with the EU institutions, in the case that one of them is deaf or hard of hearing.

As a technical solution, the prototype has to be future-proof, in the sense that it has to have a high degree of compatibility with the platforms and technologies existing on the market and also within the EU Institutions.

The potential solutions of the prototype must comply with Commission's standards for IT architecture and interpretation services (see annex 5).

As the platform will become web-based, the service should be free of charge for the users and accessible from the web, where possible, via hand-held devices. Devices for the 3 interlocutors involved in each interaction should be considered, as well as the necessary software application. The service component should also be included in the analysis.

The contractor should focus on the option for a future platform being set up as an external service to the institutions and in member states. Thus the cost efficiency and sustainability of the proposed solution should take into account the need for any future service provider to deal with all the technical, organisational and logistic aspects of providing the IT solution and the related interpretation and captioning services. In developing this concept, the contractor shall address the issues of sustainability of the service, cost-effectiveness, its Total Conversation functionality in all EU official languages and connection to all EU Member States, as well as the availability of sign language interpreters and captioners able to operate in a multilingual context.

1.5 DOCUMENTATION TO BE PRODUCED AND TIMETABLE

1.5.1 Inception report

An **inception report** shall be submitted to the Commission at the latest **20 days** after the date of signature of the contract.

The inception report is a crucial component of the tasks under this contract as it determines the activities to be undertaken during the entire life cycle of the contract. The contractor is therefore expected to devote significant resources to this methodological development phase.

The inception report shall detail the methodology that the contractor intends to follow for each of the tasks, and must include at least the following elements:

1. a detailed work plan;
2. an overall timetable providing a managerial overview of activities to be carried out by the contractor;
3. detailed timetables for the individual tasks necessary to carry out the project and achieve the objectives according to the specifications;
4. A general description of the system including at least the platform, devices used, software developments, service aspects and networks.

1.5.2 Interim report

An **interim report** shall be submitted to the Commission at the latest **five months** after the date of signature of the contract. In particular, the interim report should include, as minimum, the following deliverables:

1. Exhaustive information on the progress of the work as well as the plan of activities for the following months to finalise the work;
2. A complete inventory of business requirements and all collected data and information;
3. A thorough analysis of potential options - solutions, based on the expressed business requirements, available COTS solutions, technical possibilities and constraints;
4. On the basis of the collected data and information, a first detailed description of the platform (task 2) and the interpretation service (task 3). as well as first summary on sustainability and cost-effectiveness (task 5);
5. The contractor will provide two practical demonstrations of the technological application in the premises of the European Commission and in the European Parliament by May 2014, as described under task 4.

1.5.3 Final report

The contractor shall submit a **draft final report** to the Commission at the latest **12 months** after the date of signature of the contract. This report shall summarise the work carried out under the different tasks for the technical implementation of the contract in no more than 40 pages and be accompanied by all deliverables listed under section I.4.

The report will describe all steps implemented by the contractor in his work during the contract's duration in order to make the application functional and sustainable. Particularly, the report has to contain the description of the following tasks: hardware (users, interpreters and administration side), software, network, technological solution for Total Conversation, services (interpretation sign language, captioning), demonstration in the EU institutions and the actions that the contractor undertook to extend the service to all EU member states.

The report will consist of the following parts:

PART I

A presentation of the resources and the timing required for the implementation of the application.

PART II

A cost-benefit analysis for each of the tasks involved in Part

I PART III

An explanation of the IT equipment that was used during the demonstration project and whether the demonstration was feasible with off the shelf IT equipment of the EU institutions.

PART IV

A series of documents¹⁰ describing the technical solution used for the prototype:

- Software Architecture Document (SAD)
- Use Case model - use cases describing prototype's features

¹⁰ RUP@EC specific deliverables. Templates will be available to the contractor by the European Commission in the CD copy of RUP@EC.

- Supplementary Specifications - document describing the non-functional technical aspects like performance, security, compliance.

1.5.4 Report format and publication

Three copies of the reports shall be supplied in paper form and one copy in electronic form sent to: just-d3-cft@ec.europa.eu in MS Word and in HTML format.

1.6 MEETINGS WITH THE COMMISSION

A kick-off meeting will take place in Brussels, at the latest 25 days following the signature of the contract, in order to settle all the final details of the tasks to be undertaken.

During the implementation of the contract, the contractor is expected to be available for at least three progress meetings with the Commission to report on operational activities carried out and provisional results.

1.7 DURATION OF PERFORMANCE

Execution of the tasks begins on the date on which the contract enters into force. While respecting the need for the two demonstration projects by May 2014 the duration of the tasks shall not exceed 12 months (corresponding to the deadline for submission of the draft final report). This period is calculated in calendar days.

1.8 PLACE OF PERFORMANCE

The tasks will be performed at the EU institutions premises in Brussels and in the premises where the accredited sign language interpreters or captioners are based in three member states to be proposed by the contractor. However, meetings between the contractor and the Commission will be held at the Commission's premises in Brussels and the demonstration sessions at the European Commission and European Parliament in Brussels.

1.9 ESTIMATE OF THE VOLUME OF THE

CONTRACT The estimated budget is € 750.000.

The estimated budget is indicated in line with the principles of sound financial management, and in particular of economy and value for money.

This is to enable tenderers to submit targeted bids that correspond more closely to the funds available and the needs of the contracting department.

The aim is to clarify the extent of the Commission's requirements and to contribute to transparency and free competition by making known and widely disseminating this information.

This IT application which will be developed during the 12 months of the project is not covered by any other funding of the European Commission.

II. INFORMATION ON TENDERING

11.1 Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement¹¹ concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

11.2 Contractual conditions

In drawing up his offer, the tenderer should bear in mind the provisions of the draft contract attached to this

¹¹ See http://www.wto.org/english/tratop E/gproc e/gp_gpa_e.htm

invitation to tender (Annex 4) particularly those on payments, performance of the contract, confidentiality, and checks and audits. Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

11.3 Joint Tenders (if applicable)

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded. However, the Commission will require the grouping:

- Either to have the contract sign by all members of the grouping. In this case, one of them will be responsible for the receipt and processing of payments for members of grouping, for managing the service administration and for coordination of the contract; or
- to have the contract sign by a team leader, which has been duly authorised by the other members to bind each of them (a power of attorney will be attached to the contract according to the template provided by the Commission).

In addition, the composition and constitution of the grouping, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission which can be withheld at discretion.

11.4 Liability of members of a group

Partners in a joint offer assume **joint and several liability** towards the Commission for the performance of the contract as a whole.

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible¹² for only one part of the contract and another one for the rest, or
- That more than one contract should be signed if the joint offer is successful are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

II.5 Subcontracting

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

Tenderers must ensure that Article II.7 of the contract (Annex 4) can be applied to subcontractors.

Tenderers must give an indication of the proportion of the contract that they intend to subcontract.

Tenderers are required to identify all subcontractors whose share of the contract is above 20%.

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

¹² not be confused with distribution of tasks among the members of the grouping

III. STRUCTURE AND CONTENT OF THE TENDER

111.1 General

Tenders must be written in **one of the official languages** of the European Union.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

111.2 Structure of the tender

All tenders must include three sections:

111.2.1. Administrative information and documents related to the exclusion and selection criteria;

111.2.2. Technical proposal;

111.2.3. Financial proposal.

Section One: administrative proposal

a) **Administrative information**

This section must provide the following information:

- **Cover letter**

The tender must include a cover letter presenting the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single contact person in relation to this tender.

Tenders must be signed by the tenderer or his duly authorised representative. In case of joint tender, the cover letter must be signed by a duly authorised representative for each tenderer, or by a single tenderer duly authorised by other tenderers (with power of attorney).

If applicable, the cover letter must indicate the proportion of the contract to be subcontracted.

- **Legal Entities**

In order to prove their legal capacity and their status, all tenderers and identified subcontractors must provide a signed Legal Entity Form with its supporting evidence.

However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.

The form is available on:

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

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- **Financial identification**

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for

subcontractors and other joint tenderers). The form is available on:

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

Remark: Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

b) Information regarding exclusion and selection criteria:

For the exclusion criteria the tenderer is requested to submit:

1. Declaration by the Tenderer relating to the exclusion criteria (see IV.1)
2. Documents certifying economic and financial capacity (see IV.2.1.)
3. Proof of technical and professional capacity (see IV.2.2.)

Section Two: Technical proposal

This technical section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

Section Three: Financial proposal

All tenders must contain a financial proposal to be submitted **according to the form attached in Annex 3.**

The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- **Prices must be fixed amounts** and include all expenses, such as travel expenses and daily allowances.
- **Prices must be quoted free of all duties**, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.
- Prices shall be fixed and not subject to revision during the performance of the contract.

IV. ASSESSMENT AND AWARD OF THE

CONTRACT The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

Only tenders meeting the requirements of one step will pass on to the next step.

IV. 1 Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex 1), duly signed and dated by an authorised

representative, stating that they are not in one of the situations of exclusion listed in the Annex 1.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 1 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by Directorate General Justice, provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV. 2 Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The evidence requested should be provided by each member of the group in case of joint tender and identified subcontractor whose intended share of the contract is above 20%. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

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.

IV. 2.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderers (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must show that their annual consolidated turnover exceeds 900.000 EUR (average for the past three years).

The following evidence should be provided:

- the completed "Simplified balance sheet" and "Simplified Profit & Loss Account" completed for the last 3 years (Annex 2 must be completed),
- copy of the profit & loss account and balance sheet for the last 3 years for which accounts have been closed,
- Failing that, appropriate statements from banks,
- If applicable, evidence of professional risk indemnity insurance;

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

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by Directorate General Justice, provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in

his situation have occurred.

IV. 2.2. Technical and professional capacity - means of proof

required a. Criteria relating to tenderers

Considering the fact the contractor is expected to deal with both the IT applications (infrastructure and software service), Total Conversation solutions and the sign language services (interpreters), the proposed team for this project must include a minimum of one Project Coordinator, who will be responsible for the project's overall coordination, a minimum of 3 experts/technicians among whom at least 2 must be Senior Experts and at least 2 experts in sign language interpretation services. The team of experts shall have at least one member from an organisation representing people with disabilities at EU level, having a good track record of working at EU level, knowledge and experience of analysis of disability rights and policies. This team composition is meant to be a minimum requirement and the contractor should ensure the necessary support staff for the management of the platform.

For the coordination of the tasks to be performed to carry out the project presented below:

The Project Coordinator for carrying out managerial tasks must have:

- a) a university degree in Project Management or MBA, or any other subject relevant to the subject of the project;
- b) at least five years of professional experience in technological infrastructure and (sign) interpretation services relevant to the subject of the project for "senior staff";
- c) existing organisational structure, support and service management, and staff expertise;
- d) proven ability to perform the co-ordination and the administrative tasks involved in organising and managing contracts and projects at European level, in research and IT projects in relation to the subject matters covered by this call for tenders. The Commission will assess this criterion on the basis, inter alia, of a list of previous activities in this field submitted by the tenderer;
- e) very good knowledge of EU working languages and particularly English to facilitate communication within the working team, and team's ability to work in several Community languages (including those of the new Member States) covering at least the 3 working languages of the Commission (English, French, German); the contractor should ensure that the project contains provision for interpretation and translation if this is considered necessary by the contractor;
- f) ability to act as problem manager (problem solving);
- g) proven knowledge of specific networking solutions, products and tools;
- h) ability to participate in multi-lingual meetings, good communication skills.

For the platform, technical and professional capacity will be assessed on the basis of the following criteria:

At least two team members responsible for carrying out work other than clerical or managerial tasks must have:

- a) a university degree or technical education degree in ICT engineering or information technologies, or any other subject relevant to the subject of the project;
- b) at least five years of professional experience as relevant to the subject of the project for "senior staff";
- c) existing organisational structure and staff expertise;
- d) good knowledge of English in addition to their national language(s);
- e) network infrastructure and geographic coverage;
- f) quality assurance;
- g) capability to stay in line with technological developments;
- h) experience with Total Conversation solutions.

For the sign language interpretation services, the professional capacity will be assessed on the basis of the following criteria:

At least two team members responsible for carrying out work related to the sign language interpretation services must have:

- a) a university degree preferably in Deaf Studies and Sign languages. Tenderers can also apply if they have a university degree in EU law, political sciences, international relations, philosophy, humanities, or any other subject relevant to the subject of the project;
- b) at least five years of professional experience relevant to the subject of the project for “senior staff”;
- c) existing organisational structure and staff expertise;
- d) very good knowledge of English in addition to their national language(s)
- e) proven experience on projects related to sign language interpretation.

The selection criteria to be satisfied jointly by the members of the team are as follows:

- a) managerial and technical ability and qualifications of staff;
- b) proven knowledge in the area of disability rights and policy including at EU level;
- c) linguistic capacity to cover 1) English and 2) French or German and 3) one more official language of the EU apart from those already mentioned.

If several service providers/subcontractors are involved in the bid, they must jointly have the professional and technical capacity to perform the tasks assigned to them.

b. Evidence:

The following evidence should be provided to fulfil the above criteria:

1. Tenderers should provide with their offer detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills. The CV's shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.
2. A list of the principal services of the same type provided in the past five years, with the sums, dates and recipients, whether public or private, of the services provided, together with certificates issued or countersigned by public authorities or by private clients or, failing this, simply declared by the service provider to have been effected;
3. Part of the contract which the service provider intends to subcontract.

IV.3 AWARD CRITERIA

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.

Only bids that have reached a total score of a minimum of 70% and a minimum score of 60% for each criterion will be taken into consideration for awarding the contract.

a) Technical evaluation criteria in their order of importance as weighted by percentage

The quality of the tender will be awarded a score out of 100. The qualitative criteria will be weighted as follows:

N°	Award Criteria	Weighting
1	<p>Approach: demonstration of understanding of the nature of the assignment and the project, its context, objectives, scope, challenges and the results to be achieved.</p> <p>The tenderer should describe in a detailed and operational way the concept including the Total conversation solution, the approach and methodology he proposes to use in order to design the platform integrating both the design of the IT application and the sign language interpretation service and remote captioning. The proposals may use the cloud as a way to deliver the service. The tenderer should explain his conceptual approach for undertaking the project and the process to its demonstration in accordance with the overall purpose and the aims set out in the tender specifications. His main goal is to develop a platform which will be internet based service using existing technologies that are available in the market and can be used in the EU institutions and in each member state.</p> <p>The tenderer should clearly define the issues to be addressed and the nature of the outcome to be achieved.</p> <p>The tenderer should clearly explain if and how his proposed solution builds on existing solutions.</p>	35
2	<p>Methodology: Clarity, relevance coherence and quality of the methodology proposed.</p> <p>The tenderer should describe the way in which the project will be undertaken, i.e. the various steps envisaged, the documentary efforts undertaken, the collection of data necessary and supplies to be used, building on existing state of the art solutions, taking into account and referring to examples of existing internet-based solutions, methodology for providing appropriate and sufficient interpretation/captioning services.</p> <p>The tenderer has also to consider the link with the EU institutions, the involvement of persons with disabilities. The tenderer shall address in all steps the aspects of sustainability and cost-effectiveness.</p>	30
3	<p>Work organisation: composition of the proposed team and level of direct participation of senior staff in performance of the tasks required under this invitation to tender; methods of ensuring the quality, efficiency and consistency of the work and the sustainability of the service; judicious use of resources consistent with the proposed methodology, including match between the tasks and the completion schedule.</p>	25
4	<p>Structure, clarity and level of completeness of the proposal</p>	10
Total number of points		100

b) Price

The contract will be awarded to the tender which offers the **best-value-for-money**.

The evaluation will be made by awarding each tender a number of points calculated as follows:

$$\frac{\text{Number of "quality" points} * 10000}{\text{Price of the tender}}$$

Remarks:

Tenderers' attention is drawn to the fact that the Commission will be in a position to make a proper assessment of the tenders on the basis of the above qualitative criteria only if they contain full particulars relating to all aspects of this specification. Lack of detail and vague and perfunctory information will be penalised.

As the tenders will be evaluated on the basis of the quality of the services proposed, they should fully explore all the points included in this specification so as to obtain the best possible mark.

Simply repeating the guidelines given in the specification of this invitation to tender without going into detail or expanding on them will result in a very poor mark.

Furthermore, if any essential points of this specification are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant quality award criteria.

V. INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

VI. ANNEXES

1. Declaration by the Tenderer (relating to the exclusion criteria)
2. Simplified balance sheet Form + profit & loss account Form
3. Financial offer Form
4. Draft Service Contract
5. Commission's standards for IT architecture and interpretation services)

ANNEX 1**Declaration of honour on
exclusion criteria and absence of conflict of interest**

(Complete or delete the parts in grey italics in parentheses)
 [Choose options for parts in grey between square brackets]

The undersigned *(insert name of the signatory of this form):*

in [his] [her] own name *(for a natural person)*

or

representing the following legal person: *(only if the economic operator is a legal person)*

full official name: official legal form: full official address:

VAT registration number:

> declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

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

> *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-making or control¹³ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

> declares that [the above-mentioned legal person] [he] [she] :

- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;

¹³ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;

> acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties¹⁴ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

SIMPLIFIED BALANCE SHEET

	Currency Unit		
	Year		
	N	N-1	N-2
Assets			
Fixed assets (a)			
Current assets (b = c+d+e)	0	0	0
of which:			
Stocks (c)			
Cash (d)			
Other current assets(e)			
Total assets (A = a+b)	0	0	0
Liabilities (B=f+g)	0	0	0
of which,			
Short term liabilities (f)			
Long term liabilities (g)			
Net assets (Own Funds) (C= A-B)	0	0	0

Name of the tenderer	
Legal representative' s name	
Signature	

ANNEX 2

SIMPLIFIED PROFIT & LOSS ACCOUNT

Currency
Unit

	Year		
	N	N-1	N-2
Operating income			
Operating expenses			
Gross operating profit/loss	0	0	0
depreciation			
Net operating profit/loss	0	0	0
Financial income			
Financial expenses			
Profit/Loss on ordinary activity	0	0	0
19. Extraordinary income			
Extraordinary expenses			
20. Profit tax			
21. Profit/Loss for the financial year	0	0	0

Name of the tenderer	
Legal representative' s name	
Signature	

ANNEX 3

Open invitation to tender JUST/2013/RTSL/0015/A4

Financial offer form

Invitation to tender JUST/2013/RTSL/0015/A4

RESOURCES	Service providers Name of tenderer and, where applicable, names of partners or subcontractors which will perform this task	Level of expertise Senior or junior	Task: e.g. project management	Task : (complete)	Task : (complete)	Task : (complete)	Task : (complete)	Task : (complete)	Add as many columns as necessary for your methodology	TOTAL	Estimated breakdown of price, as a percentage
			Number of days	Number of days	Number of days	Number of days	Number of days	Number of days	Number of days	Number of days	
1											
2											EUR
3, etc.											EUR
TOTAL SENIOR STAFF (persons/days)											EUR
1											EUR
2											EUR
3, etc.											EUR
TOTAL JUNIOR STAFF (persons/days)											EUR
A. OVERALL STAFF TOTAL (PERSONS/DAYS)											EUR
B. TRAVEL AND SUBSISTENCE											EUR
C. OTHER COSTS											EUR

ANNEX 4
DRAFT SERVICE CONTRACT



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate A Civil justice
Unit A4 Programme management

CONTRACT NUMBER JUST/2013/RTSL/0015/A4

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Renatas Mazeika, Head of Unit "Programme management" in the Directorate for Civil justice, Directorate-General Justice (JUST),

of the one part,
and

[official name in

[official legal form] (Delete if contractor is a natural person or a body governed by public

[statutory registration number] Delete if contractor is a body governed by public law. For natural

indicate the number of their identity card or, failing that, of their passport or equivalent [official address in full]

VAT registration number: xxxx

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function,]

In case of joint offers

The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.

of the other part,

HAVE AGREED

to the **special conditions**, the **general conditions for service contracts** and the following annexes:

Annex I - Tender specifications (reference No *[complete]* of *[insert date]*)

Annex II - Contractor's tender (reference No *[complete]* of *[insert date]*)

which form an integral part of this contract (hereinafter referred to as “the contract”).

The terms set out in the special conditions shall take precedence over those in the other parts of the contract.

The terms set out in the general conditions shall take precedence over those in the annexes.

The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).

I - SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT MATTER

1.1.1 The subject matter of the contract is solutions for improving the communication between deaf and hard of hearing persons and the EU institutions.

1.1.2 The contractor shall execute the tasks assigned to it in accordance with the tender specifications annexed to the contract (Annex I).

ARTICLE I.2 - ENTRY INTO FORCE AND DURATION

1.2.1 The contract shall enter into force on the date on which it is signed by the last party.

1.2.2 Under no circumstances may performance commence before the date on which the contract enters into force.

1.2.3 The duration of the execution of the tasks shall not exceed 9 months. Unless otherwise specified, all periods specified in the contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the contract

The period of execution of the tasks may be extended only with the express written agreement of the parties before the expiration of such period.

1.2.4 Contract renewal: not applicable.

ARTICLE I.3 -PRICE

1.3.1 The maximum total amount to be paid by the contracting authority under the contract shall be EUR [*amount in figures and in words*] covering all tasks executed.

1.3.2 Price revision : not applicable

ARTICLE I.4 - PAYMENT ARRANGEMENTS

1.4.1 Pre-financing: not applicable

1.4.2 Interim payment

The contractor shall submit an invoice for an interim payment of EUR [*amount in figures and in words*] Invoices for interim payment shall be accompanied by a progress report or any other document in accordance with the tender specifications. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections or a new progress report or documents if required by the contracting authority.

1.4.3 Payment of the balance

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by the final progress report or any other document in accordance with the tender specifications. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

[Where VAT is due in Belgium, the provisions of the contract constitute a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the contractor includes the following statement in the invoice(s): "Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.] [Where VAT is due in Luxembourg, the contractor shall include the following statement in the invoices: "Commande destinée à

l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ième tiret de la loi modifiée du 12.02.79." In case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC."]

ARTICLE I.5 - BANK ACCOUNT

Payments shall be made to the contractor's bank account denominated in *[euro][insert local currency where the receiving country does not allow transactions in EUR]*, identified as follows:

Name of bank:
Full address of branch:
Exact designation of account holder:
Full account number including [bank] codes:
[IBAN¹⁵ code:]

ARTICLE I.6 - COMMUNICATION DETAILS AND DATA CONTROLLER

For the purpose of Article II.6, the data controller shall be:

European Commission
Directorates-General Home Affairs and Justice
Shared Resources Directorate
Unit SRD.01: Budget, control and ex-post audits
LX 46 00/43
B-1049 Brussels

Communications shall be sent to the following addresses:

Contracting authority:
European Commission Directorate-General
[complete]
[Directorate [complete]]
[Unit [complete]]
[Postcode and city]
Email: *[insert functional mailbox]*

Contractor:
[Full name]
[Function]
[Company name]
[Full official address]
Email: *[complete]*

ARTICLE I.7- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1.7.1. The contract shall be governed by Union law, complemented, where necessary, by the law of Belgium

1.7.2. Any dispute between the parties in relation to the interpretation, application or validity of the contract which cannot be settled amicably shall be brought before the courts of Brussels.

ARTICLE I.8 - EXPLOITATION OF THE RESULTS OF THE CONTRACT

I.8.1 Modes of exploitation

In accordance with Article II.10.2 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

(a) use for its own purposes:

¹⁵ BIC or SWIFT code for countries with no IBAN code.

- (i) making available to the staff of the contracting authority
 - (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
 - (iii) installing, uploading, processing
 - (iv) arranging, compiling, combining, retrieving
 - (v) copying, reproducing in whole or in part and in unlimited number of copies
- (b) distribution to the public:
- (i) publishing in hard copies
 - (ii) publishing in electronic or digital format
 - (iii) publishing on the internet as a downloadable/non-downloadable file
 - (iv) broadcasting by any kind of technique of transmission
 - (v) public presentation or display
 - (vi) communication through press information services
 - (vii) inclusion in widely accessible databases or indexes (viii) otherwise in any form and by any method
- (c) modifications by the contracting authority or by a third party in the name of the contracting authority:
- (i) shortening
 - (ii) summarizing
 - (iii) modifying of the content
 - (iv) making technical changes to the content:
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities
 - providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications
 - (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
 - (vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slideshow, public presentation etc.
 - (vii) extracting a part or dividing into parts
 - (viii) use of a concept or preparation of a derivate work
 - (ix) digitisation or converting the format for storage or usage purposes
 - (x) modifying dimensions
 - (xi) translating, inserting subtitles, dubbing in different language versions:
 - English, French, German
 - all official languages of EU
 - languages used within EU
 - languages of candidate countries
- (d) the modes of exploitation listed in article II.10.4
- (e) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (c) to third parties.

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the contract the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

ARTICLE I.9 - TERMINATION BY EITHER PARTY

Either party may, unilaterally and without being required to pay compensation, terminate the contract by formally notifying the other party by giving one month's notice. Should the contracting authority terminate **the contract, the contractor shall only be entitled to payment corresponding to part-performance of the contract before the termination date. The first paragraph of Article II.14.3 shall apply.**

ARTICLE I.10 - OTHER SPECIAL CONDITIONS

Not applicable.

SIGNATURES

For the contractor,

[Company name/forename/surname/function]

For the Commission,

Mr Renatas Mazeika., *Head of Unit "Programme management" in the Directorate for Civil justice, Directorate- General Justice (JUST),*

signature[s]:

Done at [Brussels], [date]

In duplicate in English.

signature[s]:

Done at Brussels, [date]

II - GENERAL CONDITIONS FOR SERVICE CONTRACTS

Article II.1 - Performance of the contract

- 11.1.1** The contractor shall perform the contract to the highest professional standards.
- 11.1.2** The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the contract under the laws and regulations in force at the place where the tasks assigned to it are to be executed.
- 11.1.3** Without prejudice to Article II.4 any reference made to the contractor's personnel in the contract shall relate exclusively to individuals involved in the performance of the contract.
- 11.1.4** The contractor must ensure that the personnel performing the contract possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- 11.1.5** The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.
- 11.1.6** The contractor shall be solely responsible for the personnel who executes the tasks assigned to the contractor.

The contractor shall stipulate the following employment or service relationships with its personnel:

- (a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;
 - (b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- 11.1.7** In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of a member of the contractor's personnel fails to correspond to the profile required by the contract, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the contract under the same contractual conditions. The contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of personnel.
- 11.1.8** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under this contract. In such an event the contractor shall give priority to solving the problem rather than determining liability.
- 11.1.9** Should the contractor fail to perform its obligations under the contract, the contracting authority may - without prejudice to its right to terminate the contract - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

ARTICLE II.2 - MEANS OF COMMUNICATION

- 11.2.1** Any communication relating to the contract or to its performance shall be made in writing and shall bear the contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this contract.
- 11.2.2** Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.
- Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without

unjustified delay. The sender shall send the original signed paper version without unjustified delay.

- II.2.3** Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.
Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

Article II.3 - Liability

- 11.3.1** The contractor shall be solely responsible for complying with any legal obligations incumbent on it.
- 11.3.2** The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the contract, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.
- 11.3.3** The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the contract, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.
- 11.3.4** The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the contract. In the event of any action brought by a third party against the contracting authority in connection with the performance of the contract, including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.
- 11.3.5** The contractor shall take out an insurance policy against risks and damage relating to the performance of the contract, if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the contracting authority should it so request.

Article II.4 - Conflict of interest

- 11.4.1** The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- 11.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the contract shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- 11.4.3** The contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the contract.
- 11.4.4** The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the contract including subcontractors.

Article II.5 - Confidentiality

- II.5.1** The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the contract and identified in writing as confidential.

The contractor shall:

- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the contract without prior written agreement of the contracting authority;
- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

11.5.2 The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the contract and for five years starting from the date of the payment of the balance unless:

- (a) the concerned party agrees to release the other party from the confidentiality obligation earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

11.5.3 The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the contract, an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

Article II.6 - Processing of personal data

11.6.1 Any personal data included in the contract shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

11.6.2 The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

11.6.3 The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

11.6.4 Where the contract requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.

11.6.5 The contractor shall grant its personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the contract.

11.6.6 The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II.7 - SUBCONTRACTING

- 11.7.1** The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the contract to be de facto performed by third parties.
- 11.7.2** Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this contract.
- 11.7.3** The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this contract, notably by Article II.18.

ARTICLE II.8 - AMENDMENTS

- 11.8.1** Any amendment to the contract shall be made in writing before fulfilment of any new contractual obligations and in any case before the date of payment of the balance.
- 11.8.2** The amendment may not have the purpose or the effect of making changes to the contract which might call into question the decision awarding the contract or result in unequal treatment of tenderers.

ARTICLE II.9 - ASSIGNMENT

- 11.9.1** The contractor shall not assign the rights, including claims for payments, and obligations arising from the contract, in whole or in part, without prior written authorisation from the contracting authority.
- 11.9.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

ARTICLE II.10 - OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**11.10.1 Definitions**

In this contract the following definitions apply:

- (1) 'results' means any intended outcome of the performance of the contract which is delivered and finally accepted by the contracting authority;
- (2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party;
- (3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the contract execution and include rights of ownership and use by the contractor, the creator, the contracting authority and any third parties.

11.10.2 Ownership of the results

The ownership of the results shall be fully and irrevocably acquired by the Union under this contract including any rights in any of the results listed in this contract. Those rights in the results may include copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the contract. The contracting authority may exploit them as stipulated in this contract. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the contract is deemed to include any fees payable to the contractor in relation to the acquisition of rights by the Union including all forms of use of the results.

The acquisition of rights by the Union under this contract covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the contract explicitly provides for it to be treated as a self-contained result.

11.10.3 Licensing of pre-existing rights

The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

11.10.4 Modes of exploitation

The Union shall acquire ownership of each of the results produced as an outcome of this contract which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (b) storage of the original and copies made in accordance with this contract;
- (c) archiving in line with the document management rules applicable to the contracting authority.

11.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this contract or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership of or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

11.10.6 Creators

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to

provide documentary evidence upon request.

11.10.7 Persons appearing in photographs or films

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

11.10.8 Contractor's copyright for pre-existing rights

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year - European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

11.10.9 Visibility of Union funding and disclaimer

When making use of the results, the contractor shall declare that they have been produced within a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

ARTICLE II.11 - FORCE MAJEURE

11.11.1 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the contract, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

11.11.2 A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

11.11.3 The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

11.11.4 The parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE II.12 - LIQUIDATED DAMAGES

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications. Should the contractor fail to perform its contractual obligations within the time-limits set by the contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the contract, the contracting authority may impose liquidated damages for each and every calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

V is the amount specified in Article I.3.1;

d is the duration specified in Article I.2.3 expressed in calendar days.

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

ARTICLE II.13 - SUSPENSION OF THE PERFORMANCE OF THE CONTRACT**11.13.1 Suspension by the contractor**

The contractor may suspend the performance of the contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the contract.

11.13.2 Suspension by the contracting authority

The contracting authority may suspend the performance of the contract or any part thereof:

- (a) if the contract award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred. Suspension shall take effect on the day the contractor receives formal notification, or at a later date provided in the notification. The contracting authority shall give notice as soon as possible to the contractor to resume the service suspended or inform the contractor that it is proceeding with the termination of the contract. The contractor shall not be entitled to claim compensation on account of suspension of the contract or of part thereof.

ARTICLE II.14 - TERMINATION OF THE CONTRACT**II.14.1 Grounds for termination**

The contracting authority may terminate the contract in the following circumstances:

- (a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the contract substantially or calls into question the decision to award the contract;
- (b) if execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account Article II.8.2;
- (c) if the contractor does not perform the contract as established in the tender specifications or fails to fulfil another substantial contractual obligation;
- (d) in the event of force majeure notified in accordance with Article II.11 or if the performance of the contract has been suspended by the contractor as a result of force majeure, notified in accordance with Article II.13, where either resuming performance is impossible or the modifications to the contract might call into question the decision awarding the contract or result in unequal treatment of tenderers;
- (e) if the contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- (g) if the contractor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the applicable law of this contract or those of the country where the contract is to be performed;
- (h) if the contracting authority has evidence that the contractor or natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a **criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests**;
- (i) **if the contracting authority has evidence that the contractor or natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the contract, including in the event of submission of false information**;
- (j) **if the contractor is unable, through its own fault, to obtain any permit or licence required for**

performance of the contract.

11.14.2 Procedure for termination

When the contracting authority intends to terminate the contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to terminate the contract. In the cases referred to in points (a), (b), (c), (e), (g) and (j) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

11.14.3 Effects of termination

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date on which termination takes effect to draw up the documents required by the special conditions for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the contract.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the contract.

ARTICLE II.15 - REPORTING AND PAYMENTS

11.15.1 Date of payment

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

11.15.2 Currency

The contract shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

11.15.3 Costs of transfer

The costs of the transfer shall be borne in the following way:

- (a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,
- (b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,
- (c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

11.15.4 Invoices and Value Added Tax

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the contract reference.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the contract are exempt from taxes and duties, including VAT exemption.

11.15.5 Pre-financing and performance guarantees

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month. Performance guarantees shall cover performance of the service in accordance with the terms set out in the tender specifications until its final acceptance by the contracting authority. The amount of a performance guarantee shall not exceed the total price of the contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfill the following conditions:

- (a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

11.15.6 Interim payments and payment of the balance

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article I.2.3, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

11.15.7 Suspension of the time allowed for payment

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the contract, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the contract in accordance with Article II.14.1(c).

II.15.8. Interest on late payment

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main

refinancing operations in Euros (the reference rate), plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment periods in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

ARTICLE II.16 - REIMBURSEMENTS

11.16.1 Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

11.16.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

11.16.3 Travel expenses shall be reimbursed as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

11.16.4 Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
- (d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
- (e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

11.16.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

11.16.6 Conversion between the euro and another currency shall be made as specified in Article II.15.2.

Article II.17 - Recovery

11.17.1 If an amount is to be recovered under the terms of the contract, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

11.17.2 If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment, up to and including the date when the contracting authority receives the full payment of the amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

II.17.3 If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial

guarantee, where provided for in Article I.4.

ARTICLE II.18 - CHECKS AND AUDITS

11.18.1 The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the contract. It may be carried out either directly by their own staff or by any other outside body authorised to do so on their behalf.

Such checks and audits may be initiated during the performance of the contract and during a period of five years which starts running from the date of the payment of the balance.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

11.18.2 The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of payment of the balance.

11.18.3 The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the contract is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

11.18.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measure which it considers necessary.

11.18.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

11.18.6 The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

Annex I

Tender Specifications (Invitation to Tender No [complete] of [insert date])

Annex II

Contractor's Tender (No *[complete]* of *[insert date]*)

ANNEX 5

Commission's standards for IT architecture and interpretation services