

**TENDER SPECIFICATIONS**

**IPv6 Curricula**  
**SMART 2008/0051**

# TABLE OF CONTENTS

<b>PART 1: TECHNICAL DESCRIPTION</b> .....	<b>1</b>
<b>1 CONTEXT</b> .....	<b>1</b>
<b>2 OBJECTIVES</b> .....	<b>2</b>
<b>3 DURATION</b> .....	<b>3</b>
<b>4 DELIVERABLES, MEETINGS AND TIMETABLE</b> .....	<b>3</b>
4.1 DELIVERABLES .....	3
4.2 MEETINGS.....	5
4.3 TIMETABLE.....	5
<b>5 TERMS OF APPROVAL OF REPORTS</b> .....	<b>6</b>
<b>PART 2: ADMINISTRATIVE DETAILS</b> .....	<b>7</b>
<b>1 ELIGIBILITY REQUIREMENTS</b> .....	<b>7</b>
<b>2 ADMINISTRATIVE REQUIREMENTS</b> .....	<b>7</b>
2.1 DIFFERENT WAYS TO SUBMIT A TENDER .....	7
2.2 JOINT TENDERS AND SUBCONTRACTING.....	7
2.2.1 <i>Joint tenders</i> .....	7
2.2.2 <i>Subcontracting</i> .....	8
2.3 IDENTIFICATION OF THE TENDERER – LIST OF FORMS & EVIDENCES REQUIRED.....	8
<b>3 SIGNATURE OF THE TENDER</b> .....	<b>9</b>
<b>4 LAYOUT OF THE TENDER</b> .....	<b>9</b>
4.1 ADMINISTRATIVE SECTION .....	9
4.2 TECHNICAL SECTION.....	9
4.3 FINANCIAL SECTION.....	9
<b>5 EVALUATION OF TENDERS</b> .....	<b>10</b>
5.1 EXCLUSION CRITERIA .....	10
5.2 SELECTION CRITERIA .....	14
5.2.1 <i>Professional information</i> .....	14
5.2.2 <i>Financial and economic capacity</i> .....	14
5.2.3 <i>Technical background</i> .....	14
5.3 AWARD CRITERIA .....	15
5.3.1 <i>Technical award criteria</i> .....	15
5.3.2 <i>Price</i> .....	16
<b>6 AWARD OF THE CONTRACT</b> .....	<b>16</b>
<b>7 PAYMENT AND STANDARD CONTRACT</b> .....	<b>16</b>
<b>8 VALIDITY OF THE TENDER</b> .....	<b>16</b>
<b>9 ADDITIONAL PROVISIONS</b> .....	<b>16</b>
<b>10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT</b> .....	<b>16</b>
<b>11 NO OBLIGATION TO AWARD THE CONTRACT</b> .....	<b>16</b>
<b>12 RESULTS</b> .....	<b>17</b>
<b>13 DISCLAIMER</b> .....	<b>17</b>
<b>PART 3: ANNEXES</b> .....	<b>18</b>

**ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM ..... 18**

**ANNEX 2: LEGAL ENTITIES FORM ..... 19**

**ANNEX 3: BANK IDENTIFICATION FORM ..... 19**

**ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND  
ABSENCE OF CONFLICT OF INTEREST..... 20**

**ANNEX 5: POWER OF ATTORNEY ..... 22**

**ANNEX 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS..... 23**

### 1 CONTEXT

Information and Communication Technologies are expected to play a major part in driving forward the growth of the EU economy, especially in terms of GDP and employment. It is estimated that a quarter of the European Union's GDP growth is a direct result of ICT.

The i2010 agenda calls for a "Single European Information Space" which would offer affordable and secure high-bandwidth communications, rich and diverse content and digital services. That can be greatly enhanced through the use of the new version of the internet protocol (IPv6). i2010 also looks to creating an inclusive European Information Society through sustainable growth and development with the focus being on better participation and the inclusion of society as a whole<sup>1</sup> which will result in greater use and demand for Internet services.

The European Commission with its Action Plan of 2008 to support the deployment of IPv6 in Europe wishes to support in practice the next generation of Internet and networks that will contribute to the Lisbon Strategy objectives.

Implementation of a new protocol across the Internet means implementation into millions of devices and software components and this will take its time. It will require knowledge and trained personnel. One of the main prerequisites to have a successful deployment of IPv6 in Europe is to ensure that the main actors in the field that are going to implement the new protocol are aware of its capabilities and are adequately trained. Therefore the deployment of the new protocol should be carefully monitored, in particular for what concerns the training and curricula offered by educational institutions and specialised organisations in vocational training. This should provide accurate and useful information on the level and quality of information available to all IPv6 actors so that actions could be devised to ensure a successful and smooth deployment of the new protocol. The need for specialised training has been quoted as priority one by the latest (2007) study on IPv6<sup>2</sup> for its successful deployment in Europe.

In the study of 2007 on IPv6 the cost of training was recognised as being the highest cost for the transition to the new protocol for all actors: infrastructure and application vendors, Internet Service Providers and end-users. Training is at the same time a means to increase awareness and a way to unleash the capabilities of the new protocol in the field. However, convincing industrial early adopters to migrate to IPv6 is difficult as this would involve increased costs on staff training and technical support without obvious short-term competitive advantages to justify their investment. Therefore a careful analysis is required on what are possible incentives for including training on IPv6 and what are the salient issues affecting the process of designing the training for all actors (from infrastructure and application vendors to end-users) so that the necessary groundwork to deploy effectively the new protocol is in place.

The results of this study will be used to adjust the action of Member States and the Commission in the field of specialised training for IPv6 in Europe. Vocational training and long life training curricula should be adapted to the real needs for the deployment of IPv6.

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<sup>1</sup> European Commission. Communication from the Commission of 1 June 2005 to the Council, the European Parliament, the European Economic and Social Committee and the Committee of the Regions - "i2010 - A European Information Society for growth and employment". COM (2005) 229.

<sup>2</sup> Study "Impact of IPv6 on Vertical Markets", October 2007,  
[http://ec.europa.eu/information\\_society/policy/ipv6/docs/complete-report\\_en.pdf](http://ec.europa.eu/information_society/policy/ipv6/docs/complete-report_en.pdf)

## 2 OBJECTIVES

The purpose of this study is to identify the main actors in all sectors and the processes related to the training and dissemination of the new protocol IPv6 and provide mechanisms, incentives and best practices that can help in deploying this new technology efficiently and timely. The results of this study should provide clear recommendations that can be applied in training organisations, public and private, such as higher education and vocational training institutions. Based on the analysis of the study, concrete suggestions should be deriving for actions at governmental level of the EU Member States.

The study should build on expertise developed in previous research projects and support actions funded under the EC Framework Programmes to support IPv6; for example under GÉANT and the NRENs (National Research and Education Networks).

### Tasks:

#### 1. Identification and presentation of the relevant training landscape:

- a. Identify the relevant actors (training institutions, trainees, organisations and bodies involved in training and dissemination) per sector: infrastructure and application vendors, Internet Service Providers and end-users.
- b. Describe the current status in terms of preparedness, offer of training courses etc. per sector.

#### 2. Identification and analysis of the training needs:

- a. Identify and prioritise the training needs per sector.
- b. Analyse and describe the timing and cost to implement training that satisfies those training needs. Special attention should be devoted for training efforts in the case of transition and co-existence of IPv4-IPv6 which is expected to be the short-term realistic situation.

#### 3. Possible training implementations and analysis of relevant training processes:

- a. Develop possible scenarios considering different IPv6 deployments in time and the impact training could have on them.
- b. Present best practices and pilot curricula in different sectors and ways to effectively raise awareness.
- c. Describe the salient issues and mechanisms that could affect the training processes in order to assure an adoption of IPv6 topics in the training agenda of the most important training actors.

#### 4. Recommendations for an efficient incorporation of IPv6 in training curricula:

- a. Suggest direct measures that, if adopted, can influence training multipliers such as "trainers of trainers", important training bodies and organisations.
- b. Suggest recommendations and incentives at governmental level of the EU Member States for training that would enable an efficient and timely deployment of IPv6.

### Methodology:

The contractor should:

- Analyse relevant background documents or other e.g. on-line resources. A reference list should be included in interim and final reports,
- Organise the appropriate consultation working groups for consultation with stakeholders e.g. in the form of meetings, interviews, questionnaires, on-line discussion fora etc. at all sectors relevant to the deployment of IPv6.
- Create/buy and use the appropriate tools e.g. Web site, boards, repositories for dissemination and networking.

### 3 DURATION

Duration of the tasks must not exceed **12 months** and is subject to the provisions of Art. I.2.3 of the contract.

### 4 DELIVERABLES, MEETINGS AND TIMETABLE

#### 4.1 Deliverables

The deliverables listed below must be provided by the contractor:

- **Inception report**, specifying the detailed methodology, a preliminary list of experts and institutions to be consulted, meetings and workshops to be organised, resources, conforming to the objectives provided in the tender and in accordance with the indications provided by the Commission during the inception meeting (see Section 4.2 below). All costs relevant to the above mentioned tasks should be borne by the contractor. Tangible criteria of success should be agreed for tasks described under Part I, Objectives, of this document. The Inception report shall be made available to the Commission's services within 1 month after the start date of the execution of the tasks under the contract.
- **Website with on-line services**, (using an appropriate .eu domain name) for providing:
  - o On-line repository of documents for accessing interim results and discussion papers.
  - o Networking and contact with experts amongst actors for collection of feedback and opinions.
  - o Dissemination of early results and in general awareness on the relevant topics.
  - o On-line catalogue with up-to-date offer of IPv6 related training courses in academia and industry.
- The website and online services should be operational within 1 month after the start date of the execution of the tasks of the contract. A critical mass (target number to be defined by criteria of success) of items should be on-line within 4 months from the start of the contract. To ensure that the website and the online services can be maintained as long as there is a public interest, even after the end of the tasks foreseen in the present contract, the contractor must allow the EC to reuse all the content published on the web platform. The EC may also decide to continue supporting the web platform for a longer period, according to article 126.1 f of the Implementing Rules of the Financial Regulation, by initiating a negotiated procedure in view of concluding a contract for the provision of new services - conforming to the basic project outlined in these tender specifications and consisting in the repetition of similar services - with the economic operator to whom the present contract is awarded under an open procedure.
- **Interim study report** which will report on results regarding the tasks 1, 2 and 3a of chapter 2 Objectives. More specifically it will include the following sections:
  - o **Presentation of the relevant training landscape:**
    - Presentation of the most relevant training institutions in Europe, organisations and bodies involved in training and dissemination. In particular since an important number of professionals are expected to have training needs during the transition IPv4-IPv6 it is of interest to identify the training channels in vocational training per sector: infrastructure application vendors and Internet Service Providers. Also the study should identify training channels (e.g. web fora, specialised press that provide the necessary information to the end-user).
    - Description of the current status in terms of preparedness, offer of training courses etc. per sector by using for example questionnaires and interviews with key stakeholders.
  - o **Identification and analysis of the training needs:**

- Identification of the training needs per sector. A quantitative and qualitative analysis is required per sector providing estimations on the number of trainees per sector and the level of required training.
- Analysis and description of the main cost factors to implement training that satisfies those training needs. Special attention should be devoted for analysing the training efforts in the case of necessary quick transition to IPv6 as well as the rather realistic scenario of a long co-existence of IPv4-IPv6.
- **Training scenario implementations**
  - Development of possible scenarios considering e.g. different IPv6 deployments in time per sector and the impact training could have on them.

The interim study report will also include the roadmap and any preliminary results for the remaining tasks. A draft of the interim study report will be presented and discussed, as needed, in Brussels during a meeting with the Commission's services 5 months after the start date of the execution of the tasks of the contract; the report shall be made available to the Commission's services 10 working days before the meeting.

- **Final study report**, including in minimum the following sections:
  - **Executive summary**
  - **The agreed, and modified if necessary, chapters of the interim report**
  - **Best practices**
    - A description of best practices and pilot curricula in different sectors. The study will cover **EU 27** but will also include an international comparison with other parts of the world like USA, Japan, Korea, China, Australia and Canada
  - **Analysis of training processes**
    - An analysis of the salient issues and mechanisms that could affect the training processes in order to assure an adoption of IPv6 topics in the training agenda of the most important training actors.
  - **Conclusions (with)**
    - Recommendations for an efficient incorporation of IPv6 in training curricula to the relevant stakeholders.
    - Direct measures that, if adopted, can influence training multipliers such as "trainers of trainers", important training bodies and organisations.
    - Brief comparison and positioning of EU efforts on IPv6 training compared to other non EU countries.
    - Recommendations and incentives at governmental level of the EU Member States for training that would enable an efficient and timely deployment of IPv6.
  - **ANNEX**
    - The up-to-date catalogue with the IPv6 related training courses or other material in academia and industry collected on the web
    - References
    - Any tables or statistics

The final study report shall be completed and provided to the Commission's services within 9 months after the start date of the execution of the tasks of the contract; the final study report shall be presented and discussed, as needed, in Brussels during a meeting with the Commission services. The report shall be made available to the Commission's services 10 working days before the meeting. The final study report, as approved by the Commission, shall be provided in 10 bound paper copies together with annexes.

In addition, to support dissemination activities, a **leaflet** with the main outcomes of the study as approved by the Commission in accordance with section 5 below should be produced for dissemination purposes and printed in 200 copies within month 12 at the latest.

Each deliverable will be also delivered in electronic form .PDF format suitable for publication by the Commission’s services on the Commission website.

All deliverables must be drafted in English.

- **Technical report**, describing the execution of the contract and the consumption of the resources including e.g. time-sheets on man/days consumption, travel details, use of consumables, etc. at the latest 12 months after the start date of the execution of the tasks of the contract (as a condition for final payment).

**4.2 Meetings**

**Inception meeting**

A first (kick-off) meeting will be organised by the Commission’s services at the Commission’s premises in Brussels within month 1 after the start date of the execution of the tasks of the contract. The contractor will present the inception report and will have to finalise it on the basis of the outcome of the inception meeting.

**Interim meeting**

An interim meeting during which the contractor will present the interim findings will be held within 5 months after the start date of the execution of the tasks of the contract. It will be organised by the Commission’s services at the Commission’s premises in Brussels. The contractor will have to finalise the interim study report on the basis of the outcome of the interim meeting.

**Final meeting**

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 9 months after the start date of the execution of the tasks of the contract. It will be organised by the Commission’s services at the Commission’s premises in Brussels. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

**Final Workshop**

The final study report as approved by the Commission in accordance with section 5 below will be presented and discussed by the contractor during a final workshop to be held within 12 months after the start date of the execution of the tasks of the contract. The contractor is expected to organise the event (selection of participants, invitations, agenda) and provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop is expected to last 1 day and will be held in Brussels or other place suitable for dissemination purposes in any Member State of the EU to be communicated to the contractor together with the exact date at least two months before the date of the workshop.

The contractor shall bear costs for the participation of his own staff in the meetings described above. The exact dates of the meetings should be agreed upon with the Commission.

**4.3 Timetable**

		1	2	3	4	5	6	7	8	9	10	11	12
	Inception meeting	X											
Inception report		X											
Website operational		X											

Website with critical mass of items					X									
	Interim meeting					X								
Interim study Report						X								
	Final meeting									X				
Final study Report										X				
	Final workshop												X	
Leaflet													X	
Technical report													X	

## 5 TERMS OF APPROVAL OF REPORTS

After reception of each deliverable included in section 4.1 above, the Commission will have 45 calendar days in which:

- to approve it, with or without comments or reservations;
- to reject it and request a new report.

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

Where the Commission requests a new deliverable because the one previously submitted has been rejected, this must be submitted within 30 calendar days. The new report shall likewise be subject to the above provisions.

## **PART 2: ADMINISTRATIVE DETAILS**

### **1 ELIGIBILITY REQUIREMENTS**

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

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

### **2 ADMINISTRATIVE REQUIREMENTS**

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a joint tender or through subcontracting. Tenders may also combine both approaches.

#### **2.1 Different ways to submit a tender**

**Please pay attention to options 1 to 4 below, which describe the different ways of submitting a tender, and make sure that all the documents and evidences required with respect to YOUR tender are submitted.**

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

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

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

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

#### **2.2 Joint Tenders and Subcontracting**

##### **2.2.1 Joint tenders**

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

The partnership may take the form of:

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

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner, designate one of the partners as

lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

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

### **2.2.2 Subcontracting**

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

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

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

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

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

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form<sup>3</sup> (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 3: Financial Identification form<sup>4</sup> (filled in and signed by an authorised representative of the tenderer and his banker)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

### **Options 2 and 4: documents to be provided by each partner**

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form<sup>5</sup> (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (filled in and signed by an authorised representative)

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<sup>3</sup> A standard template in each EU language is available at:  
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

<sup>4</sup> A standard template in each EU language is available at: [http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

<sup>5</sup> A standard template in each EU language is available at:  
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

- Annex 5: Power of attorney (filled in and signed by an authorised representative of each partner)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

**Options 3 and 4: Documents to be provided by each subcontractor** (if the sub-contractor is an **individual external expert** not part of the tenderer's staff, he will have to provide only the letter of intent in Annex 6)

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

### **3 SIGNATURE OF THE TENDER**

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

### **4 LAYOUT OF THE TENDER**

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

#### **4.1 Administrative section**

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.**

#### **4.2 Technical section**

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

#### **4.3 Financial section**

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.
- The price quoted must **be firm and not subject to revision.**
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967), the Communities are exempt from all charges, taxes and dues. Such charges may not therefore be included in the calculation of the price quoted. **The VAT amount must be indicated separately.** VAT

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

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

(a) Professional fees. The daily fee and total number of man/days for each category of staff working on the contract must be specified.

(b) Travel and subsistence expenses. In the event of travel being necessary to carry out the duties specified in the tender, the costs foreseen shall be clearly indicated in the financial section and paid as indicated therein.

(c) Other expenses (outsourced services or supplies, e.g. translation expenses, printing expenses, website development, etc.). For all other expenses the costs indicated in the financial section shall be justified with a direct link to the deliverables of the study, and paid as indicated in the tender.

The part that the tenderer intends to subcontract shall be precisely indicated and detailed. The maximum sub-contracting allowed for this contract is 40% of the total price.

The total price quoted cannot exceed 150.000 euros. Tenders with a higher total price will be rejected.

## **5 EVALUATION OF TENDERS**

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

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

### **5.1 Exclusion Criteria**

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

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

established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

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

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

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

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

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

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

**5.1.4. In addition, for contracts of a value higher than EUR 133.000, ONLY the tenderer to whom the contract is to be awarded** shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

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

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

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

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

### **5.1.5. Administrative and financial penalties**

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.
2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
  - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
  - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

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

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
  - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Community budget for a maximum period of ten years; and/or
  - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
  - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
  - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
  - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);

(d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Communities' financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

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

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

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

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

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.
8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Community budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

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

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

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

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

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

## **5.2 Selection criteria**

The following selection criteria will be used to select the tenderers. If the tender is submitted by partners (as defined under section 2.2 above) these selection criteria must be fulfilled by each partner.

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

### **5.2.1 Professional information**

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

### **5.2.2 Financial and economic capacity**

Criterion:	Sufficient financial and economic standing
Documentary evidence:	Annual income statements and balance sheets or extracts there from for the last two financial years.

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

### **5.2.3 Technical background**

Criterion:	Relevant expertise of the tenderer including subcontractors if any, in the management and conduct of a study, based on surveys, interviews and workshop/conference organisation
Documentary evidence:	List of contracts/activities in the above mentioned fields performed in the past three years, or currently being performed, with details (subject of the study, methodology, price)

Criterion:	Experience, technical knowledge and credibility of proposed team to conduct a study
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience of minimum 3 years in conducting similar studies and organising events.

### 5.3 Award criteria

#### 5.3.1 Technical award criteria

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

<u>Technical award criterion</u>	<u>Maximum score/weighting</u>	<u>Threshold</u>
<b>1. Understanding of the objectives</b> <ul style="list-style-type: none"> <li>Understanding of the objectives and tasks as described in chapter 2.</li> </ul>	<b>20</b>	<b>10</b>
<b>2. Technical quality of the tender</b> <ul style="list-style-type: none"> <li>Completeness and coverage of the scope of the tasks as described in chapter 2: completeness of the methodology to cover all aspects and to provide with required evidence</li> <li>Clarity, credibility and feasibility of the tender (i.e. tasks/study description, and functionality of the approach)</li> <li>Concreteness of the tender (concrete objectives, concrete description of deliverables)</li> <li>Quality of the methodological approach (including methodology to collect and analyse data / Soundness and appropriateness of the proposed analysis tools and data gathering techniques).</li> <li>Quality of the proposed deliverables</li> </ul>	<b>60</b>	<b>30</b>
<b>3. Management</b> <ul style="list-style-type: none"> <li>Balance and adequacy of the allocation of resources and expertise.</li> <li>Sound management: work plan and organisation, effective use of resources</li> </ul>	<b>20</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>	<b>60</b>

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

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

### 5.3.2 *Price*

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

## **6 AWARD OF THE CONTRACT**

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed in section 5.3. The qualitative score obtained for the technical award criteria will be divided by the total price of the tender.

## **7 PAYMENT AND STANDARD CONTRACT**

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

## **8 VALIDITY OF THE TENDER**

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

## **9 ADDITIONAL PROVISIONS**

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

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

## **11 NO OBLIGATION TO AWARD THE CONTRACT**

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

## **12 RESULTS**

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

## **13 DISCLAIMER**

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

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

**PART 3: ANNEXES**

**ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM**

<u>TENDERER'S ID</u>	
Name	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address of registered office	
Contact address (if different)	
URL	
<u>AUTHORISED REPRESENTATIVE(S)<sup>6</sup></u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

<sup>6</sup> Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

## **ANNEX 2: LEGAL ENTITIES FORM**

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

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

## **ANNEX 3: BANK IDENTIFICATION FORM**

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

A standard template in each EU language is available at:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

<b>ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</b>
--

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

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

or

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

official name in full:

official legal form:

official address in full:

VAT registration number:

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

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

In addition, the undersigned declares on their honour:

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

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

- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above<sup>7</sup>.

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

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

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

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

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<sup>7</sup> Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

**ANNEX 5: POWER OF ATTORNEY**

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER  
AND LEAD CONTRACTOR  
**(to be filled in and signed by each of the partners in a joint tender)**

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

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

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

Signed in ..... on **[dd/mm/yyyy]**

Place and date:

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

**ANNEX 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS**

**IPv6 Curricula**

The undersigned: .....

Name of the company/organisation: .....

Address: .....

**Option 1: Company/Organisation**

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

**Option 2: External individual expert**

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as an external expert in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Place and date:

Name (in capital letters) and signature: