



EUROPEAN COMMISSION

Directorate-General for Communications Networks, Content and Technology

Digital Single Market

Digital Innovation and Blockchain

CALL FOR TENDERS

SMART 2018/0038

**Study on Blockchains: legal, governance and
interoperability aspects**

TENDER SPECIFICATIONS

Open Procedure

TABLE OF CONTENTS

TABLE OF CONTENTS	2
1. INFORMATION ON TENDERING	4
1.1. Participation	4
1.2. Contractual conditions.....	4
1.3. Compliance with applicable law	4
1.4. Joint tenders.....	4
1.5. Subcontracting.....	5
1.6. Structure and content of the tender	5
1.7. Identification of the tenderer	6
2. TECHNICAL SPECIFICATIONS	7
2.1. Context	7
2.2. Objectives, tasks, methodology, performance and quality indicators.....	9
2.3. Duration.....	16
2.4. Timetable, Deliverables, Meetings and workshop	17
2.5. Terms of approval of reports and deliverables.....	22
2.6. Layout/content of the workplan	22
2.7. Intellectual Property rights	23
3. DATA FORMATS, REPORT FORMAT, CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE DELIVERABLES.....	23
3.1. Data formats	23
3.2. Report format	23
3.3. Content	24
3.4. Structure	25

3.5. Graphic requirements	25
4. EVALUATION AND AWARD	26
4.1. Verification of non-exclusion.....	26
4.2. Selection criteria.....	27
4.3. Award criteria.....	32
4.4. Ranking of tenders	33
5 PAYMENT AND STANDARD CONTRACT.....	33
6 ADDITIONAL PROVISIONS	34
7 LIQUIDATED DAMAGES.....	34
8 NO OBLIGATION TO AWARD THE CONTRACT.....	34
9 RESULTS.....	34
10 ANNEXES	35
ANNEX 1: IDENTIFICATION OF THE TENDERER AND CHECKLIST	36
ANNEX 2: COVER LETTER FOR THE TENDER.....	38
ANNEX 3: ADMINISTRATIVE IDENTIFICATION FORM	40
ANNEX 4: DECLARATION ON HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA.....	41
ANNEX 5: POWER OF ATTORNEY	47
ANNEX 6A: LETTER OF INTENT FOR SUB-CONTRACTORS	48
ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS	49

1. INFORMATION ON TENDERING

1.1. Participation

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 Procurement¹ 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.

For tenderers from the United Kingdom:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

1.2. 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.

1.3. 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/EU².

1.4. 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.

¹ See http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm

² 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).

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.

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 (see Annex 5).

1.5. 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.

Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers are required to identify all subcontractors whose share of the contract is above 15 % 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 (please refer to article II.10 of the model service contract).

1.6. Structure and content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.7)

Part B: Non-exclusion (see section 4.1)

Part C: Selection (see section 4.2)

Part D: Technical offer

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria. 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.

Part E: Financial offer

The price 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. It cannot exceed the maximum price indicated in section II.1.5 of the contract notice. **No contract offer above this amount will be considered.**

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 quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities for 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 2.4.3)

c) Other costs

No specific offer presentation other than the indications provided above is required.

1.7. Identification of the tenderer

The tender must include a **cover letter** (annex 2) signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

In case of a joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney. The signed powers of attorney must be included in the tender as well. Subcontractors that are

identified in the tender must provide a letter of intent signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC. This information is used for statistical purposes only and must be included in the administrative identification form.

In the course of the procedure tenderers may be requested to register and provide a Participant Identification Code (PIC, 9-digit number), serving as the unique identifier of their organisation in the Participant Register. Tenderer(s) will receive instructions on how to create a PIC in due time.

Upon communication of the tenderer's PIC, the EU Validation Services (Research Executive Agency Validation Services) will contact the tenderer (via the messaging system embedded in the Participant Register) and request the latter to provide the supporting documents necessary to prove the legal existence and status of the organisation. All necessary details and instructions will be provided via this separate notification.

2. TECHNICAL SPECIFICATIONS

2.1. Context

The European Commission wants to carefully look at blockchain developments and its potential impact on society and the economy with a view of setting the right conditions for the advent of an open, secure, trustworthy, transparent, and EU law compliant data and transactional environment. The proposed study will provide evidence and support to back policy approaches and concrete actions within the European blockchain initiative as part of DG CNECT strategy for the Next Generation Internet.

Blockchain technology provides decentralized consensus and potentially enlarges the contracting space using smart contracts with tamper-proof and algorithmic executions. Meanwhile, generating decentralized consensus entails distributing information which necessarily alters the informational environment. How decentralization affects consensus effectiveness, and how the quintessential features of Blockchain reshape industrial organization and the landscape of competition is still to be defined and assessed.

Moving from digitalisation dominated by platforms and concentrated silos of data to a digitalisation based on decentralized technologies, holds great promise for the European economy and society. However, this at the same time is both a challenge and opportunity for policymakers and the development of legal frameworks at the regional, national, EU and international levels.

Decentralisation will manifest itself through blockchains and distributed ledger technologies, the Internet of Things, Virtual Reality, 3D printing, Big Data, investment in decentralized systems that are not private companies and may even be ownerless, and in the implementation of artificial intelligence and machine learning, including the linkage of machine learning and blockchain to build collective super intelligence.

Much legislation in the EU has been adopted in the pre-digitalisation era or in the era of data or platforms controlled by a single body. How can these legal frameworks be applied to the decentralized technologies? In order to adopt and shape such new technologies in line with EU law and European values, regulatory sandboxes may be a useful tool. Regulatory sandboxes feature in both the FinTech Action Plan and the Startups to Scaleups Communication as an approach incorporating regulator/innovator collaboration in testing a new technology or business model that is not foreseen (but not prohibited) in existing regulation. A following question is whether new targeted legislation is needed for these decentralised technologies: it is worth looking into them in more detail.

It is expected that blockchains and smart contracts can make a new automated and decentralised Internet infrastructure possible, concurrently strengthening a decentralised economy and enable the development of business model innovations at the local levels. Blockchain is a technology that promotes user trust and makes it possible to share on-line information, agree on and record transactions in a verifiable, secure and permanent way. Blockchain can play a critical role in overcoming market failures by reducing information asymmetries between different market actors. It can provide market players with the needed mutual trust and thus enable transactions that would have not taken place otherwise. Therefore, it is expected that blockchain can contribute to economic growth and foster the local social development.

In October 2017, the European Council asked the European Commission to present a European approach to blockchain and invited the Commission to put forward initiatives for strengthening the framework conditions that enable the EU to explore new markets and to reaffirm the leading role of its industry. The European Commission formally underlined its commitment to blockchain in the FinTech Action Plan, which was adopted by the College of Commissioners on 8 March 2018.

This presaged European Digital Day 2018: where on 10 April, 21 Member States (now 26) and Norway signed a Declaration creating the European Blockchain Partnership (EBP) and committing to cooperate to establish the European Blockchain Services Infrastructure (EBSI), supporting the delivery of cross-border digital public services, with the highest security and privacy standards. The EBP has finalised the choice of the first use cases that will be launched in 2019 on the EBSI, and will confirm the functional specifications and governance by the end of the year. These first use cases will centre around RegTech, notarisation and certification of documents. More use cases would be introduced in following years and it is anticipated that a number of them could make use of smart contracts on the blockchain.

A smart contract is a piece of software that is stored and executed by the entire network in a decentralised way. The anatomy of a smart contract is a number of variables that store data; a constructor, which initializes the data at the time that the smart contract is created, and a number of functions that allow third parties to modify the data and/or get a response following specified business logic rules. A smart contract makes it possible to perform a transaction automatically online, once the program establishes that certain conditions, set out beforehand in the code, have been fulfilled. In the current situation, a smart contract may have legal significance but not necessarily. In the case of smart contracts on Ethereum, they have 3 main elements: 1) a balance 2) a capability for (possibly rewritable) data storage 3) the contract code.

In terms of legal issues, an important question is what is actually determinant: the intention with which a smart contract is drawn up or the way in which that intention is coded?

Jurisdiction is another: if there is a dispute over a smart contract on a blockchain, what is the applicable law and which court is competent? There are also questions of liability when something goes wrong that will need to be addressed— of the programmer, the party for whom the programmer worked, of the platform that provided the smart contract functionality. It can also be asked whether a role should be foreseen for an automated oracle or a human intervention.

Inputs are being received from the Working Groups of the EU Blockchain Observatory and Forum, the European Blockchain Partnership (EU Member States and Norway), ad hoc meetings of legal experts and from other stakeholders (startups, industry, civil society) to contribute to this legal reflection on smart contracts. Is there a need for steps ensuring their enforceability, fairness, cybersecurity and resiliency, transparency and possibility of revocation across borders in the EU? An important concern is preventing fragmentation of the EU's Digital Single Market in order to reap the benefits of smart contracts and blockchains across borders and throughout the EU.

Another upcoming area of legal interest in the decentralised economy is that of tokenisation and initial coin offerings (ICOs). Initial Coin Offerings (ICOs) are a new fundraising or consumption tool using tokenisation on a blockchain. Tokens (coins) can be divided into settlement tokens, currency and other assets; investment tokens, equity or debt; utility tokens, for enabling or consumer use; and donation tokens. Utility tokens are used to enable the use of services in a system. The FinTech Action Plan concluded that an assessment of the suitability of the current EU regulatory framework with regard to Initial Coin Offerings and crypto-assets more generally is necessary.

The European Securities and Markets Authority (ESMA) and the EU Member State securities authorities are currently addressing in a Task Force those tokens that would be classified as securities tokens. In order to enable the use of utility tokens to ease the use of blockchain-based platforms and to introduce more transparency and good governance into Initial Coin Offerings, the Commission is collecting and analysing inputs on utility tokens for analysis of any need for future initiatives.

2.2. Objectives, tasks, methodology, performance and quality indicators

2.2.1. Objectives

The overall objective of the study is to help refine and complement the EU blockchain initiative launched in early 2018, and contribute to build the Next Generation Internet strategy. The study will analyse and assess the legal framework in the EU with regard to blockchain technology and present policy options where a need for adjustment or clarification is required. The aim is that the legal framework should consolidate provisions for legal certainty on issues such as the use and recognition of smart contracts across different jurisdictions, blockchain platforms' interoperability and the way to issue and exploit utility tokens. In this context, the study should also help understand what the impacts of blockchain could be, notably for what concerns a wide use of smart contracts and tokenisation, with a view to consider future blockchain policy developments.

More specifically, the study should assess the need and analyse the socio-economic impacts of an EU regulation on smart contracts, ensuring their enforceability, fairness and possibility of revocation across borders in the EU; and EU directives or regulations on utility/consumer tokens and Initial Coin Offerings, and their secondary markets.

Smart contracts

Smart contracts are self-executing digital transactions using decentralized cryptographic mechanisms for enforcement. It is a deterministic computer program deployed and executed on a blockchain. In the current situation, a smart contract may have legal significance but not obligatorily. A contract is a type of agreement and an agreement exists if there is offer and acceptance. This is not dependent on form. An element is that it must be clear to both parties what has been agreed. By definition, it is not under the control of a single party. A smart contract makes it possible to perform a transaction automatically online, once the program establishes that certain conditions, set out beforehand in the code, have been fulfilled.

For example, smart contracts on Ethereum, have 3 main elements: 1) a balance 2) a capability for (possibly rewritable) data storage 3) the contract code. Smart contracts are reactive: they do nothing until they receive a message or transaction.

An important question to address is what is actually determinant: the intention with which a smart contract is drawn up or the way in which that intention is coded. There are also questions of liability – of the programmer, the party for whom the programmer worked, of the platform that provided the smart contract functionality. Should a role be foreseen for human intervention, in the manner of an exceptions procedure, where safety valves are already provided in the law or where there are unforeseen circumstances, or particular issues of a case? In current legal frameworks, escrow parties, mediators or judges fulfil such roles.

Reasonableness and fairness dictate that parties must have their behaviour determined in part by the justified interests of the counterparty. The obligation of information can be an issue between experts and non-experts. Traditional contracts include operational semantics and denotational semantics; typically, smart contracts just include operational semantics.

Jurisdiction: if there is a dispute over a smart contract, what is the applicable law and which court is competent? Observers have stated that it would be desirable to develop a standard (ontology) that expresses rights and obligations independently of any platform.

Taking into account the above, the study should make a proposal for a regulation on smart contracts, to be drafted to ensure their mutual recognition in the EU's Digital Single Market, preventing fragmentation between EU Member States.

Initial Coin Offerings

Initial Coin Offerings (ICOs) are a new fundraising or consumption tools using tokenisation on a blockchain. There has been a large increase in ICO volume: over 850 public ICOs in 2017, raising more than \$6 billion for their developers, with a 2018 volume expected of nearly \$20 billion (White & Case). Tokens (coins) can be divided into settlement tokens, currency and other assets; investment tokens, equity or debt; utility tokens, for enabling or consumer use; and donation tokens. Utility tokens are used to enable the use of services in a system. An example is ether for running smart contracts on Ethereum.

ESMA and the MS securities authorities are currently addressing the securities tokens in a Task Force. EU securities law such as the Prospectus Regulation, Markets in Financial Instruments Directive (MiFID2), Alternative Investment Fund Directive, the Anti-Money Laundering Directive, and the Market Abuse Regulation. For settlement tokens, the eMoney

Directive and PSD2 may apply. For utility tokens, the eCommerce Directive, the Consumer Rights Directive and Distance Selling Directive may apply.

In order to enable the use of utility tokens to ease the use of blockchain-based platforms and to introduce more transparency and good governance into ICOs, the study may propose elements of a directive or regulation on utility token (ICOs) with a view to also prevent fragmentation of the EU market and to solidify its global position.

The study should reinforce or complement the work to assess the legal framework performed by the EU Blockchain Observatory and Forum, while providing useful and meaningful inputs for the socio-economic and legal impacts of deploying of a EU Blockchain Infrastructure in 2020. The outcome will also be used for elaborating, legitimating and implementing different approaches and specific actions. The results of this study will contribute to the overarching policy and implementation actions for the next Digital Europe and Horizon Europe programmes.

To achieve the above, the study will address:

- a comprehensive assessment of the legislative framework for Blockchain use, responsibilities and liabilities;
- policy choices and analyse their socio-economic impacts;
- experience sharing and validation of policy choices;
- timeline for the development of legal or non-legal EU initiatives;

The study will identify the stakeholders of the study: Member States and EC institutions, organisations and persons to be addressed during the research process:

- identify and list the main stakeholders for this policy area (practitioners, academics, NGOs, authorities in the Member State, small and medium sized companies, startups etc.);
- identify who should be consulted during the course of the study (as above).

Questions to be answered by the study would include:

- What is the problem that is being addressed, its nature and scale? What are the underlying causes and drivers?
- How and to what extent does the problem affect stakeholder groups/different Member States or third countries?
- How would the problem evolve without action at EU level?
- What are the general and specific policy objectives linked to the problem?
- What options are there for tackling the problem – including non-EU and non-legislative action?
- What are the findings of the latest research into the issue?
- What are the expected environmental, social and economic impacts of the policy options, particularly in terms of benefits and costs (including estimates of administrative burden, other compliance costs and implementation costs for public administrations and other stakeholders)?
- How should the success of the proposed legal framework be monitored and evaluated?

2.2.2. Tasks

- Identify relevant existing legal frameworks, analyse their impact on the development of Blockchain, as well as the potential implications in terms of risks and opportunities for Europe;
- Provide expertise for the development of policy options for feasible and sustainable EU wide legal and regulatory framework, notably identifying the role that should be played at EU level and Member States;
- Analyse and assess the impact of each policy option on the economy and on society, notably through the development of new trust models which will make consolidated practices and business models less effective and obsolete.
- Through a workshop, facilitate experience sharing and validate policy reflections with stakeholders, by involving public authorities, academia, regulators and practitioners;

More specifically:

Task 1 – Assessing developments, trends and emerging issues concerning regulatory frameworks

The study will analyse and assess the implications of blockchain development on diverse regulatory frameworks across the world, with particular emphasis on EU countries. The study should identify barriers to Blockchain implementation in sectorial legislation as well as barriers to investing in de-centralised systems that are not private companies. It will cover for instance:

- a. Technical challenges e.g. transaction capacities, validation protocols, smart contracts, etc.
- b. Tokenization as a mean to create value and provide incentives for encouraging specific behaviours
- c. Cybersecurity and cryptography development
- d. Interoperability and standardisation
- e. Organisational and governance aspects
- f. Scalability and integration with legacy systems

This should be done through a flexible, proactive and reactive approach, considering the fast-evolving blockchain environment. The work should analyse the legal challenges posed by Blockchain and address questions, such as:

- Could Distributed Ledger Technologies (DLT) be designed in a way that transactions which would infringe fundamental legal principles or mandatory rules could not be executed (e.g., smart contracts for drug trafficking or money laundering or data protection abiding technologies)? Notably, could a registration that occurred be deleted as in contrast with a fundamental right, such as the right to be forgotten? How can data retention principles be applied?
- To what extent can smart contracts avoid judicial review? Could legal concepts like “nullity” or “contestability” which can be effective “ex tunc” / “ab initio” be reflected in the blockchain?

- Could rules on the protection of minors be implemented in the blockchain structure? Would this require that the date of birth of all participants is transparent? How does this relate to the anonymity or pseudonymity which is prevalent in many blockchains?
- How can the protection of consumers be ensured in blockchain applications? How could the Directive on unfair terms in consumer contracts (1993/13/EC) which provides for the non-binding nature of unfair contract terms be respected on the blockchain?
- If legal concepts could not be reflected in the blockchain, transactions recorded in the blockchain could be in contrast with the “legal reality”. How could it be achieved that the transactions on the blockchain and the “legal reality” are aligned? How would a judge deal with a transaction on blockchain that contrasts with the “legal reality”?
- Given that a blockchain can be operated everywhere, to which extent is it possible to regulate blockchain? How is this different than someone conducting international or foreign transactions?
- If distributed ledgers are not subject to a specific location and every node of the network can be subject to a different law, how do we deal with the issue of territoriality? How do we understand which law should be applied?
- If there is not a “central party” responsible for the ledger, who is responsible for data loss or cyber attacks or the damages caused by operational failures?
- What problems are caused by the lack of regulation or the lack of harmonized regulation? What regulatory use cases exist?

The tenderer could consider sourcing of information from relevant regulatory bodies based on specific criteria and decided in the inception meeting with the EC. The study should also pay particular attention to the evolution of legal frameworks and regulation to enhance or hinder the nascent blockchain technology applications.

Task 2 – Proposing an EU wide legal and regulatory framework

The study will propose policy options by addressing the developments and implications of relevant use cases in non-financial services (considering prioritization and time horizon of solutions deployment, impact regarding simplification, cost effectiveness, traceability and availability of data, disintermediation, etc.), such as RegTech, notarisation and certification of documents as well as regulation on smart contracts and regulation on utility token Initial Coin Offerings (ICOs).

The proposed policy options should be drafted with a view to ensure mutual recognition in the EU's Digital Single Market and preventing fragmentation among EU Member States.

The tenderer should consider the work already carried out by other actors (e.g. the EU Blockchain Observatory and Forum, the Blockchain partnership, the EU blockchain infrastructure study, the Joint Research Centre, and others...) and where possible liaise with them in order to complement existing knowledge and cooperate closely, searching for synergies with ongoing proofs of concept or regulatory pilot projects related to Blockchain.

Task 3 – Analysing and assessing the impact of Blockchain technology on the economy and on society

Currently most economic actors do not realize the extent of Blockchain's applications. Blockchain has the ability to track the details of contributions to a project from start to finish,

thereby greatly reducing the risk of fraudulent behaviour and increase the authenticity of assets involved in transactions.

Blockchain technology offers an alternative to the current well-established business model, thereby changing the dynamics of the working practices. Blockchain could bring savings and greater reliability in a number of commercial activities, well beyond the traditional ways that required human direct intervention. It is reasonable to assume that Blockchain will change the structure of services, such as accounting, notary and legal services of any business. Questions to be addressed could include: How will these services have to evolve or seek for different opportunities in the next decade? What accompanying measures, such as advanced skills training, may soften the transition?

The main issue to address will be whether the impact of decentralised systems enabled by Blockchain/DLT and the resulting business models will allow sharing of computational power, resources and talents for AI, machine learning, Big Data applications, that can utilise tokenisation systems both for reward and for representation of real world assets and objects on the Blockchain.

The contractor has to keep in mind that Blockchain and smart contracts are a very nascent technology whose worth has yet to be proven in the business world. The regulatory framework should not straightjacket it in its infancy or hamper it to accommodate social needs.

The study will identify concrete policy options for Blockchain regulation in non-financial services such as RegTech, notarisisation and certification of documents as well as regulation on smart contracts and regulation on utility token Initial Coin Offerings (ICOs).

The policy options should be drafted in a way to ensure clear understanding of the possible follow up by the European Institutions. The identified options should encourage mutual recognition in the EU's Digital Single Market and prevent fragmentation among EU Member States.

The study should build on the work already carried out by other actors (e.g. the EU Blockchain Observatory and Forum, the Blockchain partnership, the EU blockchain infrastructure study, the Joint Research Centre, and others...) and add value to existing knowledge, searching for synergies with ongoing proofs of concept or regulatory pilot projects related to Blockchain.

The study should also answer questions related to the future integration of blockchain, notably, how services will have to evolve or seek for different opportunities in the next decade and what accompanying measures, such as advanced skills training, may soften the blockchain transition.

The study should also assess whether the impact of decentralised systems enabled by Blockchain and the resulting business models will allow sharing of computational power, resources and talents for AI, machine learning, Big Data applications, that can utilise tokenisation systems both for reward and for representation of real world assets and objects on the Blockchain.

For each policy option, the study should provide data analysis and evidence that would allow the EU legislator to assess the overall environmental, socio-economic impact of Blockchain,

including an estimate of consolidated economic benefits, of greater competitiveness on industry and of social costs.

Task 4 – Experience sharing, validation of policy and recommendations

The contractor will consolidate findings through workshop in month 5 that will validate and/or challenge the findings from the consolidated tasks. Stakeholders from public authorities, academia, regulators and practitioners will be invited to the workshop to share their experience and contribute to the work of the contractor.

The workshop should mobilise and involve widely the regulatory and socio-economic community following Blockchain across the EU and the world if necessary, according to areas and topics to be discussed. The EU Blockchain Observatory and Forum working group members should be invited to the workshop and will actively contribute to the discussion. This should happen through an open, transparent, agile and proactive method. This lively workshop should provide a multi-stakeholders point of view to the work of the contractor.

The purpose of Task 4 is also to attract high quality expertise on Blockchain issues from the legal and regulatory and economic perspective. The tenderer can propose the approach and the format of the workshop which may vary according to the topic addressed.

The minimum requirements to be met by the tender are: to be able to carryout all tasks of the study; to cover at least 6 regulatory frameworks across the world, with particular emphasis on EU countries; to respect the timeline and not exceed 6 months for the whole study.

2.2.3. Methodology

The tenderer is expected to define an agile approach to carry out the tasks requested, while following a clear methodology covering all aspects of the study. Tenderers are free to propose the specific methodology, taking into account the context and objectives of the study and the following conditions:

The balance between the efforts devoted to each specific objective of the study should be reasonable and well justified. The analysis of today's situation should build on existing analysis and sources of information, including results from the currently ongoing Commission-funded studies on Blockchain and Distributed ledger technology.

More generally, the study should be based on data from a variety of sources such as company, industry, government, trade journals and organisations, as well as market studies, including the above-mentioned Commission study. It should include information from literature reviews and discussions/interviews with technology/market experts and key stakeholders in the field of Blockchain. Efficient use of available networks should be made by liaising with relevant stakeholder groups such as the EU Blockchain Observatory and Forum.

The analysis of Europe's current and future perspectives on Blockchain could be based on scenarios for future development, but tenderers are free to propose their own specific methodology.

2.2.4. Performance and Quality Requirements

The awarded team will address the tasks in a flexible way, allowing possible changes in focus and iterations on findings and nurturing the work of the Commission in light of the evolving understanding of the legal framework and of the economic impacts, emerging trends and needs. The team should show knowledge and understanding of the subject matter and capacity to react to the fast-moving blockchain environment.

Flexibility regarding scope and tasks should concern also the overall budget allocation, depending on blockchain related evolutions and priorities that may emerge during the contract life-span.

The budgets for any event organization should be reasonable and well justified. Options for limiting costs should be considered, for example through using EU institutions' venues or piggy-backing onto other planned major events to limit budget expenses. Free participation (no fees) would be strongly encouraged. Participation fees will remain exceptional, duly justified and subject to approval by the Commission.

The contractor shall participate in meetings (mainly conference call) with the Commission for preparing and coordinating the activities and tasks described above.

The main deliverables of the work to be carried out will be the policy options report, materials obtained during the field work and the workshop (transcripts of interviews, complete record of the workshop), PowerPoint presentations made during and at the end of the study and a summary of the most important research results, including the conclusions and recommendations of the Study. The final study should show:

- clear connection between data, findings and conclusions;
- readability for the non-specialist;
- logical structure;
- limit on number of pages for the main body of the report to 40 pages;
- quality and relevance of the information to be included in annexes, notably to support the findings and recommendations.

To measure the quality requirements of the results, the key indicators include:

- Quality of the analysis of the situation
- Quality of the selection and analysis of policy options
- Rationale for the choice of stakeholders and countries engaged

2.3. Duration

Duration of the tasks, including the period of approval of the deliverables if applicable, must not exceed the period indicated in Article I.3.3 of the model service contract in line with section II.2.7 of the contract notice.

2.4. Timetable, Deliverables, Meetings and workshop

2.4.1. Timetable:

The study including the carrying out of the tasks, the period of approval of the Inception and interim reports, deliverables and the Final report, must not exceed 6 months, starting from the date the contract is awarded.

2.4.2. The deliverables listed below must be provided by the contractor:

Title	Type	Due month	Linked to payment
Inception meeting	Meeting	1	
D1.1. Inception report	Deliverable	1	No
Interim meeting	Meeting	3	
D1.2. Interim study report (including interim Progress report and raw data set)	Deliverable	3	No
Workshop and post-workshop report	Workshop/Deliverable	5	No
Final Meeting	Meeting	6	
D1.3. Final study Report (including final Progress report)	Deliverable	6	Yes
Final Data	Deliverable	6	Yes
Conference calls or face to face meeting	Meeting/Telco	2, 3, 4, 5, 6	

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 2.4.3 below). The tenderer should present the sourcing of information from relevant regulatory bodies proposing specific criteria in the inception meeting for approval. 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 finalised Inception Report shall be made available to the Commission's services within 2 weeks after the inception meeting.

Interim study report which will cover the first three months. The interim report should present a. the technical challenges e.g. transaction capacities, validation protocols, smart contracts, etc. b. Tokenization as a mean to create value and provide incentives for encouraging specific behaviours, c. Cybersecurity and cryptography development, d. Interoperability and standardisation, e. Organisational and governance aspects and f. Scalability and integration with legacy systems. The report should pay particular attention to

the evolution of legal frameworks and regulation underlying the possibility that it may enhance or hinder the nascent blockchain technology applications.

The interim report should already outline policy options by addressing developments and implications of relevant use cases in non-financial services (considering prioritization and time horizon of solutions deployment, impact regarding simplification, cost effectiveness, traceability and availability of data, disintermediation, etc.), such as RegTech, notarisation and certification of documents as well as regulation on smart contracts and regulation on utility token Initial Coin Offerings (ICOs).

The interim study report shall be made available to the Commission's services within 3 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 3 (see section 2.4.3 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 2 weeks after the first interim meeting.

Final study report shall be made available to the Commission's services within 6 months after signature of the contract by the last contracting party.

The final study report will identify concrete policy options for Blockchain regulation in non-financial services such as RegTech, notarisation and certification of documents as well as regulation on smart contracts and regulation on utility token Initial Coin Offerings (ICOs).

The policy options should be drafted in a way to ensure clear understanding of the possible follow up by the European Institutions. The identified options should encourage mutual recognition in the EU's Digital Single Market and prevent fragmentation among EU Member States.

The final study report should build on the work already carried out by other actors (e.g. the EU Blockchain Observatory and Forum, the Blockchain partnership, the EU blockchain infrastructure study, the Joint Research Centre, and others...) and add value to existing knowledge, searching for synergies with ongoing proofs of concept or regulatory pilot projects related to Blockchain.

The final study report should also answer questions related to the future integration of blockchain, notably, how services will have to evolve or seek for different opportunities in the next decade and what accompanying measures, such as advanced skills training, may soften the blockchain transition.

The final study report should also assess whether the impact of decentralised systems enabled by Blockchain and the resulting business models will allow sharing of computational power, resources and talents for AI, machine learning, Big Data applications, that can utilise tokenisation systems both for reward and for representation of real world assets and objects on the Blockchain.

For each policy option, the study should provide data analysis and evidence that would allow the EU legislator to assess the overall environmental, socio-economic impact of Blockchain, including an estimate of consolidated economic benefits, of greater competitiveness on industry and of social costs.

A draft of the final study report shall be made available to the Commission's services for information 10 working days before the final meeting. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised Final study Report shall be made available within 2 weeks after the final meeting.

The final datasets, under Task 1 through 4, 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 Commission internal usage and for publishing on the Open Data Portal, in compliance with Commission Decision (2011/833/EU). 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 raw datasets and/or the derived indicators shall be made available to the Commission's services within 3 months after signature of the contract by the last contracting party.

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.

Progress reports:

A Progress Report is a short document explaining what has been executed so far to justify the payment. The report must explain the activities carried out, the problems encountered, delays (if any), the work already performed, and the use of resources. Progress reports must be written in English, be up to 1000 words in length, supplied in electronic format, and sent by e-mail.

Interim progress report, will indicate the progress to date with sufficient information to permit reorientation if appropriate and required, and will contain at least the following information (to be adapted to the needs)

- a substantial part of the desk research;
- initial results of the data gathering exercise and the interviews with practitioners;
- description of the problem;
- outline of the policy options;
- problems encountered that may have an impact on the tasks to be carried out;
- information and clear references on sources of information used or to be used;
- clear indications and detailed planning of the work to be carried out for the completion of the tasks.
- time-sheets on person/days consumption, travel details, use of consumables, etc.

The interim progress report shall be made available to the Commission's services within 3 months after signature of the contract by the last contracting party.

Final progress report, shall include:

- an executive summary setting out the conclusions of the report (max 2 pages);
- the full results of the desk research, data gathering and interviews with practitioners (to be included as Annexes if appropriate);

- a comprehensive impact analysis structure covering all steps of the impact assessment, including the problem definition, objectives, policy options as well as an in-depth analysis of the impacts of each policy option, comparison of options and the indication of the preferred policy option (if applicable) and monitoring and evaluation arrangements;
- an in-depth assessment of the preferred policy option;
- clear references to sources of information used.
- the time-sheets on person/days consumption, travel details, use of consumables, etc.

The final progress report shall be made available to the Commission's services within 6 months after signature of the contract by the last contracting party.

2.4.3. 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 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 3 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 6 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 2.5 below will be presented by the contractor during a final workshop to be held within 5 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 be organised by the Commission's services 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 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 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 in cooperation with the Commission;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for up to 6 speakers;
- Financing the travel and accommodation expenses for up to 6 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.

2.5. Terms of approval of reports and deliverables

2.5.1. Study report(s)

After reception of each study report included in section 2.4.2 above, except for the reports linked to payments, the Commission will have 10 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 5 calendar days. The new report shall likewise be subject to the above provisions.

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

2.5.2. Progress report(s)

Except for the reports linked to payments, the Commission shall have 20 days from receipt to approve or reject the progress report(s), and the Contractor shall have 10 days in which to submit additional information or a new report.

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

2.5.3. Other deliverables

Except for the reports linked to payments, the Commission shall have 15 days from receipt to approve or reject the deliverable(s), and the Contractor shall have 10 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.

2.6. Layout/content of the workplan

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 also include the name of the organisation or the person 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, i.e. for example the estimate number of man days and travels required for each task or phase....

2.7. Intellectual Property rights

The intellectual property rights related to the services/studies are foreseen in clauses I.10, I.14, I.15 and II.13 of the service contract.

Parts of results pre-existing the contract

If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

3. DATA FORMATS, REPORT FORMAT, CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE DELIVERABLES

The contractor must deliver the study and other deliverables as indicated below.

3.1. 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**.
- use standard European Legislation Identifiers. For a list of shared data interoperability assets see the Joinup catalogue from DG DIGIT's ISA program.
- 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.

3.2. 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 5 paper copies and in electronic format (.doc, .xls, .ppt or equivalents in open formats) and in a .pdf format suitable for publication by the Commission's services on Commission websites. 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.

3.3. Content

3.3.1. Final study report

The final study report must include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following 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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XXXX to be replaced with the year of publication

In view of its publication, the final report by the contractors must be of high editorial quality. In cases where the contractor does not manage to produce a final report of high editorial quality within the timeframe defined by the contract, the contracting authority can decide to have the final report professionally edited at the expense of the contractor (e.g. deduction of these costs from the final payment).

The Final Study Report shall be provided in 10 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 provided in 10 bound paper copies (for each of the two languages), and in a .pdf format suitable for publication by the Commission’s services on Commission websites.

3.3.2. Publishable executive summary

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

- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following 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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Replace XXXX with the year of publication

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

3.3.3. Requirements for publication on Internet

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm

For the publishable versions of the study, abstract and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/> .

3.4. Structure

The **Final study report** shall include the following sections:

1. Executive summary setting out the conclusions of the report (*max 6 pages*);
2. The full results of the desk research, data gathering and interviews with practitioners (to be included as Annexes if appropriate);
3. A comprehensive analysis of Blockchain legal framework and relative impact covering all steps of the impact assessment, including the problem definition, objectives, policy options as well as an in-depth analysis of the impacts of each policy option, comparison of options and the indication of the preferred policy option (if applicable) and monitoring and evaluation arrangements;
4. An in-depth assessment of the preferred policy option;
5. Clear references to sources of information used.
6. Conclusions
7. Annexes

3.5. Graphic requirements

The contractor must deliver the study and all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm

A simple Word template will be provided to the contractor after contract signature. The contractor must fill in the cover page in accordance with the instructions provided in the template. The use of templates for studies is exclusive to European Commission's contractors. No template will be provided to tenderers while preparing their tenders.

4. EVALUATION AND AWARD

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.

4.1. 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 15% 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 obligation to submit supporting evidence does not apply to international organisations.

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 tender³.

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.

4.2. 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.

4.2.1. Declaration and evidence

The tenderer(s) (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 individually. For the criteria applicable to the tenderer as a whole the tenderer (sole tenderer or leader in case of joint tender) must provide the declaration on honour stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria for which a consolidated assessment will be carried out.

³ In case of doubt, the documentary evidence may be requested to all subcontractors whose share of the contract is above 15 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria.

This declaration is part of the declaration used for exclusion criteria (see section 4.1) so only one declaration covering both aspects should be provided by each concerned entity.

The evidence of the technical and professional capacity of the tenderers and of subcontractors whose capacity is necessary to fulfil the selection criteria shall be included in the tender. The rest of the criteria will be evaluated on the basis of the declaration on honour.

For those selection criteria for which evidence has not been requested, and after contract award, the successful tenderer will be required to provide the evidence of legal and regulatory capacity and financial and economic capacity 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 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.

4.2.2. Legal and regulatory capacity

Criterion L1	Capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders
Evidence L1 (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 ⁴

⁴ **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;

4.2.3. Economic and financial capacity criteria

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 criterion:

Criterion F1	Annual turnover of the last two financial years, for which the accounts have been closed, above EUR 380.000; this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group, in case of a joint tender.
Evidence F1 (to be provided on request):	- 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.

4.2.4. Technical and professional capacity criteria and evidence

With respect to the criteria listed in sub-sections A and B below (e.g. relevant expertise of the tenderer and other applicants, management capability), in case of participation of group members, e.g. local affiliates of international companies, documentary evidence of the entire group (e.g. list of contracts, etc.) will only be taken into account if a specific written endorsement of the participation by the local affiliate and/or mother company is provided.

With respect to the criterion relating to the team members, any team member who is not directly employed by the legal entity (or one of the entities in case of a joint tender) submitting the tender is considered as a subcontractor. In such case either his employer, even if this is a local branch of the same global company, should be declared as a subcontractor or

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- 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**.

he is to be considered to participate as independent expert. In both cases the forms requested in Annex 1) need to be provided.

A. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below.

The project references indicated below consist in a list of relevant services provided in the past three years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

Criterion A1:	The tenderer must prove experience in the field of Blockchain technology, knowledge of international legal and regulatory frameworks for technology related fields, proven capacity in drafting reports and recommendations.
Evidence A1 (to be provided with the offer):	the tenderer must provide references for 3 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 with a minimum value for each contract of EUR 100 000.

Criterion A2	The tenderer must prove capacity to work in 3 EU official languages including at least English and French.
Evidence A2 (to be provided with the offer):	the tenderer must provide references for 3 contracts or relevant services delivered in the last three years showing the necessary language coverage.

Criterion A3	The tenderer must prove capacity to draft reports in English
Evidence A3 (to be provided with the offer):	the tenderer must provide one document of at least 10 pages (report, study, etc.) in this language that it has drafted and published or delivered to a client in the last two years. The verification will be carried out on 5 pages of the document.

Criterion A4	The tenderer must prove its capacity to work in at least 5 EU countries.
Evidence A4 (to be provided with the offer):	the tenderer must provide references for 3 projects delivered in the last three years. The combination of projects must cover the required geographical scope.

B. Criteria relating to the team delivering the service:

The team delivering the service should include, as a minimum, the following profiles.

Evidence will consist in CVs of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service.

The Europass curriculum vitae template (available at <https://europass.cedefop.europa.eu/documents/curriculum-vitae>) 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.

Criterion B1	Project Manager: At least 10 years experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size (at least EUR 150 000) and coverage (at least 3 countries covered), with experience in management of team of at least 20 people
Evidence B1 (to be provided with the offer)	Concise but informative curricula vitae, with the educational and professional qualifications.

Criterion B2	All members of the team should have at least C1 level in the Common European Framework for Reference for Languages ⁵ in English
Evidence B2 (to be provided with the offer):	CV, a language certificate or past relevant experience.

Criterion B3	Expert in Blockchain technology and related legal issues: At least 3 years of professional experience. Relevant higher education degree or equivalent professional experience and at least 3 years' professional experience in the field.
Evidence B3 (to be provided with the offer):	Concise but informative curricula vitae, with the educational and professional qualifications.

B4 - Team for data collection	Collectively the team of at least 3 people should have knowledge of French and other relevant EU languages and proven experience of 5 years in data collection techniques.
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⁵ See http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp

Evidence B4 (to be provided with the offer):	CV and a language certificate or past relevant experience. 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.
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Continuity of the service: the tenderers shall confirm the continuity of the team possessing the profile and qualifications mentioned above for the whole duration of the execution of the tasks. They shall inform the contracting authority without delay of any modification occurring in the team delivering the service.

4.3. 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.

1. Quality of the proposed methodology and tools for performing the tasks (maximum score: 60 points)

Under this criterion the quality and appropriateness of the methodology and tools as described in the tender and the specific methodology envisaged for each task will be assessed. The quality and appropriateness will be assessed against the completeness, clarity and relevance of the proposed approach as regards the tasks set out in the technical specifications.

Sub-criterion 1.1: Clarity, credibility, quality and feasibility of the tender (i.e. project description, and functionality of the approach):

Sub-criterion 1.2 Soundness of the proposed analytical basis

Sub-criterion 1.3 Soundness and appropriateness of the proposed analysis tools and evidence gathering techniques

Tenderers should provide a description of the methodologies and multidisciplinary approaches proposed for undertaking the tasks. They should list in particular the tools and methods envisaged. This description must be as precise as possible. Methods and tools should relate particularly to [please develop further]. The description must be as precise as possible. To this purpose, they could also mention the tools used in the past by them or by members of the consortium and present the concepts or theories followed.

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

2. Organisation of the work and resources (maximum score: 20 points)

This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer. It is not a budget requested as part of the financial offer.

Sub-criterion 2.1: Feasibility to meet the objectives specified in the tender specifications outlined by a workplan or timetable.

Sub-criterion 2.2: Adequacy and appropriateness of the overall allocation of time and resources to the study and to each task or deliverable, as well as the level of direct participation of senior staff in performance of the tasks required under these tender specifications and specifying clearly the identity, roles, activities and responsibilities of subcontractor(s)

Sub-criterion 2.3: Mechanisms for continuous service and coordination within the team

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

3. Quality control measures (maximum score: 20 points)

Tenderers should provide a quality plan, to specify how they intend to control and ensure high quality and effective monitoring of the services and works they may be required to supply to the Commission in execution of the contract. This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Sub-criterion 3.1: Adequacy of the quality control system applied to the service foreseen in the tender specifications (the quality of all information supplied to the contracting authority, the deliverables, the language quality check, and continuity of the service in case of absence of a member of the team).

Tenders must score minimum 50% for each criterion, and minimum 70 % in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

4.4. 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. A weight of 60/40 is given to quality and price.

score for tender X	=	cheapest price	* 40 %	+	total quality score (out of 100) for all award criteria of tender X	* 60 %
		price of tender X				

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

5 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.

6 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.

No information of any kind will be given on the state of progress with regard to the evaluation of tenders.

7 Liquidated damages

Please refer to article II.15 of the model contract

8 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.

9 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).

10 Annexes

The following documents are annexed to these tender specifications and form integral part of them:

Annex 1: Identification of the tenderer- list and forms required including checklist

Annex 2: Cover letter

Annex 3: Administrative identification form

Annex 4: Declaration on honour on exclusion criteria and selection criteria

Annex 5: Power of attorney

Annex 6A: Letter of intent for subcontractors

Annex 6B: Letter of intent for external experts

ANNEX 1: IDENTIFICATION OF THE TENDERER AND CHECKLIST

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. The following options described the different ways to submit a tender and are further explained in this annex.

Option 1: Submission by one tenderer: Private / Public entity / Individual: ‘sole tender’ in the e-Submission application.

Option 2: Submission by partners: ‘joint tender’ in the e-Submission application. In case of a group (joint tender) one member of the group must be designated as leader (‘joint tender leader’ in the e-Submission application).

Option 3: Submission by one tenderer with subcontractors: ‘sole tender; involving subcontracting’ in the e-Submission application.

Option 4: Submission by partners (one must be designated as lead partner/contractor) with subcontractors: ‘joint tender; involving subcontracting’ in the e-Submission application.

In the course of the procedure the EU Validation Services may contact tenderers via the Participant Register and ask for supporting documents with respect to the legal existence and status. Please note that a request for supporting documents in no way implies that the tenderer has been successful.

The following documents shall be submitted with the tender in eSubmission:

Checklist of documents to be submitted

Blockchains: legal, governance and interoperability aspects - SMART 2018/0038

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 (parts A, B and C)</i>					
Annex 2: Cover letter for the tender	■		■		
Annex 3: Administrative identification form	■	■	■		
Annex 4: Declaration of honour with respect to the exclusion criteria and selection criteria	■	■	■	■ ⁶	
Annex 5: Power of attorney		■			
Annex 6 a: Letter of intent from each subcontractor				■	
Annex 6 b: Letter of intent from each external expert					■
Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer	■	■	■		
Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment	●	●	●		
Evidence of financial and economic capacity	●	●	●	●	
Evidence of Technical and Professional capacity	■	■	■	■	■
<i>Technical Section of the tender (part D)</i>	■		■		
<i>Financial Section of the tender (part E)</i>	■		■		
<i>Tender Report (generated by eSubmission)</i>	■		■		

⁶ Only identified subcontractors whose share of the contract is above 15 % of the price of the tender or whose capacity is necessary to fulfil the selection criteria.

ANNEX 2: COVER LETTER FOR THE TENDER

Blockchains: legal, governance and interoperability aspects - SMART 2018/0038

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 3: ADMINISTRATIVE IDENTIFICATION FORM

Blockchains: legal, governance and interoperability aspects - SMART 2018/0038

<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	
	<input type="checkbox"/> The tenderer is Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC
Bank account (lead partner only) Name of bank: Full address of branch: Exact denomination of account holder: IBAN code:	
<u>AUTHORISED REPRESENTATIVE(S)⁷</u>	
<u>CONTACT PERSON</u>	
Name	
Forename	
Position	
Telephone	
Fax	
Email	
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u>	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	

Place and date:

Name (in capital letters) and signature:

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

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’)

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority⁸, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	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 EU or national laws 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 applicable law;	<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		

⁸ The same EU institution, agency, body or office.

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 or an agreement;	<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 the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and 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 4(2) of Directive (EU) 2017/1371 and 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, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 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 offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement 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 a contracting authority, the European Anti-Fraud Office (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) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>
h) (<i>only for legal persons</i>) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
i) for the situations referred to in points (c) to (h) above the person is subject to: i. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, 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. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks; iv. information transmitted by Member States implementing Union funds; v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

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

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural or legal 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 e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:	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"/>

Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<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 that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate 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 or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for 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 natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d), (f), (g) and (h), 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 (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 award procedure of the same contracting authority⁹. 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

(1) 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 4.2.2 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 4.2.3 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 4.2.4 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(2) 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.

⁹ The same institution or agency.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority¹⁰. 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

¹⁰ The same institution or agency.

ANNEX 5: POWER OF ATTORNEY¹¹

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

Blockchains: legal, governance and interoperability aspects - SMART 2018/0038

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.
- 3) 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].
- 4) 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.
 - (d)

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.

Place and date:

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

¹¹ 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

Blockchains: legal, governance and interoperability aspects - SMART 2018/0038

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 136 of the Financial Regulation¹².

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:

¹² Available at <http://data.europa.eu/eli/reg/2018/1046/oj>

ANNEX 6B: LETTER OF INTENT FOR EXTERNAL EXPERTS

Blockchains: legal, governance and interoperability aspects - SMART 2018/0038

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 136 of the Financial Regulation¹³.

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

¹³ Available at <http://data.europa.eu/eli/reg/2018/1046/oj>