

**Study on
Secure eGovernment Services**

TENDER SPECIFICATIONS

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Part 1: Technical description

Study on Secure eGovernment Services

1. CONTEXT

Secure eGovernment is about identifying a balanced policy where concerns of citizens are addressed, while cost effective, efficient and reliable solutions are provided. Governments the world over are now also recognising the need to adapt their services to accommodate their citizens' changing lifestyles, in particular mobility, and thus now taking the provision of e-government services as a priority. On-line services like electronic taxation returns, electronic health records, one time change of address updating by the actual citizen – where all relevant records in multiple locations are updated, provide substantive savings to the government whilst bringing government services to the everyday convenience of the citizen. However, considerable concerns exist on trust and security of eGovernment and public administration services. Issues are wide and include security both for infrastructures and for public services. Costs, inconveniences and lack of trust arising from internet viruses, spamming, spoofing, denial of service attacks, cascade crashes, etc. are enormous for the networks and other critical infrastructures

Furthermore, regarding the trustworthiness of public services, considerable concerns exist on invasion of privacy, fraud, identity theft, 'big brother' etc. The way how security could be achieved is complex and costly, and involves social, legal, and economical issues, in addition to technological.

A spectrum of technologies is available from cryptography to biometrics and smart cards to access controls for enhanced security, and typical applications are in the sectors of combating against terrorism and illegal immigration. Other detailed lists of guidelines also exist, while a balanced and coherent approach to address these issues is not available.

2. OBJECTIVES OF THE STUDY

The objectives of the study are to:

- Analyse and assess technological, organisational, social, economical, legal and regulatory issues for the provision of trusted and secure eGovernment services for citizens and businesses, and to propose a set of recommendations and approaches to address them.

- Investigate user needs, and user awareness and acceptance of secure eGovernment services, in particular based on electronic identity and authentication.

- Identify the issues and concerns and propose coherent technical and policy recommendations on the basis of four workshops in consultation with Member States and other key experts and representatives of public services sectors.

-Provide awareness raising material for key decision makers in Member States and other stakeholders, and run an active website for information exchange and dissemination, on trust and security of eGovernment services.

2.1 Description of the activities

Building on the findings of International, European and National projects, such as GUIDE, the study will consider the following:

Secure eGovernment services strategy

- development of a concept and strategy of citizen and business centred secure egovernment, identifying the technological, legal, organizational, economical and user issues for the provision of secure eGovernment services, through case studies in relevant eGovernment application sectors.

Secure eGovernment services R&D

- proposition of a modular architecture for a coherent approach to secure eGovernment services based on the proposed strategy;
- issues and possible solutions related to pan-European secure eGovernment services, and of integrating different components of them;
- investigation into the user needs, awareness and acceptance of secure eGovernment services;
- recommendations and approaches to for the provision of trusted and secure eGovernment services.

Secure eGovernment services Policies

- eGovernment services threat monitoring and management, and pro-active solutions;
- policy recommendations for the provision of pan-European secure eGovernment services;
- impact assessment of the proposed recommendations and approaches;

Working Group

- identify key experts for advancing the understanding of trusted and secure eGovernment services and their issues on technological, organisational, institutional and governance context;
- set up and run a multi-disciplinary and authoritative secure eGovernment working group of these experts;
- exchange information, identify and analyse with this group barriers and opportunities and form views on possible initiatives or solutions with a European dimension in order to address these barriers and opportunities at European level with a view to advancing secure eGovernment in Europe;
- provide to the members of the working group the results of studies and projects related to the provision of secure e-government services in European (IST) or national research programmes and other eGovernment programmes and activities (such as MODINIS, eTEN, IDA), and a synthesis of them clearly identifying the key achievements, conclusions and recommendations;

- set up and maintain an independent and specific website to support the work of the working group, interact with the wider community interested in eGovernment services, and where information, analysis, reports and results for public use will be posted, after approval by the Commission services and with the intention to post as much as possible material collected and produced within these activities

Workshops, Status monitoring and Dissemination

- organise meetings of the working group, as well as meetings with public administrations from the Member States, the research community, industry, relevant actors and the Commission;
- monitor emerging issues and solutions for secure eGovernment such as those related to citizens rights to good administration, security/privacy, innovative public administrative services, the impact on the delivery of eGovernment services (e.g. private-public partnerships), and services with a potential or actual cross-border / pan-European dimension, and other issues and solutions;
- identify and analyse real life cases that illustrate such issues and provide these where appropriate as good practice cases with their analysis into the eGovernment Good Practice Framework;
- create awareness of trust and secure eGovernment services in general and on the issues related to the European level in particular;

3. DURATION

The study will last 18 months.

The maximum budget allocated to this study is 200.000 €.

4. DELIVERABLES

Documents and reports shall be delivered in English in electronic and paper format. An electronic copy of the reports shall also be made available in a format agreed with the Commission. Two paper copies of all reports and deliverables should be submitted. Exchange of advanced copies as well as other non-formal communications shall take place via electronic mail.

Deliverables addressing the Objectives of the Study in section 2, and the description of activities listed in section 2.1 should be planned and provided at regular intervals, also taking into account the following specific deliverables:

4.1. Specific deliverables

These deliverables shall be produced in stepwise manner throughout the action and intermediate self standing versions shall be produced for dissemination. Specific deliverables are indicated below:

- An inventory of secure eGovernment services issues (technological, organisational, economical, social, legal and regulatory) that are or can become barriers or threats to progress in eGovernment at European level, together with the analysis and assessment of such issues in relation to the advancement of

eGovernment, including their relation to technological, organisational, and institutional aspects.

- A prospective analysis of possible initiatives and solutions at European level to address the issues.
- A trusted and secure eGovernment services working group.
- A website capable of supporting the work of the working group, allowing access to the ongoing work and finding of the study, and provide interactive discussion capability on key issues. All key deliverables should be made available on the website after approval, and in agreement with the Commission.
- Real life cases -provide these where appropriate as good practice cases with their analysis into the eGovernment Good Practice Framework. A shortlist of ten cases should be identified, five of which will be developed into full case studies. The final cases should clearly be able to demonstrate a multiplier effect through their dissemination.

4.2. Project management plan, implementation & communication plan

The proposed project management plan, the implementation & communication plan form an important element of the tender. These two plans will be essential in the evaluation of the quality of the offer. They shall be updated, revised or improved after six months of the start of the study. Revisions to the plan shall be based on information supplied to the contractor by the Commission, and on the contractor's own assessment of progress subject to acceptance by the Commission, their first versions shall be delivered for the kick-off meeting.

The project management plan shall include:

- A credible and verifiable methodology and description of the proposed steps for achieving the objectives of the study;
- A description of the main tasks and identification of the responsible contractor(s);
- Balanced and consistent method of work, and use of relevant and credible expertise to achieve the objectives;
- Use of relevant management charts identifying milestones, deliverables, dependencies, risks and critical path
- Realistic time scale and allocation of resources;
- A credible and verifiable methodology for the preparation and running of the workshops and their reports;
- The methodology of reporting.
- The methodology for quality control of deliverables to be made available on the website.

The implementation & communication plan shall include:

- Strategy to increasingly and efficiently involve stakeholders on secure eGovernment services to identify issues and possible solutions as well as decision makers who can lead the change process.

- Identification of key experts on secure eGovernment services in Member States' administrations, academia, relevant organizations, and in industry;
- Identification of existing activities and sources of information in the areas of this tender;
- Description of the studies on secure eGovernment services and their provisions
- Contributing with relevant information and reports that can be posted onto the tenderer's website;
- a plan for dissemination and promotion of the initiative (e.g. press releases, news releases, participation at relevant events, dissemination material, specific material for target groups, web site information, building and interacting with a community of interest, etc).

4.3. The Workshops

- At least three main workshops will be organized over the duration of the contract in Brussels at the Commission premises. If invited, such workshops may also be organised at EU Member States at the cost of the host organisation, while travel and subsistence costs for the representatives of the contractor necessary to carry out the duties for the organisation of the workshop may be included in the tender.
- The first workshop shall be organised at the beginning of third month of the start of the contract. A second workshop shall be organised at month 10, and the third workshop at month 17. Final dates and subjects of the workshops shall be agreed with the Commission. Additional focussed workshops, as necessary, to address various issues of secure eGovernment services may be organised by the contractor on its own initiative and in agreement with the Commission, or specifically at the request of the Commission. Outputs from such focussed workshops should feed into the three main workshops or to be submitted to the Commission, in high quality content and format.
- Preparatory papers, documents for the organization of each workshop, discussion points and expected outcome will be provided to and agreed by the Commission before being distributed to all participants.

The contractor shall deliver post-workshop report within 15 days. It shall also contain recommended actions to promote further progress and take-up of this action. Where relevant, this shall be taken as an input for the implementation and the communication plans.

The **post-workshop reports** shall include:

- An executive summary of the objectives, results achieved, and recommendations
- High quality synthesis of the discussions
- Presentations, position papers and preparatory papers
- Participants list and their contact details

4.4. Reporting

Quarterly reports to include:

- Report on the achievements so far, focussing on tangible deliverables and achievements and progress against project plan. Deviations of $\pm 10\%$ on time or resource use require specific explanation and identification of corrective action.
- Present updates on:
 - the status of secure eGovernment services identifying technological, organizational, economics, social, legal and regulatory issues and their assessment and analysis; and the status of supporting studies, reports and case analyses
 - possible proposals for alternative approaches and solutions to address secure eGovernment services at European level, and their impacts. the identification of case studies and their inclusion eGovernment Good Practice Framework, when appropriate.
 - areas of secure eGovernment services research that need to be addressed in short, medium and long term, with analysis of justifications, potential impacts, potential benefits and risks, and key players
- Capture the outcome of interactions with experts, through the working group, and the wider community, through workshops and other interactions..

Interim technical report – At the end of 9 months of the study, a coherent report of the methodology and tools used, and achievements and progress should be published following approval by the Commission.

Interim study report – At the end of 9 months of the study, a full report of the human and financial resources used should be submitted to the Commission.

A final technical report at the end of the action. The report shall synthesise the overall results produced and shall contain:

- An executive summary with precise findings, conclusions and recommendations.
- A description of the issues/problems tackled.
- The methodology and supporting evidence used.

A final study report at the end of the action. This report shall include a breakdown of the use of human and financial resources for the whole duration of the action. It shall take the Project Management Plan as a reference.

After reception of each report or deliverable, the Commission will have 30 days to accept or reject the report and the Contractor will have 30 days in which to submit additional information or an adapted report or deliverable.

The new report or deliverable shall likewise be subject to the provision above. Each report or deliverable will be considered approved if the Commission fails to react within 30 days of its receipt.

The contractor will be working in direct consultation of the Commission services (DGINFSO – H2 eGovernment), which steers this action.

The structure and format of the contributions to the web site is to be conceived and implemented in accordance with indications of the Commission and in line with accessibility criteria. . Content of the website will be made available to the Commission at the end of the study in a suitable open standard format ready to be put on the Commission website, and adapted as necessary, and submitted as a separate deliverable at the end of the study. Acceptance will be conditional to the successful adaptation and test use of it at the Commission website.

4.5 Place of work

The Contractor will perform these tasks at his own premises but is requested to work in direct consultation with the Commission services (DG Information Society – eGovernment Unit).

The contractor is required to attend kick-off meeting, quarterly meeting, and additional meetings called by the Commission and considered necessary by the Commission for the working or provision of this Study. Such meetings are to be held in Brussels. In addition, participation of the contractor is required for the specified workshops as set out in section 4.3.

4.6 Project Officer (PO) and project team

The Commission shall nominate a Project Officer responsible for ensuring regular follow-up and for the acceptance of the deliverables.

The contractor shall nominate a Project Manager who has the overall responsibility for the completion of the contract. The curriculum vitae and responsibilities of the Project Manager and the consultants proposed shall be provided as well. The Commission shall be promptly notified for approval of any change of personnel occurring once the contract has been signed.

4.7 Progress monitoring

Following the reports as mentioned in section ‘4.4. Reporting’, a meeting will be organised in Brussels between the contractor, his staff, and the Commission to discuss the results and consequences of the report. The first meeting will be the kick-off meeting which shall take place not later than during the first month of the project and then after each reporting period (every three months).

In addition, the contractor shall update the Commission regularly on the progress and must notify the Commission immediately if there are any significant problems or concerns. In order to maintain close contact between the Project Officer and the contractor, technical follow-up meetings will be organised on an ad-hoc basis whenever

required (a maximum of four technical follow-up meetings are expected to take place in Brussels).

The contractor shall produce the minutes of such meetings within one week. They shall be kept concise and concentrate on major decisions and shall list the open action points for the next reporting period.

Part 2: Administrative details

1. ELIGIBILITY REQUIREMENTS

1.1 Address and deadline for submission of the tender:

You are invited to tender for this study and requested to submit your tender no later than **18th November 2005** either by:

- (a) registered post or by private courier services. In this case the post office stamp or the date on the slip issued by the courier service will constitute proof of compliance with the deadline given above. The offer must be sent to the following postal address:

**European Commission.
DG Information Society/H2 – eGovernment Unit - BU 31 7/87
for the attention of Mr Paul Timmers, Head of unit
B-1049 Brussels**

- (b) or hand delivery by 16.00 hours on the **18th November 2005** at the latest to the following address:

**European Commission
DG Information Society/H2 – eGovernment Unit - BU 31 7/87
for the attention of Mr Paul Timmers, Head of unit
rue de Genève, 1
B-1140 Brussels – Belgium**

In this case, in order to establish proof of the date of deposit, the depositor will receive, from an official in the above-mentioned service, a receipt which will be nominatively signed, dated and time stamped.

Please note that in this case it is the date and time of reception at the Commission services that will count, not the actual date in which it was dispatched.

Late delivery will lead to the exclusion from the award procedure for this contract.

1.2 Presentation of the offer and Packaging

The offer (consisting of 1 original and 3 copies) shall be enclosed in two envelopes, both of which shall be sealed. If self-adhesive envelopes are used, they shall be further sealed with adhesive tape, upon which the depositor's signature must appear. The *outer* envelope should bear, in addition to the address of the above-mentioned Archive Department, the following mention:

INVITATION TO TENDER “Study on Secure eGovernment Services”

**NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE
29/11/05**

The *inner envelope* shall also bear the following mention:

**INVITATION TO TENDER “Study on Secure eGovernment Services”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE
29/11/05
TENDER BY THE FIRM: insert NAME OF THE TENDERER/COMPANY**

1.3 Identification of the tenderer

The tenderer must be clearly identified, and where the tender is submitted by an organisation or a company, the following administrative information and documents must be provided (see **administrative identification form attached as Annex I**):

Full name of organisation/company, **copy of legal status**, registration number, address, person to contact, person authorised to sign on behalf of the organisation (**copy of the official mandate** must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a **bank identification form** must be filled in and signed by an authorised representative of each tenderer and his banker. A standard form is provided in **Annex II** and a specific form for each Member State is available at the following Internet address:

http://europa.eu.int/comm/budget/execution/ftiers_fr.htm.

Tenders must be submitted individually. If two or more applicants submit a joint bid, one must be designated as the lead contractor and agent responsible.

1.4 Tenders must be signed by the tenderer's authorised representative or representatives (preferably in blue or black ink).

1.5 A total fixed price expressed in euro must be included in the tender.

The maximum budget allocated for this action is 200.000 €(two hundred thousand euro)

The contract prices shall be firm and not subject to revision.

1.6 Opening of the tenders

The opening of received tenders will take place on **29/11/05** in the Commission building at Avenue de Beaulieu 31, B – 1160 Brussels. One authorised representative of each tenderer may attend the opening of the tenders.

Tenderers who plan to attend the opening session have to inform Ms Dympna McSweeney by e-mail (dympna.mc-sweeney@cec.eu.int), fax (++ 32 2 2964114) or letter in advance.

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1 Pursuant to Article 29 of Council Directive 92/50/EC relating to public service contracts and to Article 93 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) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed in paragraph 1 (see Annex **III: Exclusion criteria and non-conflict of interest form**). If the tender is proposed by a consortium, this form must be submitted by each partner.

In addition, tenderers must submit evidences that they are not in one of the situation described in point (a), (b), (d), (e) above. If the tender is proposed by a consortium, these evidences must be submitted by each partner.

The contracting authority shall accept as satisfactory evidence that the candidate or tenderer is not in one of the situations described in point (a), (b) or (e) above, production of a recent extract from the judicial record 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.

The contracting authority shall accept as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such certificate is 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.

2.2 Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- (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 contract procedure or fail to supply this information.

The Commission requires a signed declaration upon submission of the tender, equally binding on any sub-contractors that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interest in the context of this invitation to tender; and that

he undertakes to inform the Commission, without delay, of any changes to this situation after the date of submission of the tender.

2.3 Administrative and financial penalties

By returning the form in Annex III, duly signed, 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 2.1 and 2.2 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.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 2.1 and 2.2 above after they have been given the opportunity to present their observations.

These penalties may consist of:

- a) exclusion of the tenderer from contract and grant award procedures financed by the Community budget for a maximum of five years;
- b) the payment of financial penalties by the contractor in the case referred to in f) and by the tenderer in the cases referred to in art 2.2 a) and b) above where they are really serious and without exceeding the value of the contract in question.

The penalties imposed shall be in proportion to the importance of the Contract and the seriousness of the misconduct. In detail, and in accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation (OJ L 357/1 of 31 December 2002), these penalties may be as follows:

- (a) Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers who have been guilty of making false declarations shall also receive financial penalties representing 2% to 10% of the total value of the contract being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 2% to 10% of the total value of the contract in question.

This rate may be increased between 4% and 20% in the event of a repeat offence within five years of the first infringement.

- (b) In the cases referred to in points a), c) and d) of 2.1, the tenderers shall be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in points b) and e) of 2.1 above, the tenderers shall be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment.

Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

- (c) The cases referred to in point e) of 2.1. above shall be the following:
- i. 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);
 - ii. 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);
 - iii. cases of participation 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);
 - iv. cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

3. SELECTION CRITERIA

The following criteria will be used to select the tenderers. If the tender is proposed by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the below-mentioned criteria is required.

3.1 Professional Information

Proof of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment;

3.2 Financial and Economic capacity

Proof of financial and economic standing may be furnished by one or more of the following references:

- annual accounts, balance sheet or extracts there from where publication of the balance sheet is required under company law in the country of establishment;
- statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years;

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial

standing by any other document which the contracting authority considers appropriate.

3.3 Technical Background

The proof of the relevant technical expertise of the tenderer has to cover the following aspects:

3.3.1. Technical knowledge and experience and credibility of proposed team.

Relevant and proven expertise of the tenderer's staff and other applicants' staff, including subcontractors' staff if any, in the last 3 years, in the area eGovernment, modernization and innovation in public administrations, technologies and their applications, research projects and programmes, impact of ICT on organizations, and other issues related to the tender..

Proven competence of the scientific/technical staff and/or access to eGovernment expertise (from academia, public administrations and industry perspectives), case study analysis and web site design and content

Proven and significant technical and managerial expertise and knowledge of the aspects of eGovernment research, and of the related issues, while of no conflict of interest with the proposed activities. Proven results of previous works in the field of eGovernment, as well as understanding of public administrations and governance.

Concise but informative curricula vitae of all professional team members, showing relevant experience in the specific domain of this study, must be included with the tender

3.3.2. Management capability.

Proven experience in the organisation and management of initiatives of interest for public administrations and cooperation between Member States, in particular research programmes.

Documentary evidence of the tenderers' claims in respect of the above-mentioned criteria is required, for example by way of lists of studies, research, previous projects and contracts etc.

Where the services or supplies are provided to contracting authorities, evidence of performance shall be in the form of certificates issued or countersigned by the competent authority

4. AWARD CRITERIA

4.1 Technical criteria

The tenders will be evaluated following the award criteria outlined below producing a total score out of 100%

- (a) Understanding of the task required in relation to the tender (20 %)
- Credibility, knowledge and understanding of the work to be carried out (listed in part 1, for each of the objectives of the study and the description of activities)
 - Further elaboration of the work to be done in the tender, amplifying/enhancing the information provided in the tender documents, with emphasis on how the objectives will be achieved efficiently and effectively.

(All of equal relative importance)

- (b) Technical content of the tender (60%)
- Competitiveness and quality of the technical approach.
 - Degree of innovation of the approach
 - Degree to which all relevant issues are covered.
 - Quality of the tender in terms of innovative research, and implementing policy objectives (where applicable)
 - Methodologies proposed to achieve the objectives and quality of deliverables.
 - Added value of the tender in an EU context
 - Handling the organisation of the workshops driven by well defined objectives, and overall methodology for wide dissemination and acceptance of the results.
 - Quality of the implementation and communication plan

(All of equal relative importance)

- (c) Management (20%)
- Definition of concrete objectives and methodologies for achieving them in stepwise manner, making it possible for timely assessment of progress.
 - Appropriate allocation of experts, resources and teams and organisation.
 - Quality of the project management plan; including adequate risk management and the flexibility to respond to the needs and emerging challenges whilst maintaining a strong sense of purpose.

(All of equal relative importance)

Minimum attainment per criterion

Offers scoring less than 50% for any of the three criteria will be deemed to be of insufficient quality and eliminated from further consideration.

Minimum attainment overall

Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

4.2 Price

Tenders must state a total fixed price in euro exclusively. Prices quoted shall be exclusive of all taxes. The page(s) providing the economic offer must be signed by the tenderer's authorised representative. The price must be broken down into the following categories:

(a) Professional fees: must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) below. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total number of days each member of staff will contribute to the work shall be provided.

(b) Travel and Subsistence Costs: In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence costs shall be reimbursed in accordance with Article II, "Reimbursement", of the contract. **The amount specified in the tender shall be the maximum reimbursable amount.**

(c) Other Costs (if applicable): break down by category

Please note: costs for the participation of speakers or attendees to the workshops will not be reimbursed through the contract. Paragraph (b) above applies to tenderer, partners and subcontractors. Paragraph (b) may also be applied to travel and subsistence costs for members of the working group for up to three physical meetings. Members of the working group and locations of working group meetings must be approved in advance by the Commission.

The European Commission, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, setting up a single Council and a single Commission for the European Community, is exempt from all duties, taxes and dues.

5. AWARD OF THE CONTRACT

The Contract will be awarded to the tender offering the best value for money, which will be the one with the **best price-quality ratio**, taking into account the awarding criteria listed in point 4.

The qualitative score obtained for the technical criteria will be divided by the total price of the tender.

6. 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.

Payment will be made as follows:

- Pre-financing following signature of the Contract: 30% of the total amount referred to in Article 1.3.1 of the contract.
- Interim payment: After approval by the Commission of the Interim technical report, Interim study report, all due deliverables, and the receipt of the related invoice, a maximum of 30% of the total amount referred to in Article 1.3.1 of the contract.
- Balance: After approval by the Commission of the Final Technical Report, Final Study Report, all due deliverables and the receipt of the related invoices.

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.

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.

In drawing up the bid, the tender shall take account of the provisions of the standard contract which include the “General terms and conditions applicable to contracts”

7. VALIDITY

Period of validity of the tender: nine (9) months from the closing date given above.

8. ADDITIONAL PROVISIONS

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

9. LIQUIDATED DAMAGES: see article II.16 of the model contract

10. NO OBLIGATION TO AWARD THE CONTRACT

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

11. RESULTS

The results of the service must be forwarded to the 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.

11. Disclaimer

The following phrase is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer shall 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.

ANNEX I ADMINISTRATIVE IDENTIFICATION OF TENDERER FORM

<u>IDENTIFICATION OF THE TENDERER</u> <i>(to be completed by the tenderer)</i>	
<u>IDENTITY</u>	
Name of tenderer	.....
Legal form of tenderer	.....
Date of registration	.....
Country of registration	.....
Registration number	.....
VAT number	.....
<u>ADDRESS</u>	
Address of Registered Office of the tenderer	..........
When appropriate, administrative address of tenderer for the purposes of this invitation to tender	..........
<u>CONTACT PERSON</u>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager)	
Telephone number	
Fax number	
e-mail address	
Internet address	
Other	

<u>NAMES OF LEGAL REPRESENTATIVES</u>	
And of other representatives of the tenderer who are authorised to sign contracts with third parties	..........
<p align="center"><u>DECLARATION BY THE AUTHORISED REPRESENTATIVE OF THE ORGANISATION:</u></p> <p align="center"><i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i></p>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	.....
Position (e.g. Manager)	.....
Telephone number	.....
Fax number	.....
e-mail address	.....
Internet address	.....
Other	.....

Date of signature:

Signature:

Annex II

FINANCIAL IDENTIFICATION FORM SPECIMEN FOR THE TENDERER

(to be completed by the tenderer and his financial institution)

The tenderer's attention is drawn to the fact that this document is a specimen, and a specific form for each Member State is available at the following address: http://europa.eu.int/comm/budget/execution/ftiers_fr/htm.

SIGNALETIQUE FINANCIER

TITULAIRE DU COMPTE BANCAIRE	
NOM	
ADRESSE	
COMMUNE/VILLE	CODE POSTAL
PAYS	NUMERO TVA
CONTACT	
TELEPHONE	TELEFAX
E - MAIL	

BANQUE	
NOM DE LA BANQUE	
ADRESSE (DE L'AGENCE)	
COMMUNE/VILLE	CODE POSTAL
PAYS	
NUMERO DE COMPTE	
IBAN (optionnel)	

REMARQUES:

CACHET de la BANQUE + SIGNATURE de REPRESENTANT DE LA BANQUE (un des deux obligatoires)

DATE + SIGNATURE DU TITULAIRE DU COMPTE : (obligatoire)

Annex III

EXCLUS

The undersigned:

Name of the company/organisation:

Legal address:

.....

Registration number:

VAT Number:

Name of the signatory of this form (authorised to represent organisation):.....

Declares on his honour that the company or organisation that he represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not been in an analogous situation arising from a similar procedure provided for in national legislation or regulation;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has become final;
- c) has not been guilty of grave professional misconduct proven by any means which the contract is to be performed;
- d) has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in the country where the contract is to be performed;
- e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption or other criminal offence;
- f) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations.

In addition, the undersigned declares on his honour:

that on the date of submission of the tender, the company or organisation he represents and the staff have not undergone any change in this situation which might occur after the date of submission of the tender;

that the information provided to the Commission within the context of this invitation to tender is accurate and complete.

By signing this form, the undersigned acknowledges that he is aware of the administrative and financial

.....

Full name

Date

Signature

ANNEX IV

Destination	daily allowance in €	maximum hotel allowance in €
Germany	74,14	97,03
Austria	74,47	128,58
Belgium	84,06	117,08
Cyprus	50,00	110,00
Denmark	91,70	148,07
Spain	68,89	126,57
Estonia	70,00	120,00
Finland	92,34	140,98
France	72,58	97,27
Greece	66,04	99,63
Hungary	50,00	165,00
Ireland	80,94	139,32
Italy	60,34	114,33
Leetonia	85,00	165,00
Lithuania	80,00	170,00
Luxembourg	82,00	106,92
Malta	60,00	115,00
The Netherlands	78,26	131,76
Poland	60,00	210,00
Portugal	68,91	124,89
Czech Republic	55,00	175,00
United Kingdom	86,89	149,03
Slovakia	50,00	125,00
Slovenia	60,00	110,00
Sweden	92,91	141,77