

TENDER SPECIFICATIONS

Study on Fixed and Mobile Convergence in Europe

SMART 2016/0046

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PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

High performance and reliable networks are the backbone of the Digital Single Market (DSM) which has been identified as one of the 10 political priorities. Completing a Digital Single Market could contribute € 415 billion per year to Europe's economy, create jobs and transform our public services.

The DSM is built on three¹ pillars the first one being a better access for consumers and businesses to digital goods and services across Europe which relies on high performance and trustworthy networks. Our connectivity needs increase continuously primarily driven by video-based communication and generally data transfers. Already today, a 30 Mbps service is stretched by increasing levels of multiple device usage and increasing emphasis is put not only on the need of download speed but also on other technical parameters like upload (for cloud services) and latency (5G applications). All digital services, applications and content depend on the availability of high-performance, secure and trustworthy communication infrastructures.. This requires a strong competitive and dynamic telecoms sector to carry out necessary investments to unlock opportunities by enabling integration between technological innovations and very high performance networks.

Today the telecoms sector is undergoing structural changes and the trend towards convergence and consolidation is reshaping the communications market landscape. Indeed, in the context of communication networks there are several levels of on-going and future convergence i) on the infrastructure level, fixed networks are used today to offload a major part of wireless traffic from mobile networks via WiFi and access to fixed networks infrastructure will become more and more important for small cell deployment following the trend of network densification on the path towards 5G. Also a stronger integration of core and backbone networks for fixed and mobile infrastructure is conceivable; ii) on the service level, consumer habits and expectations have evolved leading to a demand of almost seamless delivery of voice and data services on a variety of devices independent of their current mode of connection to fixed or mobile networks. While this trend has been started a while ago with the introduction of x-tuple play offers, further integration can be expected; and iii) on the market level, several transactions between fixed and mobile operators have been observed, also as a consequence of the above.

Finally, the growing role of broadband for the consumption of audio visual content points towards a convergence of broadcast-broadband services, which has an additional impact on fixed and mobile networks and brings in an additional economic and market aspect of convergence between telecommunication and broadcast networks.

As explained above, new connectivity needs will challenge network architectures and fixed mobile convergence is both a reaction to and driver of this paradigm of ubiquitous connectivity. At the same time, future ubiquitous connectivity can partly only be reached through pro-investment regulation and funding and in addition other policy measures need to be set in place. One such possibility to address gaps and bottlenecks in (mobile) connectivity are coverage obligations linked to the rights of use of spectrum (e.g., in the

¹ The DSM pillars are i) Access; ii) Environment: creating the right conditions and a level playing field for digital networks and innovative services to flourish; and iii) Economy & Society: maximising the growth potential of the digital economy

800MHz and 700MHz bands) in line with the general aim of more efficient use of spectrum. In this context better and generally accepted ways to assess coverage by measuring network parameters such as quality, reliability and trustworthiness are of paramount importance. An EU-wide common understanding on coverage/connectivity will not only help to enforce the fulfilment of coverage obligations, but also enable a targeted use of a mix of various policy instruments on the way towards ubiquitous connectivity.

The Commission has been monitoring fixed and mobile broadband markets in different studies and with different perspectives, inter alia, prices - [broadband retail prices](#), [mobile retail prices](#)- and coverage- [broadband coverage](#) before. The Commission publishes and analyses the data on broadband retail prices in its [Digital Scoreboard](#) as well as in the [Digital Economy and Society Index \(DESI\)](#). Eurostat collects indicators on fixed and mobile broadband that are public [alone](#) and as part of our Digital Economy and Society Index - [DESI](#).

The European Commission will use this one-time study in two ways:

- i) To gain evidence on the impact of fixed and mobile convergence and, most importantly, to assess how to leverage fixed-mobile convergence to improve connectivity in Europe on the basis of high-performance and reliable networks. In this context, new market developments translate into wider technology choice and services availability from a consumer perspective, and it is of the utmost importance to know the state of play of how fixed and mobile convergence has evolved as for the Digital Single Market strategy and how goals for internet access can be achieved.
- ii) To assess the effect of policy measures like coverage obligations and to gain insights for their further usage and development in order to improve connectivity in Europe; and to progress on the problem of comparable and generally accepted quality of service (QoS) and quality of experience (QoE) measurement approaches especially in the context of wireless connectivity – based on the achievements of the currently on-going Mapping Study ([phase II](#)): Mapping of Broadband Services in Europe ([SMART 2014/0016](#)).

2 OBJECTIVES, TASKS AND METHODOLOGY

Objectives and the minimum requirements to be met by the tender are described in this section.

2.1 Objectives

The overall objectives of the study are

- to analyse fixed-mobile convergence (at service, infrastructure and market level) in Europe over time and to detect future trends that can improve connectivity in Europe,
- to complement the EU Integrated Platform under development by the Mapping Study ([phase II](#)): Mapping of Broadband Services in Europe ([SMART 2014/0016](#)).
- to support the EU policy-making process by providing a clear understanding of the difference of coverage measurements among Member States and other measurement approaches,
- based on the collection and the initial analysis and recommendations of SMART 2014/0016, assess the technical/political/economic obstacles that prevent the definition of common coverage measurements (e.g., broadly accepted ways of measuring connectivity parameters like down- or upload speeds) in the Union.

2.2 Tasks

For that purpose, the successful tenderer will be required to perform the following tasks

- (i) analyse and assess to what degree fixed and mobile networks are complementary and under what conditions mobile networks can still be seen as a substitute especially in terms of pricing and quality;

This task should take the service, infrastructure and market level into account and show how fixed and mobile convergence has evolved so far and will likely further evolve in the future.

- (ii) assess to what extent the convergence between fixed and mobile will be a key enabler to meet the new connectivity needs;

In addition to the question of complementarity under (i), this task should include amongst others the possible importance of access to fixed networks for mobile backhaul in the context of network densification through rollout of small cells and similar measures.

- (iii) analyse the differences and effects of regulatory coverage obligations as previously used by all Member States and indicate key elements for coverage obligations to be considered at the EU level which are critical to meet the connectivity goals;

Coverage obligations have been previously used in spectrum auctions in order to achieve connectivity policy goals. This task should analyse the effect of their design both in terms of connectivity improvements and impact on the market. Based on this the task should identify broadly applicable key elements, which could serve as guidelines for future coverage obligations, as opposed to very market specific elements. The task should look as a minimum on parameters like population and territory.

- (iv) taking into account the datasets available in the EU Integrated Platform (SMART 2014/0016) and the work carried out by BEREC, analyse the comparability of different QoS and QoE measurement approaches;

In the context of the EU Integrated Platform, many different approaches to measure QoS and QoE used by member states and private initiatives have been identified. The BEREC working group on net neutrality works, amongst others, towards identifying a common approach on the member state level. Based on this, the task should analyse the advantages and disadvantages of other approaches and in how far they could be compared.

- (v) identify key elements to define a common standard to measure network performance and the elements that need to be set in place for it to become universally accepted;

Taking into account task (iv) and on-going standardisation activities for network performance measurements (e.g., within IETF), this task should investigate key elements that commonly accepted standard would have to cover and what obstacles need to be overcome in order to make such a standard acceptable for all involved stakeholders.

(vi) indicate and provide a list of key indicators that allow regulators to monitor and enforce high performance and reliability of networks. Additionally, compare them with third countries.

This task should analyse the current means of enforcement of coverage obligations in EU Member States, compare them with other systems in the world (US, Japan and South Korea) and come up with most relevant indicators to be harmonised across the Union.

Tasks i), ii), iii), iv), v) and vi) should be supported by quantitative and qualitative analysis.

As for quantitative analysis, this needs to present data at Member State level, for a minimum number of ten (10) Member States.

Tasks vi) will also cover the following countries:

- Third countries, at least Japan, South Korea or USA (albeit other countries are also possible).

2.3 Methodology

The study should be developed in a coherent methodological framework covering all of the tasks outlined in section 2.2. Tenderers are free to propose specific methodologies, taking into account the context and objectives of the study and the following conditions and methodological concerns:

- All methodological choices relating to the performance of individual tasks shall be clearly set out and justified by recourse to existing state-of-the-art literature, as appropriate.
- Where the proposed study design calls for specific choices deviating from standard methodologies, these shall be clearly delineated, and, if necessary, detailed in a separate methodological annex.
- To ensure replicability of the study's findings, all data sources used shall, to the widest extent possible, be publicly accessible. Where proprietary data are required for the execution of particular tasks, this must be clearly indicated.
- As far as possible, analysis shall be quantified at Member State level or below, as appropriate in view of the specific task. Qualitative data gathering shall occur in a well-documented format, which clearly specifies possible limitations of the approach adopted. While the choice and combination of relevant qualitative and quantitative methods is free, cross-validation of results is desirable. Taking account of existing modelling and measurement approaches, relevant indicators and performance metrics shall be identified that can be deployed in line with the proposed data gathering approach.
- The forward-looking analysis should be built around a scenario approach that identifies relevant drivers of expected developments and their interaction, using quantitative estimates to the largest possible extent.

- Best practice examples can be develop in the study as long as design ensures their relevance across the EU in terms of scalability, adaptive capacity and cost effectiveness.

3 DURATION

Duration of the tasks, including the period of approval of the deliverables if applicable, must not exceed 11 months and is subject to the provisions of Article I.3.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1.1 Deliverables

The deliverables listed below must be provided by the contractor:

Inception report, specifying the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the inception meeting (see section 4.2 below). A draft of the report shall be made available to the Commission's services for information 5 working days before the inception meeting. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Inception Report shall be made available within two weeks after the inception meeting.

Interim study report which will cover tasks i) to iii). The interim study report shall be made available to the Commission's services within 4 months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission's services 5 working days before the interim meeting in month 4 (described in section 4.2 below). The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised interim study report shall be submitted to the Commission's services within two weeks after the first interim meeting.

The interim study report covering tasks i) to iii) will also include a **raw dataset** including results of desk research developed at EU level and Member State level (at quantitative level, a minimum of 10 (ten) Member State data is required).

The **final study report**. Requirements for the final study report are detailed under Sections 4.1.2-4.1.4. A draft of the final study report shall be made available to the Commission's services 5 working days before the final meeting. The report should be finalised after the final meeting taking into account all observations and comments raised at the meeting. The final study report shall be submitted to the Commission's services within 4 weeks after the final meeting.

A **slide presentation for the Commission** will summarize the main findings and conclusions for each task of the final study report. The presentation shall be made available to the Commission's services in electronic format (.ppt(x) and PDF format) together with the final study report.

The final datasets, an electronic version of final datasets should be provided in a readable format for Commission internal usage. A spreadsheet developed in the execution of tasks i) to vi), will include not only raw datasets coming from raw interim study dataset report but also data coming from tasks iv) to vi) identifying comparability of QoS and QoE measurement approaches, key elements to define a common standard to measure network performance and key indicators for regulators (at EU and third countries) to monitor and enforce high performance and reliability of networks. It should include graphical presentations of the data.

Data should be provided as structured data in a machine readable format (e.g. in the form of a spreadsheet and/or an RDF file) for internal usage by the Commission's services and for publishing on the [Open Data Portal](#), in compliance with Commission Decision (2011/833/EU)².

If third parties' rights do not allow their publication as open data, the tenderers should describe in the offer the subpart that will be provided to the Commission free of rights for publication and the part that will remain for internal use. The final datasets and/or the derived indicators shall be made available to the Commission's services within nine months after signature of the contract by the last contracting party.

4.1.2 Data formats

The raw datasets should comply with the following provisions:

- The data delivered should **include the appropriate metadata** (e.g. description of the dataset, definition of the indicators, label and sources for the variables, notes) to facilitate reuse and publication.
- The data delivered could be linked to data resources external to the scope of the study, preferably data and semantic resources from the Commission's own data portal or from the upcoming pan-European portal. The tenderer should describe in the offer the approach they will adopt to **facilitate data linking**. Companies mentioned in the datasets should be cross-referenced with the company identifiers made available by [Open Corporates](#). Legislation shall be analyzed using the European Legislation Identifier³ and case-law shall be referenced using the [European Case-Law Identifier](#).
- In case of statistical data that could be used to derive/compute indicator (e.g. for benchmarking national policies), the contractor should **use templates** provided by (or agreed with) Commission services, like those available on <http://ec.europa.eu/digital-agenda/en/download-data>, on the [DataCube vocabulary](#).

4.1.3 Report format

All deliverables must be written in English.

All reports should be consistent in style (headings, margins, citations, bibliography, etc) and contain a short executive summary. The contractor is required to properly apply quotation techniques and particular care will be taken to verify improper re-use of existing material.

All reports will be submitted in electronic format (.doc, .pdf, .xls or equivalents in open formats). Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

The Commission services will decide the possible dissemination of the findings and conclusions and any other information produced under this assignment.

² OJ L 330, 14.12.2011, p. 39.

³ OJ C 325, 26.10.2012, p. 3.

4.1.4 Content

4.1.4.1 Final Study Report

The final study report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- the following standard disclaimer:

"By the European Commission, Directorate-General of Communications Networks, Content & Technology.

The information and views set out in this publication are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein.

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

The Final Study Report shall be provided in .docx and .pdf formats suitable for publication by the Commission's services on Commission websites.

4.1.4.2 Publishable executive summary

The publishable executive summary shall be provided in both in English and French and shall include:

- the following standard disclaimer:

"By the European Commission, Directorate-General of Communications Networks, Content & Technology.

The information and views set out in this publication are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein.

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

4.1.4.3 Abstract

The abstract provided both in English and French in the Final study report (see point 4.1.3.) in no more than 200 words shall be provided as well in a separate document for the purpose of the description of the study on the website of the EU Bookshop.

No identifiers shall be incorporated on this file.

4.1.5 Structure

The **Final study report** shall address all tasks detailed in section 2 including at a minimum the following sections as report structure:

- Executive summary
- Table of contents
- List of tables
- Introduction
- Summary Report
- Methodological section:
 - Including sub-sections developing every task ⁴separately.
 - at EU and Member State level⁵
- Conclusions
- Annexes (if any)

4.1.6 Graphic requirements

The new visual identity applies to all commission services and related bodies.

For graphic requirements please refer to the template provided in the annex 9, "Visual identity template for DG CONNECT studies". The cover page shall be filled in by the contractor in accordance with the instructions provided in the template.

In case you foresee other logos than the Commission logo, the additional logo may only be placed on the cover page of the study if they are one of the following categories:

- a logo duly authorised by the Secretary General and the Director-General for Communication of the European Commission;
- the logo of the author of the study (i.e. the contractor);
- in case of co-branded studies, the logo of a partner organisation involved in the production of the study. In this case, the European Commission's Visual Identity Manual does not apply.

⁴ Detailed in section 2.2. of Tender Specifications.

⁵ including at least 10 Member States for quantitative analysis, as detailed in section 2.2.

4.2 Meetings

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor's team, as required. The meetings will be chaired by a Commission representative.

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

Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

Inception meeting

An inception meeting will be organised by the Commission's services at the Commission's premises in Brussels within 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 meeting

An interim meeting during which the contractor will present the interim findings will be held within 4 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the interim study report on the basis of the outcome of the interim meeting.

Final meeting

A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 8 months after signature of the contract by the last contracting party. It will be organised by the Commission's services at the Commission's premises in Brussels. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

Monthly conference calls

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

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

4.3 Timetable

| Deliverable ↓ | Meeting ↓ | Month → | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------------------------------|--------------------------|------------|---|---|---|---|---|---|---|---|---|
| | Inception meeting | | | | | | | | | | |
| Inception report | | | | | | | | | | | |
| | Interim meeting | | | | | | | | | | |
| Interim study report | | | | | | | | | | | |
| Raw Data Set | | | | | | | | | | | |
| | Final meeting | | | | | | | | | | |
| Final Data Set | | | | | | | | | | | |
| Final study report | | | | | | | | | | | |
| Slides presentation document | | | | | | | | | | | |
| | Monthly Conference calls | | | | | | | | | | |

5 TERMS OF APPROVAL OF REPORTS

5.1 Study report(s)

After reception of each report included in section 4.1 above, except for the reports linked to payments, the Commission will have 20 calendar days in which:

- to approve it,
- to reject it and request a new inception report.

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

Where the Commission requests a new inception report or new final study report because the one previously submitted has been rejected, this must be submitted within 14 calendar days. The new shall likewise be subject to the above provisions.

For the terms of approval of the deliverables linked to payments we refer to article I.5 of the contract.

5.2 Other deliverables

The Commission shall have seven complete days from receipt to approve or reject the deliverable(s), except for the deliverables linked to payments, and the Contractor shall have seven complete days in which to submit additional information or a new deliverable.

For the terms of approval of the other deliverables linked to payments please refer to article I.5 of the contract.

6 LAYOUT/CONTENT OF THE WORK PLAN

Offers should include a detailed work plan. The work plan should specify the management structure as well as the responsibility of each member of the team, including the main contractor and/or sub-contractors.

The work plan should include a list of tasks to be performed, with clear and realistic phases and milestones. Resources should be clearly associated to each task.

PART 2: ADMINISTRATIVE DETAILS

1 PARTICIPATION TO THE PROCEDURE

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the plurilateral Agreement on Government Procurement⁶ concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions it lays down.

CONTRACTUAL CONDITIONS

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

COMPLIANCE WITH APPLICABLE LAW

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU⁷.

2 ADMINISTRATIVE REQUIREMENTS

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present an offer: either by submitting a joint tender or through subcontracting. Tenders may also combine both approaches. Whichever type of offer is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

2.1 Different ways to submit a tender

Options 1 to 4 below describe the different ways to submit a tender.
Please make sure all required documents and evidences are submitted with your tender.
(Please refer to the checklist in Annex 7)

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

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

⁶ See http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

⁷ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

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

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

The tender must include a cover letter (Annex 8) presenting the name of the tenderer (including all entities in case of joint offer as well as their roles) and identified subcontractors if applicable.

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract (Annex 5).

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney (Annex 5).

2.2.2 Subcontracting

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

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

Tenderers are required to identify all subcontractors whose share of the contract is above 10 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria.

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

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

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form⁸ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 3: Financial Identification form⁹ (ORIGINAL filled in according to the instructions contained in this form)
If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.
- Annex 4: Declaration of honour with respect to the exclusion criteria and selection criteria (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible copy of the **notice of appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, if it is not included in the abovementioned documents, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. If the person(s) signing the tender or the person designated to sign the contract is/are entitled to represent the economic operator by a power of attorney from the above mentioned authorised persons, the power of attorney must also be submitted; for public entities: the **names and functions of the legal representatives** (directors, etc.) of the tenderer, authorised to sign contracts with third parties (a copy of the appointment of the persons authorised to represent the tenderer must be produced);

Options 2 and 4: documents to be provided by each partner, except the lead partner

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form¹⁰ (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

⁸ A standard template in each EU language is available at

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

⁹ A standard template in each EU language is available

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

¹⁰ A standard template in each EU language is available at

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

- Annex 4: Declaration of honour with respect to the exclusion criteria and selection criteria (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible copy of the **notice of appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, if it is not included in the abovementioned documents, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. If the person(s) signing the tender or the person designated to sign the contract is/are entitled to represent the economic operator by a power of attorney from the above mentioned authorised persons, the power of attorney must also be submitted; for public entities: the **names and functions of the legal representatives** (directors, etc.) of the tenderer, authorised to sign contracts with third parties (a copy of the appointment of the persons authorised to represent the tenderer must be produced);

Options 3 and 4: Documents to be provided by subcontractors

- Annex 6a: Letter of intent from **each subcontractor** (ORIGINAL signed by (an) authorised representative(s)) to confirm their willingness and availability to perform the tasks.
Annex 4: Declaration of honour with respect to the exclusion criteria and selection criteria (ORIGINAL filled in and signed by (an) authorised representative(s)) needs to be provided by **identified sub-contractors as required in section 5.1 below**.

Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the letter of intent in Annex 6b (ORIGINAL).

3 SIGNATURE OF THE TENDER

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

4 LAYOUT OF THE TENDER

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

4.1 Administrative section

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.** The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit

stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below. **Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.**

The Commission will reject tenders where no technical offers are proposed.

4.3 Financial section

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.
- The price quoted must **be firm and not subject to revision.**
- The European Commission, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT).

Such charges may not therefore be included in the calculation of the price quoted.

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

For those countries where national legislation provides an exemption by means of reimbursement, **the amount of VAT is to be shown separately.** In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Commission is exempt from VAT.

- The price quoted shall be subject to the terms set in Article I.4 of the model contract attached.
- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:
 - (a) Professional fees. The daily rates and total number of person-day for each member of staff working on the contract must be specified.
 - (b) Travel and subsistence expenses (including costs of attendance of future contractor's representative(s) at meetings and/or workshops with the Commission as foreseen in section 4.2, part 1). In the event of travel being necessary to carry out

the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.

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

- Tenders involving more than one legal entity, either as partner or subcontractor (including external experts) must specify the categories above for each legal entity.
- The Commission will reject tenders where no financial offers are proposed.

The part that the tenderer intends to subcontract shall be precisely indicated and detailed.

The total price quoted cannot exceed EUR 200 000 (two hundred thousand euros). Tenders with a higher total price will be rejected.

5 EVALUATION OF TENDERS

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The tenders will be assessed in the order indicated above. Only tenders meeting the requirements of one step will pass on to the next step.

5.1 Verification of non-exclusion

All tenderers must provide a declaration on honour (see Annex 4 signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, all subcontractors whose share of the contract is above 10 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of

joint tender and to all subcontractors whose share of the contract is above 10 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

5.2 Selection criteria

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

Declaration and evidence

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 4), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see section 5.1) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the declarations on honour. Nevertheless, it reserves the right to require evidence of the legal and regulatory, financial and economic and technical and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

After contract award, the successful tenderer will be required to provide the evidence mentioned below before signature of the contract and within a deadline given by the

contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

5.2.1 Legal and regulatory capacity

| | |
|---------------------------------------|--|
| Criterion: | Capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders |
| Evidence (to be provided on request): | Declaration or certificate of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the value added tax (hereinafter 'VAT') register ¹¹ |

¹¹ For private entities:

- a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number;
- if the above documents do not show the VAT number, a copy of the VAT registration document, where applicable

For individuals:

- a legible copy of his or her identity card or passport;
- where applicable, a proof of registration, as prescribed in the individual's country of establishment, on one of the professional or trade registers or any other official document showing the registration number;
- if the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

For public entities:

- a copy of the resolution decree, law, or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity;
- if the public entity has completed a VAT registration number in the legal entity form, an **official document showing the VAT number**.

5.2.2 *Economic and financial capacity criteria*

| | |
|--------------------------------------|---|
| Criterion: | <p>The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.</p> <p>Turnover of the last two financial years above EUR 200 000; this criterion applies to the combined capacity of all members of a group in case of a joint tender.</p> |
| Evidence (to be provided on request) | <ul style="list-style-type: none">- Copy of the profit and loss accounts for the last two years for which accounts have been closed from each concerned legal entity;- Failing that, appropriate statements from banks; |

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

5.2.3 *Technical and professional capacity criteria*

Tenderers (in case of a joint tender the combined capacity of all tenderers must comply with the following criteria:

| | |
|-----------------------|---|
| Criterion: | <p>Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of in the field ICT engineering, economics and law applied to electronic communications networks and services, especially broadband.</p> |
| Documentary evidence: | <p>List of at least three contracts or relevant services with sums, dates and recipients, public or private, accompanied upon request by statements issued by the clients in the fields listed above performed in the past three years, or currently being performed, with a minimum value for each contract of at least € 50 000.</p> |
| Criterion: | <p>The team delivering the service should include, as a minimum, the following profiles:</p> <p>1 project Manager: At least 5 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of a similar size (at least € 100 000).</p> <p>1 member with native-level language skills in English or equivalent, as guaranteed by a certificate or past relevant experience.</p> |

| | |
|-----------------------|---|
| | <p>1 expert in telecom and broadband market analysis: Relevant higher education degree and at least 5 years professional experience in the relevant fields.</p> <p>2 experts in market analysis and data collection: at least 3 years' professional experience in the field of telecoms.</p> <p>1 expert in engineering, economics or law of the telecom sector: Relevant higher education degree and at least 5 years professional experience in the relevant fields.</p> |
| Documentary evidence: | <p>Concise but informative curricula vitae of team members, demonstrating professional experience, including the requisite language skills, in the field of broadband market analysis of at least three years.</p> <p>The Europass curriculum vitae template (available at http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp) shall be filled in by each person involved in the execution of the tasks foreseen in the tender. Please make sure the precise contractual link with the tenderer is clearly indicated.</p> |

| | |
|-----------------------|--|
| Criterion: | Management capability |
| Documentary evidence: | <p>List of at least three contracts of a value of at least EUR 70 000 (seventy thousand euros) each, performed by the tenderer(s) (including subcontractor(s), if any) in the last three years.¹²</p> <p>Short description of the measures employed to ensure the quality of the services for each of the listed contracts.</p> <p>Statement of the average annual manpower and the number of managerial staff of the contractor.</p> |

¹² If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.

5.3 Award criteria

5.3.1 Technical award criteria

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

| <u>Technical award criterion</u> | <u>Maximum score/weighting</u> | <u>Threshold</u> |
|---|---------------------------------------|-------------------------|
| 1. Understanding 1.1. of the developments and European policy context 1.2. of the tasks | 20 | 10 |
| 2. Technical quality of the tender 2.1. Methodology to assess fixed and mobile convergence (at service and infrastructure level). 2.2. Methodology to assess convergence as a key enabler to meet connectivity needs. 2.3. Methodology to analyse differences and effects of regulatory coverage obligations of mobile broadband to meet connectivity needs. 2.4. Quality of comparative analysis to measure QoS and QoE. 2.5. Methodology to identify key indicators and performance elements. <i>(All the sub-criteria above are of equal relative importance)</i> | 60 | 30 |
| 3. Management: 3.1 Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a workplan or timetable) 3.2 Sound and realistic allocation of human resources, including allocation of expertise to each task or deliverable and specifying clearly the identity, roles, activities and responsibilities of subcontractor(s) <i>(All the sub-criteria above are of equal relative importance)</i> | 20 | 10 |
| TOTAL | 100 | 60 |

Minimum score per criterion (threshold):

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

Minimum total score (threshold):

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

5.3.2 *Price*

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

6 RANKING OF TENDERS

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. No weighting is given to price and quality.

$$S_x = \left(\frac{CP}{PT_x} \right) * TQS_x$$

where:

S_x = score for tender x

CP = cheapest price

PT_x = price of tender x

TQS_x = total quality score
for all criteria of tender x

The tender ranked first after applying the formula will be awarded the contract.

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.5 and II.21 of the model contract attached, provided that the contractor has fulfilled all his contractual obligations.

8 ADDITIONAL PROVISIONS

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

9 LIQUIDATED DAMAGES: SEE ARTICLE II.15 OF THE MODEL CONTRACT

10 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be

liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

11 RESULTS

The results of the service must be forwarded to the European Commission in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results, including the structured final data.

If the result is not to be fully created for the purpose of the contract it is to be clearly pointed out in the tender. There should be information provided about the scope of pre-existing materials, their source and when and how right to have them have been acquired.

The provisions on the use of the results and ownership of the results can be found in the Model Service Contract (Article I.10 Exploitation of the results of the contract and Article II.13 Intellectual Property Rights).

PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

Fixed and Mobile Convergence in Europe – SMART 2016/0046

| | |
|--|--|
| <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)¹³</u> | |
| | |
| CONTACT PERSON | |
| Name | |
| Forename | |
| Position | |
| Telephone | |
| Fax | |
| Email | |
| DECLARATION BY THE AUTHORISED REPRESENTATIVE(S): I, the undersigned, certify that the information given in this tender is correct and that the tender is valid. | |

Place and date:

Name (in capital letters) and signature:

¹³ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

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

A standard template in each EU language is available at:

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

ANNEX 3: BANK IDENTIFICATION FORM

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

A standard template in each EU language is available

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

**ANNEX 4: DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND
SELECTION CRITERIA**

Fixed and Mobile Convergence in Europe – SMART 2016/0046

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

| | |
|--|---|
| (<i>only for natural persons</i>) himself or herself | (<i>only for legal persons</i>) the following legal person: |
| ID or passport number: (‘the person’) | Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’) |

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

| | | |
|--|--------------------------|--------------------------|
| (1) declares that the above-mentioned person is in one of the following situations or not: | | |
| SITUATION OF EXCLUSION CONCERNING THE PERSON | YES | NO |
| a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations; | <input type="checkbox"/> | <input type="checkbox"/> |
| b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract; | <input type="checkbox"/> | <input type="checkbox"/> |
| c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following: | | |
| (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract; | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) entering into agreement with other persons with the aim of distorting competition; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) violating intellectual property rights; | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|--------------------------|--------------------------|
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; | <input type="checkbox"/> | <input type="checkbox"/> |
| (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure; | <input type="checkbox"/> | <input type="checkbox"/> |
| d) it has been established by a final judgement that the person is guilty of any of the following: | | |
| (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995; | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA; | <input type="checkbox"/> | <input type="checkbox"/> |
| iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; | <input type="checkbox"/> | <input type="checkbox"/> |
| (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision; | <input type="checkbox"/> | <input type="checkbox"/> |
| (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council; | <input type="checkbox"/> | <input type="checkbox"/> |
| e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors; | <input type="checkbox"/> | <input type="checkbox"/> |
| f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95; | <input type="checkbox"/> | <input type="checkbox"/> |
| g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: i.facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii.decisions of the ECB, the EIB, the European Investment Fund or international | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|--|--|
| <p>organisations;</p> <p>iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</p> <p>v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p> | | |
|---|--|--|

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

Not applicable to natural persons, Member States and local authorities

| (2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not: | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| Situation (c) above (grave professional misconduct) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (d) above (fraud, corruption or other criminal offence) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (e) above (significant deficiencies in performance of a contract) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (f) above (irregularity) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

| (3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations: | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| Situation (a) above (bankruptcy) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (b) above (breach in payment of taxes or social security contributions) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

| (4) declares whether the above-mentioned person is in one of the following situations or not: | YES | NO | N/A |
|---|--------------------------|--------------------------|--------------------------|
| h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

V. REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for the situations referred in point (d) of this declaration.

VI. EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body, it must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

| Document | Full reference to previous procedure |
|---|--------------------------------------|
| <i>Insert as many lines as necessary.</i> | |

VII – SELECTION CRITERIA

| | | | |
|--|--------------------------|--------------------------|--------------------------|
| (5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications: | YES | NO | N/A |
| (a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 5.2.1 of the tender specifications; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| (b) It fulfills the applicable economic and financial criteria indicated in section 5.2.2 of the tender specifications; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) It fulfills the applicable technical and professional criteria indicated in section 5.2.3 of the tender specifications. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|--------------------------|--------------------------|--------------------------|
| (6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that: | YES | NO | N/A |
| (d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

VIII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

| Document | Full reference to previous procedure |
|---|--------------------------------------|
| <i>Insert as many lines as necessary.</i> | |

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

ANNEX 5: POWER OF ATTORNEY¹⁴

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD
PARTNER AND LEAD CONTRACTOR
Fixed and Mobile Convergence in Europe – SMART 2016/0046

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company 1, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company 1 on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 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:

¹⁴ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS

Fixed and Mobile Convergence in Europe – SMART 2016/0046

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to be in one of the situations of exclusion referred to in Article 106(1) of the Financial Regulation¹⁵.

Declares hereby taking note of II.10 regarding subcontracting and Articles II.8, II.13 and II.24 of the general conditions of the contract.

Place and date:

Name (in capital letters) and signature:

¹⁵ <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015R1929&from=EN>

ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS

Fixed and Mobile Convergence in Europe – SMART 2016/0046

The undersigned:

.....

Address:

.....

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as **an external expert** in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to be in one of the situations of exclusion referred to in Article 106(1) of the Financial Regulation¹⁶.

Declares hereby taking note of II.10 regarding subcontracting and Articles II.8, II.13 and II.24 of the general conditions of the contract.

Place and date:

Name (in capital letters) and signature:

¹⁶ <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015R1929&from=EN>

ANNEX 7: CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Fixed and Mobile Convergence in Europe – SMART 2016/0046

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint offer, single tenderer or subcontractor/external expert). The evidence for selection may be required at any stage of the present procurement procedure (marked by ●). Some of the documents are only relevant in cases of joint offers or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

| Description | Lead partner in a joint offer | All the other partners in a joint offer | Single tenderer (with or without subcontractors) | Subcontractor | Subcontractor – External expert |
|---|-------------------------------|---|--|-----------------|---------------------------------|
| <i>Administrative section of the tender</i> | | | | | |
| Annex 1: Original Administrative identification form (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Annex 2: Original Legal Entity Form (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Annex 3: Original Financial Identification form (see section 2.3, part 2) | ■ | | ■ | | |
| Annex 4: Original Declaration of honour with respect to the exclusion criteria and selection criteria (see section 2.3, part 2) | ■ | ■ | ■ | ■ ¹⁷ | |
| Annex 5: Original Power of attorney (see section 2.3, part 2) | | ■ | | | |
| Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2) | | | | ■ | |
| Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2) | | | | | ■ |
| Annex 8: Cover letter for the tender | ■ | | ■ | | |
| Legible photocopy of the statutes of the entity (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2) | ■ | ■ | ■ | | |
| Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2) | ● | ● | ● | | |
| Evidence of financial and economic capacity (see section 5.2.2, part 2) | ● | ● | ● | | |

¹⁷ Only identified subcontractors whose intended share of the contract is above 10 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria.

| | | | | | |
|---|---|---|---|---|---|
| Evidence of Technical and Professional capacity (see section 5.2.3 , part 2) | ● | ● | ● | ● | ● |
| <i>Technical Section of the tender</i> (see section 4.2 , part 2) | ■ | | ■ | | |
| <i>Financial Section of the tender</i> (see section 4.3 , part 2) | ■ | | ■ | | |

ANNEX 8: COVER LETTER FOR THE TENDER

Fixed and Mobile Convergence in Europe – SMART 2016/0046

Please select the appropriate option

OPTION 1

Single legal person or private/ public entity

- ☐ The offer is submitted by a **one tenderer**.

OPTION 2

Joint offers

- ☐ The offer is submitted by **partners**.
- Company acting as **lead partner** for the group of tenderers:
.....
 - **Other partners** taking part in the joint tender:
.....
.....

OPTION 3

Joint offers

- ☐ The offer is submitted by one tenderer **with subcontractors**.
- Company acting as **tenderer**:
.....
 - **Subcontractors**:
.....
.....

OPTION 4

Joint offers

☐ The offer is submitted by partners **with subcontractors**.

- Company acting as **lead partner** for the group of tenderers:

.....

- **Other partners** taking part in the joint tender:

.....

.....

- **Subcontractors:**

.....

.....

ANNEX 9: TEMPLATE STUDY FINAL REPORT OR EXECUTIVE SUMMARY

Title

Subtitle (optional)

Insert cover picture here (optional)

FINAL REPORT or EXECUTIVE SUMMARY

A study prepared for the European Commission
DG Communications Networks, Content & Technology
by:

*Logo
Contractor
1*

*Logo
Contractor 2*

This study was carried out for the European Commission by

Logo(s) + Company identifier(s) + Authors' name(s) (optional)



Internal identification

Contract number:

SMART number

DISCLAIMER

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ISBN number

doi: number

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For the Final study report add:

- **Abstract EN + FR (max. 200 words, mandatory for studies contracted after 01/01/2013)**
- **Executive Summary EN + FR (mandatory for studies contracted after 01/01/2013)**
- **Final Report**
- **All Annexes**

European Commission

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