

TENDER SPECIFICATIONS

Towards a Future Internet:

Interrelation between Technological, Social and Economic Trends

SMART 2008/0049

TABLE OF CONTENTS

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

PART 3: ANNEXES	19
ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM	19
ANNEX 2: LEGAL ENTITIES FORM	20
ANNEX 3: BANK IDENTIFICATION FORM	20
ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST.....	21
ANNEX 5: POWER OF ATTORNEY	23
ANNEX 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS.....	24

1 CONTEXT

In the recent years a number of researchers and industries worldwide have started considering radically new approaches to Internet design, sometimes called "clean-slate". Indeed, not only the basic Internet protocols are now 30 years old and the Internet scale has increased by many orders of magnitude, but it has also accreted hundreds of additional protocols and extensions which make its management more and more complex. Unforeseen and extremely useful and popular applications, such as skype, wikipedia, facebook, youtube, have sprung up and steered the Internet use into directions which were not initially anticipated, posing demanding technological and policy challenges in different domains such as security, mobility, heterogeneity, ad-hoc connections, complexity.

The solutions found insofar to address these concerns are seen by some observers as "patches" which cannot last forever, and which will require a radical redesign or change of paradigms in the medium or long term. Activities in this direction are taking place in several countries worldwide, e.g. US (FIND/GENI), South Korea, Japan, Canada. At the same time, other observers assert that the current Internet is instead fully scaleable, some even suggesting that efforts to impose a new architecture pose the biggest threat to long term stability and growth.

The concern is that the consequences of any radical rethinking of the Internet are not confined to the technological realm, as nowadays the Internet is not just a technology, but a complex system deeply integrated in the economic and social fabric of our society. Freedom of speech, distributed user-generated encyclopaedia, new applications, have had a profound cultural and economic impact in nearly every sector of our societies. Social networking sites are attracting hundreds of millions of users worldwide, mostly between young people. More in general, the increasing availability of user-generated content fuels the "Web 2.0" revolution. Most of the technological and public policy challenges generated by new applications and services are, however, the same: how for example to deal with the need to protect privacy, the security of online payment systems, the need to respect legitimate Intellectual Property Rights, and the threats posed by spam and phishing.

In summary, it is clear that any radical technological changes in Internet architecture could have unexpected consequences at the economic and social level, and even possibly carry some ethical concerns. Therefore there is a need to add a societal, structural dimension to the Future Internet architectures which are currently being proposed. Everybody, starting from the researchers themselves, through the policy makers to the wider public, should be aware of the possible positive and negative effects and impacts implied by the various technological choices that face us. This is the main motivation for this study.

Activities in this direction have already been undertaken by the EU. The FIRE (Future Internet Research and Experimentation) initiative, launched under objective 1.6 of the ICT programme, has stressed the need to take into consideration the socio-economic impacts of the proposed technologies (see the FIRE reports published on <http://cordis.europa.eu/fp7/ict/fire>¹). FIRE's underlying vision is to consider the Internet as a complex system, hence the need to promote

¹ In particular, one of the proposals selected under the 2nd ICT call objective 1.6, PARADISO (ftp://ftp.cordis.europa.eu/pub/fp7/ict/docs/fire/paradiso_en.pdf or www.paradiso-fp7.eu) aims at creating a think-tank to study the wishes and expectations of citizens on the Future Internet. Its aim is to involve socio-economic players in order to initiate a global debate, using a workshop and conference, on which network and service infrastructures will have to be developed in order to support social, environmental and economic objectives such as a true sustainable development, a more sustainable economic growth, more equally shared resources, eventually the well-being of people around the world. This debate could later lead to new paradigms for network infrastructures and services.

strategic, long-term, multidisciplinary research on new internet concepts allowing European researchers to test new paradigms at large scale, including interactions with end users and communities, in order to measure, compare and validate scientific results and also to provide a realistic basis for a scientifically rigorous impact assessment of network architecture proposals, at economic and social levels (e.g. intelligence into the core, network neutrality and the end-to-end principle, use of open source and open standards).

2 OBJECTIVES

This study is meant to investigate the deep interrelations existing between technological, social and economic trends related to the Future Internet: at first, by analysing how the current Internet evolved to date, its main drivers and effects; then, by discussing the possible technological options for its further development and their likely socio economic impact. It should have clear links to past studies and synergies with current activities in the field, as mentioned in the introduction.

2.1 Specific Objectives:

1) Inferring, from the history and the current evolution of the Internet, relationships between technological and socio-economic trends.

- Original design criteria of the Internet
- The impact of an "open" architecture in terms of innovation and growth
- Evolution of the Internet: trends in terms of number of users and economic value
- Evolution of the Internet: trends in terms of available services (commercial or not)
- Comprehensive compilation of existing studies on Internet trends and in particular on socio-economic aspects (e.g. –but not exclusively- of social networks)
- Identification of the main drivers: academic, technological, industrial, political, social, ...
- Identifying correlations and causality links between trends and drivers
- Regulations in place on the Internet and their impact

2) Defining possible future scenarios and their likely socio-economic impacts (5-10 years or more)

- Current trends for the evolution of the Internet, and proposals for radically new, potentially disruptive approaches or architectures (distributed systems, ad-hoc opportunistic communication, integration of sensor networks, autonomic management, self-configuration, bio-inspired approaches, social networks, etc.)
- Definition of a limited number of possible scenarios, evolutionary or disruptive, considering also technological legacy, environmental and social constraints, governance shift (due to different demography of users and rising China)
- Analysis of the likely impact of regulations on the envisaged scenarios, especially regulation designed to protect and promote competition among service providers, content providers and to protect and promote consumer choice.

- Analysis of the social and economic impact of the different scenarios, in the medium and long-term, including the impact on users and innovation of less open architectures
- Interrelation between Internet and environmental aspects (energy consumption of devices and servers, contribution of the Internet to environmental goals)
- Identification of the current and future societal needs which can be supported/improved by future Internet architectures and the degree to which such needs can usefully be predicted.

3) Based on the above, identifying risks/opportunities for the medium and long term and recommending ways forward and possible concrete actions for the EC

- e.g. methodologies on how to bring the socio-economic dimension into ICT research, possible policy and regulatory measures, focus of future research initiatives related to the Future Internet.

2.2 Methodology:

The methodology to carry out this study should be based on the following complementary and synergic approaches:

- Analysis and compilation of existing surveys on Internet evolutions. Multiple studies have been conducted in recent years on socio-economic aspects related to the Internet. An important sub-objective of this study is to compile in a clear and comprehensive manner all the studies recently conducted on this topic. The Tender should include a list of such studies and be open to analyse further suggestions coming from the Commission's services.
- Consulting the main authorities in the field of Internet developments, both at political and technological level, covering the whole range of different academic and industrial views. Visionary and renowned scientists studying Internet architectures, internet sociologists, industrialists, experts in economic/social aspects and politicians should be duly identified and interviewed, personally or in ad-hoc events organised in order to stimulate brainstorming and eventually a global debate.
- Organisation of multidisciplinary Study/Working groups, Workshops, Conferences, also exploiting co-location or participation to events such as FIRE and Future Network concertation or consultation meetings.
- Setting up of a Web platform for dissemination and awareness creation, allowing also for Social Networking on this issue. The website and online platform should be available since the early phase of the study to collect feedback and opinions. All the data collected and submissions provided throughout the study must be made available on the Web platform and made easily searchable and accessible.

The balance between the efforts devoted to each of these approaches should be reasonable and well justified; in particular, the analysis and compilation of existing studies is expected not to exceed 20% of the total. An appropriate expertise is necessary in order to understand the subject of the study, the issues at stake and the multidisciplinary requested spanning technological, economic, legal, policy and social aspects of the Internet. This expertise coverage may be provided by partners of the consortium, by named subcontractors or by identified experts who will contribute to the work. In all its activities the study should address developments ongoing or planned in the field (FIND, FIRE, EIFFEL, Paradiso, etc) at national, EU or worldwide level, pointing out common trends and regional differences.

3 DURATION

Duration of the tasks must not exceed 20 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, in English and in electronic format, and be made also available on a dedicated .eu website:

- **Inception Report**, specifying the detailed methodology, a preliminary list of experts and entities to be consulted, workshops/conferences 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). The Inception report shall be made available to the Commission's services within 2 months after signature of the contract by the last contracting party.
- **Web platform**, allowing also for Social Networking on this issue. The website and online platform should be available within 2 months after signature of the contract by the last contracting party, in order to disseminate early results, create awareness, contact experts, openly collect feedback and opinions. To ensure that it is maintained as long as there is a public interest in the content and discussions published there, 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.
- **State of the Art Report**: Extensive collection of existing studies, available (for free or for fee) worldwide including US, Japan, South Korea, China and emerging economies. The State of the Art Report shall be made available to the Commission's services within 6 months after signature of the contract by the last contracting party.
- **Interim study report**, which will cover all the objectives of the study, in a comprehensive way and suitable for publication, yet open to further inputs and refinements. The interim study report shall be made available to the Commission's services within 12 months after signature of the contract by the last contracting party. It must be obtained according to the methodology specified in section 2.2, further specified (e.g. as for names of experts to be consulted) in agreement with the Commission's services. It will include at least the following Sections:
 - o Assessing the current socio-economic impact of Internet
 - Clarify which are the possible different perspectives (from industry, academia, operators, etc.)
 - Identify the main drivers and causality links, i.e. technological choices which led to the current Internet society:
 - Impact of Media and Telcos on internet industry (Diff QoS)
 - the end-to-end principle
 - network neutrality

- open source and open standards
 - privacy/security concerns
 - Possible Future Scenarios and their likely socio-economic impacts (5-10 years or more)
 - distributed vs. centralized architectures
 - intelligence into the core
 - Internet governance shifting from West to East
 - Stability of the internet, transition strategies
 - criteria to select the most desirable scenario (based on EU competitiveness, environmental impact, sustainability)
 - Conclusions: risks/opportunities and concrete recommendations to the EC
 - how to bring the socio-economic dimension into ICT research
 - possible policy and regulatory measures
 - focus of future research initiatives related to the Future Internet
- **Final study report**, based on the Interim Study Report and taking into account all observations and comments raised during the Interim discussion and further inputs received through the website and social networking platform. The final study report shall be made available to the Commission's services within 18 months after signature of the contract by the last contracting party. The final study report, including an executive summary not exceeding 15 pages, shall be provided in 100 bound paper copies, and in electronic format suitable for further publication in paper or openly on the web.
- **Technical reports**, describing the resources used for carrying out the study (e.g. time-sheets on man/days consumption, travel details, etc.), to be provided in draft format (for informative purposes only) at months 6 and 12, and in final format at the end of the period of execution of the tasks (as a condition for final payment).

4.2 Meetings and workshops

Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within 1 month after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

Interim meetings

Interim meetings during which the contractor will present and discuss the interim findings will be held every 2 months, starting from the signature of the contract by the last contracting party, and until delivery of the Final Study Report. They will be organised by the Commission's services normally by telephone or videoconference. At maximum two such meetings could be organised 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 meetings held before its delivery date.

Brainstorming (Workshop)

A two-days brainstorming with relevant experts in the field will be organised by the contractor within 6-8 months after signature of the contract by the last contracting party. Between 20 and 40 people are expected to participate in such a brainstorming, to be held in Brussels or other interesting location, agreed with the EC and with equivalent budgetary implications. The contractor shall bear the costs for his own staff and for the invitees/speakers who need travel support or fee (a maximum budget of 20,000 euro can be allocated for these compensations). The

list of invitees and the agenda planning will be defined in strict concertation with the Commission's services.

Interim discussion

An open event, in the form of a one-day workshop or conference, during which the contractor will present and discuss the interim report and proposed conclusions, will be held within 15 months after signature of the contract by the last contracting party, and will be followed up by a discussion taking place on the Web Platform until the end of the study. It will be organised by the contractor at the Commission’s premises in Brussels, or –if duly justified- in other place to be agreed with equivalent budgetary implications. The contractor will finalise the final study report on the basis of the outcome of this Interim discussion. The Interim discussion will be proactively supported through the Web platform, which will also ensure an active follow-up until the end of the study and possibly beyond.

Final Workshop/Conference

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 public workshop to be held within 20 months after signature of the contract by the last contracting party. The contractor is expected to organise the event (list of invitees, invitations, agenda) and provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop will be held in the Commission's premises in Brussels or –if duly justified- in other place to be agreed with the Commission's services with equivalent budgetary implications, and will last 1 or 2 days. The contractor is expected to bear costs related to the participation in the final workshop of his own staff only.

4.3 Timetable

Deliverable ↓	Meeting ↓	Month →	1	2	4	6	8	10	12	14	15	16	18	19	20
	Inception meeting		█												
Inception report				█											
	Interim meetings			█	█	█	█	█	█	█		█			
Web Platform				█	█	█	█	█	█	█	█	█	█	█	█
State of the Art Report						█									
	Brainstorming					█	█								
Interim Study Report									█						
	Interim Discussion										█	█	█	█	
Final Study Report														█	
	Final workshop													█	█
Technical Reports						█			█						█

5 TERMS OF APPROVAL OF DELIVERABLES

After reception of each deliverable included in section 4.1 above, the Commission will have 30 calendar days in which:

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

If the Commission does not react within this period, the deliverable 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 deliverable 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 form² (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 form³ (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 form⁴ (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)

² A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

³ A standard template in each EU language is available at: http://ec.europa.eu/budget/execution/ftiers_en.htm

⁴ A standard template in each EU language is available at:
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, travel and subsistence expenses shall be paid as indicated in the tender.

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

The part that the tenderer intends to subcontract shall be precisely indicated and detailed. The maximum sub-contracting allowed for this contract is 70 % of the total price.

The total price quoted cannot exceed 450,000 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 2 financial years, where publication of the balance sheet is required under company law in the country of establishment; Statement of overall turnover and turnover from contracts in the fields related to this study in the last three 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(s), including subcontractors if any, acquired in the last 3 years, in conducting studies at global level and in particular in the EU, 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, reputation and credibility of proposed team in the fields of Internet Technologies and Socio-economic aspects
Documentary evidence:	Concise but informative curricula vitae of team members, demonstrating professional experience in the above mentioned fields of at least 5 years

Criterion:	Management capability
Documentary evidence:	List of main contracts (e.g. of a value of at least 100,000 euros each) performed by the tenderer(s) (and subcontractor(s), if any) in the last 5 years.

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:

Technical award criterion	Maximum score/weighting	Threshold
1. Understanding of the tasks required Understanding of the subject of study, of the issues at stake and multidisciplinary requested concerning Technological, Economic, Legal, Policy and Social aspects of the Internet.	25	20
2. Technical quality of the tender <ul style="list-style-type: none"> • Concreteness of the tender (detailed and precise workplan, concrete objectives, concrete description of deliverables, specific details about the methodology and the events to be organised) • Flexibility of the scientific workplan, in adapting to new trends and external inputs • Completeness and coverage of the scope, in conformity with the objectives and methodologies specified in Sections 2 • Degree of innovation with respect to existing studies • Quality of the methodological approach (including methodology to collect and analyse data / Soundness and appropriateness of the proposed analysis tools and data gathering techniques) • Capability to interact with all running activities in the field: FIND, FIRE, EIFFEL, Paradiso, etc. (as indicated in Sections 1 and 2) • Sustainability of the discussion platform (website, social networking, study groups) (All the sub-criteria above are of equal relative importance)	50	30

<p>3. Management</p> <ul style="list-style-type: none"> • Feasibility to meet the objectives specified in the tender specifications • Sound and realistic allocation of financial and human resources, including allocation of expertise and of expenses to interact with all running activities in the field • Well justified balance between: a) paper studies/collection/analysis, b) interviews/reporting, c) workshops/conference, d) web platform • Flexibility to rearrange methodologies in case of proven needs or difficulties <p>(All the sub-criteria above are of equal relative importance)</p>	<p>25</p>	<p>15</p>
<p>TOTAL</p>	<p>100</p>	<p>70</p>

Minimum score per criterion (threshold):

Tenders scoring less than the indicated threshold for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

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

5.3.2 Price

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

6 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)⁵</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:

⁵ 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

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

<p style="text-align: center;">ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST</p>

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 above⁶.

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

⁶ 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

**Towards a Future Internet:
Interrelation between Technological, Social and Economic Trends**

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: