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PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

1.1 General Context

In 2009 the European Commission has issued a Communication "Preparing for our Future: Developing a common strategy for key enabling technologies (KET) in the EU". In February 2011 the High Level Group (HLG) on KETs presented an interim report 'Mastering and deploying KETs: building the bridge to pass across the KETs "Valley of Death" for future European innovation and competitiveness'.

Based on current global research and market trends micro/nanoelectronics could be regarded as an important and strategically relevant KET, given its economic potential, knowledge intensity and contribution to solving societal challenges. Research, Development and Innovation (R&D&I) are essential to ensure the competitiveness and sustainable growth of the European industry. There is hardly an industry nowadays that can remain competitive without the use of micro/nanoelectronics products.

Innovation and competence clusters bring together, in a given field of industrial significance, large companies and SMEs, research centres, academia, and regional facilities to create "innovation poles" – or "open innovation ecosystems" - and ensure an adequate supply of technologies and well trained scientists and engineers to industry. Clusters may be physically located at a single site, may be networks of sites, or may be virtual (entirely distributed). Clusters facilitate knowledge transfer between universities, institutes, large and small companies, and benefit the development of smart applications. These applications can then be commercialized thanks to efficient production facilities. Clusters act as a key multiplier for R&D&I and play a key role in the acceleration of the KET innovation cycle. In this regard, regional clusters – also called economic ecosystems - can be particularly helpful for linking R&D&I and commercial applications.

There are four important regional clusters dealing with advanced nanoelectronics in Europe. They are located in Grenoble, Dresden, Dublin and Eindhoven/Leuven with the large semiconductor companies ST Microelectronics, Infineon Technologies, GlobalFoundries, Intel and NXP Semiconductors.

Another important cluster and network in Europe is the one developed by ASML in Veldhoven/NL. ASML is the world's leading provider of lithography systems for the semiconductor industry.

Also other European regions have important semiconductor or nanoelectronics related research, development, prototyping or production activities in some specific fields such as in power electronics, micro-nano-bio-sytems, large area electronics, sensors or the design of components and are establishing clusters or smaller ecosystems.


1.2. Specific Context

The European semiconductor manufacturers have developed impressive technology capabilities. However, with strong and accelerating globalisation of R&D&I and manufacturing, the sector of micro/nanoelectronics in Europe has become fragile and must look for new ways to maintain and enhance its competitiveness. Especially in fast developing and changing KET areas, as in nanoelectronics, leadership in R&D&I and manufacturing is essential, but needs steady and heavy investments. This in turn requires that overall effectiveness and efficiency of R&D&I activities as well as of financial and legal instruments are continuously monitored and adapted to changing conditions.

The above mentioned four important regional nanoelectronics clusters are triggered by the existence and through the continued investments of large semiconductor companies. The existing local R&D&I facilities, like institutes and universities, the highly skilled workforce, a vibrant network of SMEs, a supportive local authority and financial incentives were main reasons for their investment decisions. For instance, in the Grenoble cluster around 34000 jobs in 485 companies and in the Dresden cluster around 40000 jobs in 1200 companies have been created in that way. R&D&I projects funded by the regional, the federal Government and the European Commission contributed to the dynamic growth of these clusters.

2. Objectives

2.1 Overall Objectives

The study should:

- Analyse the main activities necessary and measures required to create, expand and keep nanoelectronics clusters in Europe competitive.
- Analyse the conditions for dynamic growth of a nanoelectronics cluster with regard to revenue and jobs
- Analyse effects of cooperation between two or more European nanoelectronics clusters

2.2 Specific Objectives

The study should elaborate on the following aspects by comparing European and non-European (Asian and US clusters) nanoelectronics clusters:

- Policy measures and incentives such as state aid, tax exemption, favourable trade conditions, precommercial public procurement, access to finances (seed capital, venture capital, loans), public private partnership and other means.
- Analysis of R&D&I capacities in Member States and regions and overall in Europe.
- Effect of innovation policy and industrial policy regimes.
- Technology transfer from research organizations and universities to companies in a nanoelectronics cluster and between nanoelectronics clusters.
- Analysis of the technology transfer between the nanoelectronics manufacturing companies and the different application customers.
- Compare different clustering models for different types of activities world wide
- Analyse the potential for new clusters or further networking.
• The tenderers are requested to engage in a cross-exchange of concepts/ideas between findings of their own study and those of SMART 2011/0063, in particular with respect to manufacturing.

2.3 Scope

Technically, the nanoelectronics sector referred to in this document shall include:
- Integrated Circuit (IC) technologies and manufacturing;
- Semiconductor manufacturing equipment and materials;
- Design of ICs (related to manufacturing);
- R&D infrastructures and public research;
- Public programmes and subsidies for the nanoelectronics industry worldwide.

2.4 Methodology

Tenderers should describe in their tender the global technical approach of their proposed study including:

- the proposed methodologies for achieving the study objectives;
- the level of granularity at which the study should be carried out;
- an overview of the relevant data already accessible to them, of the data that still need to be collected and how they intend to do this.

The tenderers should identify in their tender also the main practical issues for carrying out the study and how they are going to address them such as:

- Data collection and analysis;
- Surveys;
- Interviews;
- Benchmarks;
- Case studies (e.g. IST Framework programme, ENIAC and Eureka);

The contractors of the study are required to interact directly with the nanoelectronics industry and nanoelectronics institutions like universities and research institutes. This can be done by having direct contacts with the relevant European industry and research institutes in the area of nanoelectronics. Given the complexity of the subject area, half of the contacts should be made with relevant universities and the other half with industry and research institutes. The preferred survey method would be a web questionnaire. A sample questionnaire should be included in the tender. The contractors of the study will be guided by a small steering group (SG) with 4 members from industry, industry associations and research institutes. The members of the steering group will be appointed by the European Commission. The steering group will meet a maximum of 4 times in Brussels (see 4.2 and 4.3 timetable) with the representatives of the study contractor and the EU Commission.

3 DURATION

Duration of the tasks must not exceed 14 months and is subject to the provisions of Art. 1.2.3 of the contract.
4 Deliverables

The deliverables will consist in several successive reports and the final study report. Presentations will be made to the Commission and the steering group (refer to the timetable in paragraph 4.3), which will give the opportunity to refocus the work if needed. All reports and communications will be in English. All reports, together with all collected information, will be submitted electronically to the Commission - DG INFSO - G1 unit, responsible for the study.

4.1.1 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 2 weeks after the inception meeting.

- **Interim study report** which will cover the first phase (see timetable in 4.3). This interim study report should cover the specific objectives mentioned in 2.2. The interim study report shall be made available to the Commission’s services within 6 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 first interim meeting in month 5 (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 first Interim Study Report shall be submitted to the Commission’s services within 2 weeks after the first interim meeting.

- **The post-workshop report** shall contain the presentations, position papers and preparatory papers; a high quality synthesis of the discussions; and the list of participants. The deliverable should be made available no later than 2 weeks after the workshop.

- **The public consultation report** will be a report summarising in a concise manner the inputs received as part of the public consultation. The raw input received as part of the public consultation should be appended as an annex to the report. This deliverable shall be made available to the Commission's services within 7 months after signature of the contract by the last contracting party.

- **Final study report**, including the following sections:
  1. Executive summary
  2. 
     - Part A – the main report (for publication)
       - Title page
       - Table of contents
       - Executive summary (4 pages maximum)
       - Detailed description of the methodology
       - Results, conclusions and recommendations
     - Part B (confidential to the Commission)
       - Title page
       - Table of contents
- Executive summary (4 pages maximum)
- Results, conclusions and recommendations specific to named organisations and projects.

3. Conclusions
4. Annexes

The final study report shall be made available to the Commission’s services within 12 months after signature of the contract by the last contracting party. In addition, after the final approval of the final study report, a flyer for public dissemination should be delivered within 30 days with a maximum of 4 pages presenting the main results and main recommendations of the study.

- An electronic version of the final dataset should be provided in the form of a spreadsheet for Commission internal usage. It should include a dataset with all the information on the deliverables listed in section 4.1.1 above.

- Technical reports (see timetable 4.3), including e.g. time-sheets on person/days consumption, travel details, use of consumables, etc. The first technical report shall be made available to the Commission’s services within 6 months and the second technical report shall be made available 12 months after signature of the contract by the last contracting party.

4.1.2 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 3 paper copies and in electronic format (.doc, .xls, .ppt or equivalents in open formats). Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

The Final Study Report, including an executive summary not exceeding 4 pages, shall be provided in 3 bound paper copies including annexes and in a .pdf format suitable for publication by the Commission’s services on Commission websites. In addition, the executive summary shall be translated into French and German and be provided in 3 bound paper copies (for each of the three languages), and in a .pdf format suitable for publication by the Commission’s services on Commission websites.

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

4.2 Meetings and workshops

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. Other
knowledgeable external experts might be invited to participate by the Commission. The meetings will be chaired by a Commission representative and will take place in Brussels.

The aim of the meetings (see timetable 4.3) including the steering group 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, together with copies of presentations made during the meeting or other related documents. 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 5 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 12 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.

**Final Workshop**
The final study report as approved by the Commission in accordance with section 5 below will be presented by the contractor during a final workshop to be held within 14 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop will take place at the Commission’s premises in Brussels and will last 1 day. In case an alternative location for the workshop is proposed by the contractor, this has to be agreed by the Commission in advance and to remain within the budget foreseen in the tender.

The aim of the workshop is to inform relevant stakeholders and experts about the findings of the draft final study report, validate and collect their views on them, as well as more general views, especially on current and future developments in the area of the study and policy implications. This will require the contractor preparing a short document and/or a
presentation, which will summarise the findings of the study and will raise issues for discussion at the workshop.

The contractor will also prepare the workshop (agenda, invitations, speakers, participants, etc.) and manage the discussion together with the Commission. The feedback from the workshop will be incorporated in the final version of the study report as described above. The final list of participants has to be agreed in advance with the Commission's services.

Costs related to the following activities and items must be borne by the contractor and included in the price:

- Setting the workshop agenda in cooperation with the Commission;
- Identifying participants and speakers (max. 30 persons) in cooperation with the Commission;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for speakers;
- Financing the travel and accommodation expenses for speakers;
- Any speakers' fees;
- Cost of providing catering during the workshop;
- Printing and distributing relevant information material for speakers and participants.

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

### 4.3 Timetable

<table>
<thead>
<tr>
<th>Deliverable ↓</th>
<th>Meeting ↓</th>
<th>Month →</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Inception meeting</td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 13 14</td>
</tr>
<tr>
<td>Inception report</td>
<td>First SG meeting</td>
<td></td>
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<tr>
<td>Interim study Report</td>
<td>Interim meeting Second SG meeting</td>
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<tr>
<td>1st Technical report</td>
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<tr>
<td>Public consultation report</td>
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5 TERMS OF APPROVAL OF REPORTS/DELIVERABLES

5.1 Study report(s)

After reception of each study report included in section 4.1 above, the Commission will have 60 calendar days in which:

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

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

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

5.2 Technical report(s)

The Commission shall have 60 days from receipt to approve or reject the technical reports, and the Contractor shall have 30 days in which to submit additional information or a new report.
5.3 Other Deliverables

The Commission shall have 60 days from receipt to approve or reject the deliverable(s), and the Contractor shall have 30 days in which to submit additional information or a new deliverable.

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. It should include the names of the persons in charge of the different countries where data have to be gathered.

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 ELIGIBILITY REQUIREMENTS


Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

Operators in third countries which have signed a bilateral or multilateral agreement with the Union in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in that agreement. The Commission will refuse tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

ADMISSIBILITY OF TENDERS

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

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

2 ADMINISTRATIVE REQUIREMENTS

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

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

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

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

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

The partnership may take the form of:

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

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

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

2.2.2 Subcontracting

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

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole.** The other service providers will be regarded as subcontractors.
Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.

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

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

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form\(^3\) (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 form\(^4\) (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 absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

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 form\(^5\) (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.

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\(^3\) 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

\(^4\) A standard template in each EU language is available at [http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

\(^5\) 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)
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 absence of conflict of interest (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 photocopy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 3 and 4: Documents to be provided by each subcontractor

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
- 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.

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 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. Tenders not including the necessary evidence may be rejected. 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.

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.

- 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.3 of the model contract attached.

- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:

  (a) **Professional fees.** The daily 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.

**Other expenses**

(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 150,000 (onehundredfiftythousand). Tenders with a higher total price will be rejected.

5 EVALUATION OF TENDERS

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

• The Commission verifies that the tenderer is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)

• For all tenderers that are not in one of the situations covered by the exclusion criteria, the Commission verifies that the tenderer has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)

• For those tenderers that have met the minimum requirements for the selection criteria, the Commission assesses the tender on the basis of the award criteria (third step, see section 5.3 below).

5.1 Exclusion Criteria

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

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

(c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

(d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

(e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

(f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

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

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:
(a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
(b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 93 of the Financial Regulation.

5.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:
(a) are subject to a conflict of interest;
(b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
(c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

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

5.1.4. In addition, for contracts of a value higher than EUR 125,000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

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

2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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

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

5.1.5. _Administrative and financial penalties_

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Union 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.

Tenderers and, if they are legal entities, persons who have power of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:
their personal details (name, given name if natural person, address, legal form and name and given name of the persons with power of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
   
   (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;

   (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

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

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:

   (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Union budget for a maximum period of ten years; and/or

   (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.

4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
(a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);

(b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);

(c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);


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

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

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

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:

(a) from the date of the judgment having the force of res judicata in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;

(b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

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

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.

8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Union budget for a maximum of five years from the date on
which the infringement is established as confirmed following an adversarial procedure with the contractor.

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

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

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

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

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

5.2 Selection criteria

The following selection criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under section 2.2 above)

- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the financial and economic capacity will be carried out for each of them;
- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors)

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

5.2.1 Professional information

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

5.2.2 Financial and economic capacity

| Criterion: Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract |
| Documentary: Photocopies of annual income statements and balance sheets or extracts |
evidence: there from signed by the authorised representative of the legal entity for the last two financial years, where applicable, as approved by the general assembly of the company, audited and/or published AND

Statements of overall turnover and turnover from contracts in the field of the service in the last three financial years.

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

The Commission shall have sole discretion to judge the adequacy of tenderers' financial standing and, where it considers this insufficient, the right to reject any offer or to accept an offer subject to the provision of a pre-financing guarantee. Submission of a tender implies acceptance that the Commission's decision to request a pre-financing guarantee will be final and that it will not enter into negotiations with tenderers on this subject.

5.2.3 Technical background

<table>
<thead>
<tr>
<th>Criterion:</th>
<th>Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Micro-/Nanoelectronics technologies, industry and markets</td>
<td></td>
</tr>
<tr>
<td>R&amp;D&amp;I programmes evaluation at European and/national levels</td>
<td></td>
</tr>
</tbody>
</table>

Documentary evidence: List of contracts in the fields mentioned above performed in the past three years, or currently being performed, with their respective values

| Criterion: | Experience, technical knowledge and credibility of proposed team |

Documentary evidence: Concise but informative curricula vitae of team members, demonstrating professional experience, including the requisite language skills, in the specific domain of Micro-/Nanoelectronics technologies, industry and markets and R&D&I programmes evaluation at European and/national levels of at least 3 years.

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.
<table>
<thead>
<tr>
<th>Criterion:</th>
<th>Management capability</th>
</tr>
</thead>
</table>
| Documentary evidence: | List of contracts of a value of at least EUR 50 000 (fifty thousand) each, performed by the tenderer(s) (including subcontractor(s), if any) in the last 5 years.\(^6\)  
Description of the measures employed to ensure the quality of the services  
Statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years |

### 5.3 Award criteria

#### 5.3.1 Technical award criteria

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

<table>
<thead>
<tr>
<th>Technical award criterion</th>
<th>Maximum score/weighting</th>
<th>Threshold</th>
</tr>
</thead>
</table>
| **1. Understanding of the tasks required:**  
1.1. Understanding of specific and long-term objectives  
1.2. Value added in respect of information included in the tender specifications  
*(All the sub-criteria above are of equal relative importance)* | 20 | 10 |
| **2. Technical quality of the tender:**  
2.1. Completeness and full coverage of the scope of the tasks  
2.2. Quality of the approach including methodology to collect and analyse data and soundness and appropriateness of the proposed analysis tools and data gathering techniques  
2.3. Relevance, quality and completeness of the information proposed to be used, and of the analysis proposed to be undertaken  
*(All the sub-criteria above are of equal relative importance)* | 60 | 40 |

\(^6\) 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.
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:
   - financial and
   - human resources, including allocation of expertise

*(All the sub-criteria above are of equal relative importance)*

<table>
<thead>
<tr>
<th></th>
<th>20</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>100</td>
<td>60</td>
</tr>
</tbody>
</table>

Minimum score per criterion (threshold):
Tenders scoring less than the minimum score for any technical award criterion will be considered of insufficient quality and rejected.

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

5.3.2 Price

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

6 AWARD OF THE CONTRACT

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

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.

- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.

- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150 000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall
be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

8 VALIDITY OF THE TENDER

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

9 ADDITIONAL PROVISIONS

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

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

11 NO OBLIGATION TO AWARD THE CONTRACT

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

12 RESULTS

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

13 DISCLAIMER

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

The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.
## PART 3: ANNEXES

### ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

<table>
<thead>
<tr>
<th>TENDERER’S ID</th>
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<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Legal form</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>Country of registration</td>
<td></td>
</tr>
<tr>
<td>Registration number</td>
<td></td>
</tr>
<tr>
<td>VAT number</td>
<td></td>
</tr>
<tr>
<td>Address of registered office</td>
<td></td>
</tr>
<tr>
<td>Contact address (if different)</td>
<td></td>
</tr>
<tr>
<td>URL</td>
<td></td>
</tr>
</tbody>
</table>

### AUTHORISED REPRESENTATIVE(S)\(^7\)

<p>| | |</p>
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<th></th>
</tr>
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</table>

### CONTACT PERSON

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</table>

**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:

---

\(^7\) 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 at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

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

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

or

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

official name in full:

official legal form:

official address in full:

VAT registration number:

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

a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

e) has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union’s financial interests;

f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;

h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.

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

l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above.8

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

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

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

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

Full name  Date  Signature

---

8 Mandatory for contracts of value above EUR 125,000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.
ANNEX 5: POWER OF ATTORNEY

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER AND LEAD CONTRACTOR

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.

2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:

   (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.

   (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.

1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner’s bank account: [Provide details on bank, address, account number].

2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:

   (a) The lead partner shall submit the tender on behalf of the group of partners.

   (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.

   (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

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

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

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

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

Comparison of European and non-European regional clusters in KETs.

The Case of Semiconductors

SMART 2011/0061

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.

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

.................................................................

Name (in capital letters) and signature:
ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS

Comparison of European and non-European regional clusters in KETs.

The Case of Semiconductors

SMART 2011/0061

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 have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation.\textsuperscript{10}

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

Name (in capital letters) and signature:

\textsuperscript{10} Available at http://ec.europa.eu/budget/documents/financial_regulation_en.htm
**ANNEX 7: CHECKLIST OF DOCUMENTS TO BE SUBMITTED**

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 bid, single tenderer or subcontractor/external expert). Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

<table>
<thead>
<tr>
<th>Description</th>
<th>Lead partner in a joint bid</th>
<th>All the other partners in a joint bid</th>
<th>Single tenderer (with or without subcontractors)</th>
<th>Subcontractor</th>
<th>Subcontractor – External expert</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative section of the tender</strong></td>
<td></td>
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<tr>
<td>Annex 1: Original Administrative identification form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
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<tr>
<td>Annex 2: Original Legal Entity Form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
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<tr>
<td>Annex 3: Original Financial Identification form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
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<tr>
<td>Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
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<td>Annex 5: Original Power of attorney (see section 2.3, part 2)</td>
<td>■</td>
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<tr>
<td>Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)</td>
<td>■</td>
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<tr>
<td>Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)</td>
<td>■</td>
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</tr>
<tr>
<td>Legible photocopy of the statutes of the entity (see section 2.3, part 2)</td>
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</tr>
<tr>
<td>Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)</td>
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</tr>
<tr>
<td>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)</td>
<td>■</td>
<td>■</td>
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</tr>
<tr>
<td>Evidence of financial and economic capacity (see section 5.2.2, part 2)</td>
<td>■</td>
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<td>■</td>
</tr>
<tr>
<td>Evidence of Technical background (see section 5.2.3, part 2)</td>
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</tr>
<tr>
<td><strong>Technical Section of the tender (see section 4.2, part 2)</strong></td>
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<tr>
<td><strong>Financial Section of the tender (see section 4.3, part 2)</strong></td>
<td>■</td>
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</tbody>
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