

SPECIFICATIONS

To Invitation to Tender ENV.D.1/FRA/2010/0047

Preparatory action on climate in the Carpathian region – Framework contract for in-depth assessments of vulnerability of environmental resources and ecosystem-based adaptation measures

These specifications follow the publication of

- the prior information notice in OJEU 2010/S 56-082562 of 20/03/2010**
- the contract notice in OJEU 2010/S 157-242015 of 14/08/2010**

PART 1: TECHNICAL DESCRIPTION

PART 2: ADMINISTRATIVE DETAILS

PART 3: ASSESSMENT AND AWARD OF A CONTRACT

- Annex 1: Administrative information form
- Annex 2: Model for Calculation of Prices in specific requests
- Annex 3: Legal entity and financial identification forms
- Annex 4: Declaration of the candidate's eligibility regarding exclusion criteria
- Annex 5: Financial capacity form
- Annex 6: Specimen service request
- Annex 7: Model contract for the framework contract
- Annex 8: Acknowledgement form
- Annex 9: Checklist for complete tender file

1. Background

The objective of the preparatory action "Climate of the Carpathian Basin"¹ approved by the European Parliament is to investigate the detailed weather-related and spatial structure of the Carpathians Region with integrated or at least comparable methods. The basic results will be a contribution to regional climate variability and change studies, and applied climatology.

This is the second year of this pilot project: EUR 2.5 million were allocated in the 2009 budget² and EUR 2 millions have now been included in the 2010 budget. In this 2010 allocation, the European Commission proposed to focus work on the analysis of the vulnerability of water and ecosystems of the region to climate change impacts and other man-made pressures and on identifying potential adaptation measures, focusing on adaptive water management and ecosystem-based approaches. This would provide strong benefits to national and regional authorities of the Carpathian Region, and contribute to concrete policy proposals in line with the Commission White Paper on Adapting to Climate Change³, such as National or Regional adaptation strategies⁴, or a Danube Climate Adaptation Strategy. The results of this analysis will be strongly interrelated with the work already underway and will also provide a contribution to the forthcoming EU Information System on Climate Change Vulnerability and Adaptation (EU Clearinghouse).

A preliminary assessment⁵ of potential climate change impacts in the Carpathian basin identified the following key vulnerabilities 1) lack of water due to increasing drought tendency; 2) increasing frequency of heat waves; with their subsequent effects on ecosystems, ecosystem-based production systems (agriculture, forestry, energy) and health. . No clear picture can be drawn about possible changes in the flood conditions: it is expected that the frequency of both winter floods and torrential flood events will increase.

Addressing successfully these vulnerabilities will require a diversified portfolio of adaptation measures. While infrastructure investments can be foreseen for decreasing the exposure to potential impacts, complementary approaches are needed:

¹ http://eur-lex.europa.eu/budget/data/D2010_VOL4/EN/nmc-titleN1479F/nmc-chapterN14AB0/articles/index.html#N83541660353-0

² The call for tender for the contract under the 2009 allocation is already underway (Contract notice in OJEU 2010/S 110-166082 of 09/06/2010). The project will improve the availability and accessibility of quality controlled, homogeneous and spatially representative time series of climatological and real-time meteorological data for the Carpathian Region. It will demonstrate the use and exploitation of consolidated meteorological data for hydro-meteorological applications such as the climatological characterisation and as a basis for drought monitoring and assessment in the Carpathian Region. The main end-product, by end-2012, will be a Climate Atlas of the Carpathian Region as a basis for climate assessment and further applied climatological studies as well as for drought monitoring in the Carpathian Region in the frame of the European Drought Observatory.

³ COM(2009) 147, available at: http://ec.europa.eu/environment/water/adaptation/index_en.htm

⁴ Most countries in the area (with the notable exception of Hungary) do not have any running national programmes on climate impacts and adaptation measures.

⁵ http://www.circle-era.net/uploads/media/CIRCLE_Del_Ia1_Extended_Country_Report_2ndISSUE_final.pdf

- on the one hand, ecosystem-based approaches contributing to the increase of ecosystems resilience and, while addressing goals such as halting biodiversity loss, degradation of ecosystem or restoring water cycles, at the same time the use of functions and services provided by the ecosystems to achieve a more cost effective and sometimes more feasible adaptation solution rather than relying solely on 'grey' infrastructures alternatives;
- on the other hand, actions leading to the increase of societal resilience to CC potential impacts, in particular in ecosystem-dependent sectors such as agriculture, tourism, etc.

Decreasing vulnerability to CC will require a strong effort of integration of knowledge between sectors, between countries, and between institutional levels. This will be particularly crucial for a proper understanding of adaptive capacity, and on the actual feasibility, real costs and critical success factors of measures that could be identified as "no-regret" from a theoretical perspective. Against that background, stakeholder involvement deserves a specific focus.

The spatial area of interest for the present contract includes the Carpathian Mountain Chain⁶ (including the Transylvanian Depression), the Carpathian Basin (i.e. the Pannonian Depression), and adjacent areas, necessary to study the climate change vulnerability and adaptation of the area.

This includes in particular the catchments of the Carpathian tributaries of the Danube basin (in particular Morava, Váh, Hron, Ipel', Tisza, Južna Morava, Timok, Jiu, Olt, Argeş, Ialomiţ, Siret and Prut), the Vistula river basin and the Dniestr river basin.

This includes part of the territory of the following countries: Bulgaria, Czech Republic, Croatia, Hungary, Moldova, Poland, Romania, Serbia, Slovakia, Ukraine.

The maps produced in the context of this contract should at least cover the area between latitudes 50°N and 44°N, and longitudes 17°E and 27°E . An overview of the area is provided in Figure 1 below (from UNEP, 2007, p. 19).

⁶ Corresponding to the scope of application of the "Framework Convention on the Protection and Sustainable Development of the Carpathians (Carpathian Convention)" according to its Article 1, paragraph 1 (<http://www.carpathianconvention.org/index.htm>)



Figure 1: The Carpathian Mountains and their sub-units.

The work needs to be strongly co-ordinated with the activity of relevant institutions or networks such as:

- The International Commission for the Protection of the Danube River (ICPDR)⁷
- The above mentioned Convention on the Protection and Sustainable Development of the Carpathians
- Mountain Research Initiative – Carpathians⁸
- United Nations Economic Commission in Europe and in particular the programme of pilot projects on adaptation to climate change in transboundary basins under the UNECE Convention on the Protection and Use of Transboundary Watercourses and International Lakes (Water Convention)⁹

⁷ <http://www.icpdr.org/icpdr-pages/drpc.htm>. The Ministers of the Danube countries agreed in the 2010 Ministerial Declaration to ask the ICPDR to develop until 2012 a Climate Adaptation Strategy in the Danube River Basin. This strategy should be based on a step-by-step approach and encompass an overview of relevant re-search and data collection, a vulnerability assessment, ensure that measures and projects are climate proof respectively "no regret measures" and ensure that climate adaptation issues are fully integrated in the second DRBM Plan in 2015. (<http://www.icpdr.org/icpdr-files/15216>).

⁸ <http://mri.scnatweb.ch/networks/mri-europe/carpathians/>

⁹ http://www.unece.org/env/water/meetings/transboundary_adaptation_workshop.html

- CIRCLE-2 and SEE ERA-NET¹⁰.
- EU Adaptation Clearinghouse (including integration with GMES and GEOSS)¹¹
- The Organization for Security and Cooperation in Europe (OSCE) as coordinator of the project “Climate Change and Security Scenarios for Eastern Europe” implemented in the framework of the Environment and Security Initiative
- The Drought Management Centre for South-Eastern Europe (DMCSEE)¹², founded by WMO and UNCCD in 2007, to coordinate and facilitate the development, assessment, and application of drought risk management tools and policies in South-Eastern Europe with the goal of improving drought preparedness and reducing drought impacts.

It is foreseen that these institutions and networks will be represented in a **Steering Committee**, together with relevant officials from the European Commission and the European Environmental Agency.

The work to be undertaken under the 2010 allocation of the preparatory action is organised in two contracts, closely interlinked, and sharing a common 30 months timeframe (early 2011 – mid-2013).

- a service contract for the integrated assessment of vulnerability of environmental resources and ecosystem-based adaptation measures
- a framework contract for in-depth assessments of vulnerability of environmental resources and ecosystem-based adaptation measures

This technical annex refers to the second contract (Framework Contract). Details on the first contract (Service Contract) can be found in call for tender ENV.D.1/SER/2010/0048

2. Objectives and nature of the contract

This call for tender will result in a framework contract, the broad objective of which will be to support the in-depth assessment of vulnerability and potential adaptation measures in the Carpathian Basin. The contract will cover issues that arise but that cannot be foreseen now in the areas of:

- In-depth assessments of vulnerability of water, ecosystems conditions and services and ecosystem-based sectors to climate change impacts and anthropogenic pressures, and the analysis of subsequent socio-economic impacts.
- In-depth assessments of the proposed concrete adaptation measures, including their costs and benefits, in the Carpathian Basin with a particular focus on ecosystem based approaches.

¹⁰ <http://www.circle-era.net>; <http://see-era.net/>

¹¹ EU Adaptation Clearinghouse : http://circa.europa.eu/Public/irc/env/cc_impacts/library?l=public_1; GEOSS (Global Earth Observation System of Systems) : <http://earthobservations.org/>; GMES (Europe’s Global Monitoring for Environment and Security) : <http://www.gmes.info/>

¹² <http://www.dmcsee.org/>

The framework contract will be concluded with one contractor, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during the period of validity and govern commercial relations between the Commission and the contractor.

Accordingly, this framework contract will require the contractor to make available to the Commission a pool of people able to cover such areas and able to respond to specific requests issued by the Commission.

The model Framework Contract applicable is provided in Annex 7. Bidders must declare their acceptance of it and must take it into account in drawing up their tender .

Bidders' attention is drawn to the fact that the Framework Contract does not constitute placement of an order but is merely designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract term. Orders can only be placed using the specific contract model contained in Annex III (b) to the Framework Contract in Annex 7 to these Terms of Reference.

Signature of the Framework Contract does not commit the Commission to placing orders and does not give the contractor any exclusive rights to the services covered by the Framework Contract. In any case, the Commission reserves the right, at any time during the Framework Contract, to cease placing orders without the contractor thereby having the right to any compensation.

Administrative arrangements for the management of the contract at Commission level

DG ENV will be the overall manager for the Framework Contract defined in this Terms of Reference. It will be the only contact point as regards the Framework Contract, and will draft and handle the work plan for the Framework Contract. Moreover, in compliance with Part II, section 4 of this Terms of Reference and article II.13 of the Framework Contract, DG ENV will have the final decision as regards subcontracting of services within any specific contract.

Procedure for specific contracts

When the Commission wishes to procure services under the Framework Contract, it will send the contractor a request for services by fax or e-mail. The request will set out the terms of reference for the task, including the estimated price including all expenses and the performance deadlines in keeping with the contract terms.

Within 5 working days, the contractor shall express in writing, by fax or e-mail, their availability to carry out the services required.

Within 10 working days from having received the request for service, the contractor will provide the Commission with a written proposal for the tasks required, including an outline of the methodologies proposed, a work programme and a lump-sum price for the order.

The Commission services concerned will examine the proposal received. The specific contract will then be awarded within the limits of the terms laid down in the framework contract.

3. Content / Description of the tasks

Work will be based on requests made by the Commission, taking into account the priorities identified by the contractor in charge of the service contract on integrated assessment. This will involve the preparation of in-depth assessments based on detailed technical requirements. Therefore, the exact nature of the studies and services to be provided under this framework contract are not precisely defined at this time. The list below is an indication of potential in-depth assessment topics, for which the tender should provide a description of expertise capacity, as well as an elaboration on methodological aspects.

Vulnerability and adaptation of water resources and water management

- Assessment of the vulnerability of water resources to climate change and other anthropogenic pressures, putting emphasis on water quantity and quality, and the recharge of aquifers.
- Assessment of vulnerability of sources of and facilities for drinking water supply and sanitation to climate change impacts.
- Assessment of the potential for increasing water retention in soil and ecosystems.
- Assessment of resilience of water management and institutions for transboundary, national and regional/ local water management.
- Assessment of impacts on and vulnerability of water-related sectors such as hydropower facilities, agriculture/ irrigation (see below), transport- navigation, biodiversity, tourism, fisheries, health impacts.
- Assessment of different types of proposed adaptation measures: structural, non-structural, economic, educational legal and other measures for prevention, preparedness, response and recovery.

Green infrastructure / Ecosystem services

- Assessment of the impacts of protecting and restoring forest habitats on local microclimates and water cycles, assessment of costs and benefits including wood resources, biodiversity, tourism and recreation.
- Assessment of the potential for restoration of flood plains to minimize flood risk and their related costs and benefits (with a specific emphasis on recharge of groundwater aquifers, natural water purification processes and biodiversity conservation)

Agriculture and Forestry

- Enhanced research on optimal crop profiles for farm areas in the region in changed irrigation regimes (both induced by flood and drought events). Detailed studies are required to define agricultural crops that will be more resistant in changing climate conditions.
- Assessment of the potential for improving irrigation systems and of policy measures that ensure rational use of water in agricultural practices in a context of increasing water scarcity.
- Assessment of the potential vulnerability of forest stands to climate change and measures for strengthening their resilience to higher temperatures, droughts and wildfires.
- Detailed risk assessment of the socio-economic risks arising from potential climate change consequences in energy production, industry and services.

For the purpose of the award process, tenderers should provide **illustrative bids** for the three tasks indicated below (in other words, the tenderer should treat them as specific requests and provide example work plans for each). These tasks are chosen as examples of specific pieces of work that could be asked for under the framework contract.

For each task, the tenderer should explain clearly what analysis would be done and the sources of data and expertise to be harnessed. He should detail the number of man-days for each staff category using the model for calculation of prices in specific requests provided in Annex 2. For these illustrative tasks, only travel and subsistence of the contractor need to be taken into consideration for budgetary purposes.

The bids should be of sufficient depth to allow the Commission to assess whether tenderers have demonstrated an understanding of the service required and are able to put together a methodology and team to undertake it. These bids will be taken into account in the award process.

A) Assessment of the social, economic and environmental vulnerability to climate change and adaptation measures with a specific focus on water quantity related impacts and measures in the Timok (RS) catchment.

- Definition of a set of indicators of vulnerability, including exposure to climate change and variations, and sensitivity to these factors and adaptive capacity. This should be coupled with a set of indicators for the environmental, economic and social impacts of potential adaptation measures. This set of indicators should target the identification of no or low-regret options, of the synergies with other policies or strategic objectives.
- Define a set of consistent scenarios for climate change and vulnerability, based on downscaling of regional Climate change, land-use and socio-economic scenarios. The time horizon for the assessment would cover both medium term (2020, 2030) and long term (2050 or further).
- Assessment of the potential effects of both climate change and land-use changes resulting from autonomous and already planned development on the hydrological conditions of the river basin in terms of water demand and water availability, including its quality, based on different socio-economic and climate scenarios. This will enable an assessment of potential physical and economic impacts of reference scenarios, and how this may change the climate change adaptation agenda.
- Identification of potential adaptation measures to reduce vulnerability to climate change and climate variability by preventing negative effects, by enhancing the resilience to climate change, or by reducing the effects of extreme events through preventive, preparatory, reactive and recovery measures. Measures should include not only “water-specific” measures addressing flooding, riparian erosion, water scarcity; droughts, or water quality & biodiversity, but also a wider set of measures addressing land use, location and type of energy production, economic activity and human settlements.
- Assessment of the measures, mixing a quantitative analysis from an integrated assessment modelling framework to be provided by the contractor, and a participatory process involving a representative set of stakeholders during 2 meetings. The technical proposal should describe how both processes will be brought together. The

contractor will assess how each measure will lead to the reduction of vulnerability and quantify the costs and benefits of the measure, based on the indicators defined in tasks above. He will define the institutional processes through which adaptation measures can be implemented, in particular where the measure requires action at EU level.

- The maximum budget available would be 100.000 Euros.

B) Assessment of costs and benefits, and prioritisation of actions of restoration of flood plains in the Mureş/ Maros (RO/HU) catchment.

- Preliminary assessment of flood risks in the above mentioned catchment.
 - Review of past flood events
 - Identification of areas where a deterioration of floodplains processes and functions (through soil sealing, drainage, hydromorphological alterations) has increased flood hazards and risks.
 - Based on available information on socio-economic and climate scenarios, assessment of how flood risk is likely to evolve in short, medium and long term (e.g. 5, 30 and 80 years horizon).
- Pre-selection and assessment of costs and benefits of floodplain restoration measures
 - Costs of land purchase, opportunity cost of activities relocation
 - Monetary benefits from flood risk reduction
 - Impacts on ecosystem services (with a specific focus on recharge of groundwater aquifers, water purification processes and biodiversity conservation)
 - Assessment of uncertainties and critical success factors
- Prioritisation, definition of an action plan, including identification of policy and funding instruments needed or available for the achievement of the objectives.
- The project should combine desk work and stakeholder involvement at local and national level.
- The maximum budget available would be 70.000 Euros.

C) Assessment of the potential for improving irrigation systems in the Prut catchment (RO) and of policy measures to ensure efficient use of water resources in agricultural practices in a context of increasing water scarcity.

- Assessment of the frequency, intensity and characteristics of droughts. Forecasts.
- Assessment and prognosis of timing for irrigation and the necessary water quantities
- Identification of adaptation measures, including the adequate use of the already existent irrigation projects, change in crops, agriculture practices, etc.
- Preliminary evaluation of costs and benefits of options and discussion with local stakeholders.

The maximum budget available would be 60.000 Euros.

4. Experience required of the Contractor

For the fulfilment of the key tasks described above, the contractor will need to show an excellent level of expertise to be able to fulfil all the tasks in the work areas mentioned in section 3.

Excellent technical and scientific expertise and proven track record (at least 3 years) in the following areas is specifically required:

- Climate change observations, models and scenarios
- Indicators on climate change and its impacts
- Methods for mapping vulnerability to climate change
- Spatial analysis (and Inspire)
- Research on water management, ecosystem services
- Integrated assessment and the use of socio-economic, sectoral and land-use scenarios
- Effectiveness and costs of adaptation actions
- Guidance and decision support tools for good practice in adaptation
- Development of water and climate adaptation policies at national, EU or global level.
- Institutional and socio-economic issues linked with water management.

The core team members should provide a good balance between natural and social scientists, including economists.

Due to the specific geographical focus of the contract, and the need to access national data sources, it is mandatory that the core team can demonstrate its experience in climate change adaptation or water management in the Carpathian Basin area, as well as its ability to work in English, German, Slovak, Magyar, Romanian, Bulgarian, Serbian, Polish and Ukrainian.

The Contractor should propose a Project Manager to have overall responsibility for management of the framework contract. The Project manager must have documented knowledge and experience relevant to managing this contract.

The Contractor should propose a Scientific Leader who will be in charge of scientific validation of the deliverables of the framework contract. The Scientific Leader must have documented knowledge and experience relevant to this task.

5. Deliverables and meetings

The deliverables will vary in nature from request to request (i.e. from a few pages on specific questions to in-depth analysis on a particular issue or series of issues). However, on average a request might be in the region of 100 man-days (with some obviously being more and some less).

The main deliverables will be agreed as part of the specific agreements undertaken in the context of the framework contract. As examples, the deliverables could be:

- in the form of a draft final report followed, after account has been taken of Commission comments, by a final report; or
- in the form of a workshop accompanied by both a scoping paper and a report of the workshop conclusions

Reports should be provided electronically in Word format and should be written in clear English. Three hard copies should be provided of each final report within the deadline stated in the specific agreement.

A **kick-off meeting** will take place in Brussels, no later than 4 weeks after the signature of the contract. The project manager and the scientific leader may be required to attend this meeting, as well as the kick-off meeting for the service contract which will be running in parallel (organised back-to-back).

The project manager and the scientific leader will be required to attend the **co-ordination, steering committee and stakeholders meetings organised within the context of the** Service Contract for integrated assessment:

- A co-ordination meeting between the contractor and the Commission should take place 2 every months. The contractor should foresee video-conference facilities so that approximately 2/3 of the meetings do not require the contractor travelling to Commission offices.
- Two Stakeholder meetings organised in the context of the Service Contract will take place in a city of the Carpathian Basin area approximately 13 and 30 months after the signature of the contract.
- The Steering Committee meetings will take place approximately in months 1, 4, 6, 13, 18, 24 and 30 after the signature of the contract, in Brussels, Vienna or the location of the Stakeholder meeting. Meetings in months 1, 13 and 30 will be organised back-to-back with the kick-off and both stakeholders meetings.

6. Duration of the tasks

The draft framework contract specifies the basic conditions applicable to any assignment placed under its terms. No assignment will have a duration superior to 18 months.

Signature of the Contract does not place the Commission under any obligation to place an assignment. The Contract does not preclude the Commission from assigning tasks in the areas set out above to other contractors or from having these tasks carried out by Commission staff.

The Framework Contract will run for a period of 30 months.

The Commission has the right to cancel the framework contract at any point.

7. Place of performance

The place of performance of the tasks shall be the contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

PART 2: ADMINISTRATIVE DETAILS

1. General terms and conditions for the submission of tenders

- Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.
- Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract.
- Changes to tenders will be accepted only if they are submitted on or before the final date set for the submission of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.
- The protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

2. No obligation to award the Contract

- Fulfilment of adjudication or invitation to tender procedure shall not involve the Commission in any obligation to award the contract.
- The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable in the event of its deciding not to award the contract.
- Furthermore, given the characteristics of the framework contract, the volume of services required by the Commission could vary a great deal. No assurance is therefore given as to the volume, value and frequency of assignments under this contract. In particular, the signature of the Framework Contract does not oblige the Commission to place any specific request(s) thereunder.
- Tenderers should be aware of the fact that submitting tenders for both this call for tender and the parallel Framework Contract call for tender mentioned in Part 1, section 1 (last paragraph) may lead to a potential conflict of interest for either the tenderer or his subcontractor(s). Should the same tenderer be highest ranking in the evaluation of both tenders, one contract will be awarded to the second highest ranking tenderer in the evaluation procedure where the difference between the points of first ranked and second ranked tenders is the lowest (presuming that the same subcontractors do not feature in both tenders).. (see part 3, para 1, article 94 (a)).

3. Joint tenders

When a consortium / partnership is envisaged three cases can arise:

- I. The offer originates from a consortium already formally set up as a separate and legal entity able to submit its statutes, mode of operation, technical and financial capacity, such as result from the contributions of its various members. It is such a consortium that will bear the technical and financial responsibility for the contract and will present the requested financial guarantee, if applicable.
- II. The offer originates from companies not yet having created a consortium as a separate legal entity but planning to constitute one as referred to in item I, if their joint offer is accepted. In such a situation, the tenderer will have to provide the legal form, the envisaged draft statutes and mode of operation of the consortium, the various technical and financial contributions, letters of intent, as well as the guarantees envisaged, where applicable.
- III. The offer originates from companies not wishing to constitute formally a consortium as a separate legal entity and thus constituting effectively an association. In such a case, the offer will be submitted in the form of subcontracting (cf. point 4 below), in which case one of the companies shall assume the total responsibility for the offer. This company will sign the contract in its name, the other companies then being regarded as subcontractors of the first.

For joint tenders described in cases I and II above, the information required in

- Part 2, 6.2 (“administrative proposal”)
 - Part 3, 1 (“information for assessment of exclusion criteria”) and
 - Part 3, 2 (“information for assessment of selection criteria”)
- must be provided for **all** members participating in the tender.

For joint tenders described in case III please refer to point 4 below.

4. Subcontractors

Subcontracting is permitted subject to the following conditions:

The subcontractor is the sole responsibility of the main contractor;

- Tenderers must indicate in their offers the amount of the contract (if any) that they will subcontract to third parties, as well as the identity and availability of the chosen subcontractor(s). The contractor will not subcontract to third parties not identified in the offer as potential subcontractors without prior written authorisation from the Commission;
- the contractor shall not cause the contract to be performed in fact by third parties;
- even where the Commission authorises the contractor to subcontract to third parties, the contractor shall nonetheless remain bound by his obligations to the Commission under the contract;
- the contractor shall ensure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the contract.

Where the total amount envisaged for subcontracting is above 30% of the total contract value, evidence of the subcontractor(s) ability to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the contractor, as described and identified, in Part 3, point 2 below.

Where the total amount envisaged for subcontracting is above 50% of the total contract value, the subcontractor(s) must also, **if and when requested**, present evidence of compliance with the exclusion criteria (as required from the potential contractor) as described in Part 3, point.1 below.

Tenderers should note that the Commission will consider intended subcontracting below 30% of the contract value as an indication that the potential contractor has the resources to complete the tasks under the contract, as well as a factor potentially enhancing the proposed team organisation. Therefore this point will be taken into account in the assessment of the award criterion “project management and availability”.

Tenderers should note that when selecting subcontractors they should pay careful attention to the possibility that the subcontractors selected may also be in negotiation with a tenderer submitting a bid for the parallel service contract as this could lead to a potential conflict of interest (see section 2 above).

5. Payments

The Commission is exempt from all taxes and dues, including value added tax, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities with regard to its financial contribution under the contract.

Payments under this contract will cover, on a lump-sum basis, fees, as well as travel expenses where appropriate.

Fees for each category of staff (senior consultants, Support Staff, Secretaries) are fixed in the tender and cannot be exceeded.

The payment schedule throughout the contract will depend on the delivery of final reports or deliverables in response to the specific agreements made under the framework contract.

Only 1 final payment will be made for contracts under €100.000. For contracts above €100.000 it will be possible to arrange for 2 payments to be made, a 30% pre-financing and a 70% final payment.

It should be noted that the intention is generally not to use this framework contract to procure specific contracts whose value exceeds the threshold for an open call for tender (currently €125,000). However, the Commission may if it chooses proceed with service requests for amounts above the threshold normally requiring an open call for tender.

6. Content of the tender

All tenders must be presented in three sections:

6.1. Financial proposal

- A financial proposal duly dated and signed by the person authorized to sign on behalf of the organization. The price must be quoted in Euro using the template in annex 2, including for the countries which do not form part of the Euro zone. For the tenderers of the countries which do not form part of the Euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.
- The price must be a fixed amount, inclusive all expenses.
- The price will not be subject to revision.
- The tender should specify daily fee rates in accordance with the model provided in Annex 2 for each category of staff (Senior Consultants, Support Staff, and Secretaries). The price for these categories of staff will then be fixed for the duration of the contract and cannot be exceeded. The price of any specific contracts agreed under this framework will then be equal to those prices for each category of staff times the number of man-days provided under each category.
- The Contractor should indicate which members of the core team are deemed to fall under the category of Senior Consultants and which are deemed to be Support Staff.
- For guidance purposes, the maximum budget allocation to this contract is fixed at €1.350.000. The awarding of the framework contract does not act as commitment to engage the winning Contractors in any specific contracts. Specific contracts will be entered into only on a case-by-case basis after discussion of the technical requirements for these and the proposed methodology and workplan of the Contractor.
- The price quotation must be signed by the tenderer or his duly authorised representative.
- The price must be quoted free of all duties, taxes and other charges, including VAT, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). 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 a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Union is exempt from VAT.
- The offer shall remain valid for a period of 12 months, as from the deadline for submission of offer.

6.2. Administrative proposal

- An administrative information form containing information on the full name of the organization, legal status, address, person to contact, person authorized to sign on behalf of the organization, telephone number, and facsimile number. The form must

be duly dated, signed and stamped by the person authorized to sign on behalf of the company (see annex 1).

- Legal entity and financial identification forms (see annex 3), proof of enrolment (certificates) in one of the professional or trade registers, in country of establishment.
- If the tenderer is a natural person; she/he will be required to provide proof of her/his status as a self-employed person. To this end she/he must supply details of her/his social security cover and situation with regards to VAT regulation.
- A declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 390 of 30/12/2006) (see annex 4)
- Documents relating to the selection criteria (see part 3, point 2.1. Financial and Economic capacity)
- The service provider's educational and professional qualifications and those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services (curriculum vitae presented on the EU standard form which can be downloaded from the following address – <http://europass.cedefop.europa.eu/europass/home/vernav/Europasss+Documents/Europass+CV/navigate.action> together with a consolidated overview of CVs in an excel table.
- A list, preferably in English or French of the principal studies, services contracts, consultancy work, surveys, publications or other work previously carried out during the past three years, indicating the name of the client and stating which, if any, were done for the European Commission.
- Tenders from consortia of firms or groups of service providers must specify the role, qualifications and experience of each member (see also part 3, points 1, 2 and 3 – exclusion, selection and award criteria).

6.3. Technical proposal

Whilst the framework contract covers pieces of work that are not currently foreseen, for the purposes of the evaluation of bids the tenderer should propose a methodology to fulfil the requirements set out in Part 1, point 3 for the three illustrative specific requests. The tender should give indications on the theoretical background used, the methodology that would be used to carry out each of the tasks and on its appropriateness for this purpose, in conformity with the guidelines included in the approach. The tender should also give indications on the data to be used and their reliability. Also, the roles of the team chosen for each of the three illustrative specific requests should be set out along with how the project would be managed.

In relation to the undertaking of the framework contract in general (i.e. not just the three specific requests provided for the purpose of the award procedure), the tenderer should detail the competence, experience and the means at his disposal which would allow the framework contract to be carried out. A list of the most relevant previous work carried out over the past 3 years should be included.

Establish the tenderer's identity

The tenderer should detail the competence, experience and the means at his disposal which would allow the tasks foreseen in the contract to be carried out.

If a consortium is formed for the execution of the tasks presented in this call for tender, then please explain the roles of each partner in the consortium. (For the administrative details in relation to joint tenders, please refer to Part 2, point 3).

If sub-contracting is envisaged, please clearly indicate which tasks are concerned, the % that this represents of the total value of the offer, and the name and address of the sub-contractor(s), if known at this stage.

Managing the framework contract

The tenderer's ability to manage the framework contract process should be explained.

PART 3: ASSESSMENT AND AWARD OF A CONTRACT

The assessment will be based on each tenderers bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract will concern only admissible bids and it will be carried out in three successive phases. The first step is to check that the tenderers are not excluded in any way from taking part in the tender procedure. The second step is to check the tenderer's capacity (financial and technical) to perform the contract and the final step is to assess the quality of the offers against the award criteria.

In the case of joint tenders, the exclusion, selection and award criteria will be applicable to all the members of the consortium. The same principle will also be applied in the case where there are sub-contractors. The bid must clearly identify the subcontractors and document their willingness to accept the tasks and thus acceptance of the terms and conditions set out in Part 2.1. Tenderers must inform the subcontractors that Article II.17 of the standard contract will be applied to them. Once the contract has been signed, Article II.13 of the above mentioned contract shall govern subcontractors.

1. Exclusion criteria

Tenderers must declare on their honour that they are not in one of the situations referred to in articles 93 and 94 a) of the Financial Regulation. Tenderers or their representatives must therefore fill in and sign the form in Annex 4 to these specifications. Hereby agreeing to submit to the Commission, **if and when requested to do so**, those certificates or documents demonstrating that the tenderer is not in any of the situations described under points (a), (b), (d) and (e) below:

These articles are as follows:

Article 93:

1. Applicants or tenderers shall be excluded if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

(f) They are currently subject to an administrative penalty referred to in [Article 96\(1\)](#).

Article 94

A contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in [Article 93\(1\)](#), for this procurement procedure.

2. Selection criteria

Only those tenders fulfilling all the selection criteria will be examined in the light of the award criteria. The selection criteria are set out below

2.1. Financial and economic capacity may be shown by means of the following:

- A simplified balance sheet and profit and loss account, exclusively based on the annex 5 form attached to these specifications;

In the event that the tender is unable to complete the form as proposed above one of the following alternatives would be acceptable

- a. financial statements for the last two financial years;
OR
- b. declaration concerning the sales turnover related to the field associated with the invitation to tender during the last three financial years;
OR
- c. other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above

2.2. Technical and professional competence:

- Experience as evidenced by the qualifications, both educational and professional, of the service provider or contractor and those of the firm's managerial staff and, in particular those of the person or persons responsible for carrying out the service/work. Curriculum vitae must be provided.
- A reference list of relevant previous projects over the past 3 years must be provided, indicating the sums involved, dates, recipients, public or private.

2.3. Authorisation to perform the contract

- A tenderer must prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or

certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

2.4. Access to the market

- A tenderer must indicate in which State they have their headquarters or domicile and to present the supporting evidence normally acceptable under their own law.

3. Award criteria

Further to the price quoted for the contract, the following award criteria will be applied:

Award criteria 1 – Understanding (maximum points 30)

This criterion serves to assess whether the tenderer has understood all of the issues involved in the three illustrative specific requests, including the nature of the work to be undertaken and the content of the final products.

Award criteria 2 – Methodology (maximum points 30)

This criterion assesses the suitability and strength of the proposal as measured against the requirements of the three illustrative specific requests in terms of the technical content, completeness, originality of ideas and proposed effort.

Award criteria 3 – Project management and availability (maximum points 40)

This criterion relates to the quality of project planning for the three illustrative specific requests as well as the organisation of the team with a view to managing the framework contract in general and the availability of the resources for the framework contract in general.

Since assessment of the tenders will be based on the quality of the proposed services, tenders should elaborate on all points addressed in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. The details of all members of the core team should be indicated, even if some of those people would not work on the three sample specific requests provided for the purpose of the award process. In addition, if certain essential points of these specifications are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

4. Points

A points system to evaluate the award criteria relating to the technical value of the offers will be applied.

A maximum of 30 points will be attributed to criterion 1, a maximum of 30 points will be attributed to criterion 2, and a maximum of 40 points will be attributed to criterion 3. In addition a minimum threshold will be set up under this system of points:

<p>Technical sufficiency levels: Selected companies will have to score a minimum of 18, 18 and 24 points under criteria 1, 2 and 3 respectively, with a minimum total of 65 points.</p>
--

5. Budget

The budget is a maximum of € 1,350,000 excluding VAT (including fees, travel and all other costs).

The Commission is exempt from all taxes and dues, including value added tax, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities with regard to its financial contribution under the contract.

The price quoted must be a firm, non-revisable price and must be quoted in euro.

Having examined the tenders from a technical point of view, the evaluation committee will proceed considering which is the economically most advantageous offer taking into account **only those tenders that have obtained at least 65 out of the 100 points that are available for the technical quality of the bid**. The evaluation committee will then proceed with the financial comparison of the tenders retained for further consideration according to the ranking procedure below.

6. Ranking of the tenders and award of the contract.

Bidders' attention is drawn to the fact that the Framework Contract does not constitute placement of an order but is merely designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract term.

The bid offering the best value for money will be chosen, provided that the minimum number of points cited above is achieved. Best value for money will be calculated as follows:

- All bids that do not reach the stated technical sufficiency levels for each individual award criteria will not be considered for contract award. All bids that have passed the individual levels and score 65 or higher are deemed to be technically sufficient.
- Price will be calculated using the template found in Annex 2. All bids will therefore be assessed using a price based on the assumption of 100 man-days of which 40 are senior, 50 are support and 10 are other, and on the day-rates that will be used during the execution of the actual framework contract.
- Then the price is divided by the total number of points awarded to obtain the price-quality ratio. The award of the contract will be made in accordance with the lowest ratio.

7. Opening of tenders

The tenders received will be opened on **19/10/2010 at 10h30** in the Commission building at **Avenue de Beaulieu 5, B-1160 Brussels**.

One authorised representative of each tenderer (with proof of identity) may attend the opening of tenders (no expenses paid).

8. Information for tenderers

After the award decision has been taken, the Commission will inform tenderers including the grounds for any decision not to award a contract or to recommence the procedure.

ANNEX 1 - ADMINISTRATIVE INFORMATION FORM

Organisation or individual:

NAME:

ADDRESS:

HEADQUARTERS:

PERSON AUTHORISED TO SIGN CONTRACT:

Name and position:

PERSON FOR ROUTINE CONTACT:

Name and position:

Telephone and fax number:

Signature of Contractor

ANNEX 2

Model for Calculation of Prices in specific requests

Price per man-day

The cost per man-day is unique per category and includes all types of overheads. Different price options will not be accepted and will entail the refusal of the offer. Amounts must be quoted in EURO. Prices must be fixed amounts and be calculated exclusive of all duties and taxes.

Category of staff	Price per man-day (in EURO)
Senior	
Support Staff	
Other Staff (please specify, if applicable)	

For each member of the core team, the bid should indicate whether they are deemed to be Senior Staff or Support Staff for the duration of the framework contract. The category should be determined in accordance with the level of qualification:

Level of qualification:	Categories of personnel
Senior	Highly qualified expert having assumed important responsibilities in his/her profession, recruited for his/her management/supervisory, conceptual and creative skills in the exercise of his/her profession. He/she must have at least 10 years' professional experience of which at least 7 must be connected with the professional sector concerned and the type of tasks to be performed.
Support staff	Certified expert having received high-level training in his/her profession, recruited for his/her conceptual and creative skills in the exercise of his/her profession. He/she must have at least 3 years' professional experience of which at least 2 must be connected with the professional sector concerned and the type of tasks to be performed.

Formula used for Framework Contract award

For the purpose of the **award procedure** described in Part 3 above, "Assessment and award of a contract"), the hypothetical specific service assignment below will be used. The number of man-days (100 in total) is provided to allow for comparability across bids during the award procedure (to use the maximum total of €1.350.000 would not allow the award procedure to transparently take account of differences in rates for different categories of staff, which would be relevant if tenderers provided bids using different mixes of the different categories).

When receiving a "Request for Service" for a specific assignment, the contractor can freely propose in his Offer, the total number of man-days per category of staff he deems necessary to fulfil the given specifications, which then has to be submitted to the Commission for approval.

The actual division of workload per category of staff, as well as the total number of man-days per category may therefore differ from the hypothetical model below. However, eventual modifications to be entered will have to receive the agreement of the Commission services, following "ad hoc" negotiation held for the purposes of placing specific contracts.

Calculation grid

Category of staff	Price per man-day (in EURO)	Number of man-days	Total cost (in EURO)
Senior		40	
Support Staff		50	
Other Staff		10	
Total Cost	-----	100	

Signature of Contractor

.....

Date

.....

ANNEX 3 - LEGAL ENTITY AND FINANCIAL IDENTIFICATION FORMS

These forms can be downloaded from

http://ec.europa.eu/budget/execution/legal_entities_en.htm (Legal entity form)

http://ec.europa.eu/budget/library/execution/financial_identification/fich_sign_ba_gb_en.pdf
(financial identification form)

ANNEX 4

DECLARATION ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTERESTS

Name of the organisation/individual:

Legal address:

Registration number:

VAT number:

Name of the signatory of this form:

Position:

- representative legally authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation *[please tick box if applicable]*

hereby certifies that *[please tick one of the two boxes]*

- they
- the company or organisation that they represent:
- a) are/is not bankrupt or being wound up, is not having their affairs administered by the court, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have/has not been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) have/has not been found guilty of grave professional misconduct proven by any means which the Commission can justify;
- d) have/has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) have/has not been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) are/is currently not subject to an administrative penalty referred to in [Article 96\(1\)](#).

In addition, the undersigned declares on their honour:

- g) that on the date of submission of the tender, they, the company or organisation they represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; the undersigned undertakes to inform the Commission without delay of any change to this situation after the date of submission of the tender;
- h) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- i) **that, if and when requested, they will provide the evidence required under point 1, part 3 of the Specifications.**

Full name:

Date

Signature:

ANNEX 5

Explanation – please read carefully before completing the financial capacity form

Simplified balance sheet and profit and loss account

Candidates shall indicate if they are a profit or a non profit making company / organisation.

Within the form, financial data based on the company's /organisation's balance sheet are collected in a standardised form. Please find below a correspondence table giving an explanation on the regrouping of different accounts respecting the [4th Accounting Directive](#). You should complete this form carefully. Given its complexity, it is recommended that the form be completed by a professional accountant or an auditor. The data reported will be used to evaluate the financial viability of the company/organisation. Thus it is very important that data reported are accurate. The Commission may wish to cross check the data with those reported in the official certified accounts. For this purpose the Commission reserves the right to ask for further documentation during the evaluation process.

The amounts have to be filled out in euros ([use the exchange rate of the closing date of the accounts](#)).

Abbreviations t-1 and t0

The abbreviation *t0* represents the last certified historical balance sheet and profit and loss account; *t-1* is the balance sheet prior to the last certified one. Consequently, the *closing date t0* is the closing date of the last certified historical balance sheet; the *closing date t-1* is the closing date of the balance sheet prior to the last one. *Duration t0* is the number of months covered by the last historical balance sheet. *Duration t-1* is the number of months covered by the penultimate certified historical balance sheet.

BALANCE SHEET	CORRESPONDANCE 4 th ACCOUNTING DIRECTIVE	
ASSETS	ASSETS / 4th ACCOUNTING DIRECTIVE (Article 9)	
1. Subscribed capital unpaid	A. Subscribed capital unpaid	A. Subscribed capital unpaid (including unpaid capital)
2. Fixed assets	C. Fixed Assets	
2.1. Intangible fixed assets	B. Formation expenses as defined by national law C. I. Intangible fixed assets	B. Formation expenses as defined by national law C.I.1. Cost of research and development C.I.2. Concessions, patents, licences, trade marks and similar rights and assets, if they were: (a) acquired for valuable consideration and need not be shown under C (I) (3); or (b) created by the undertaking itself C.I.3. Goodwill, to the extent that it was acquired for valuable consideration C.I.4. Payments on account
2.2. Tangible fixed assets	C.II. Tangible fixed assets	C.II.1. Land and buildings C.II.2. Plant and machinery C.II.3. Other fixtures and fittings, tools and equipment C.II.4. Payment on account and tangible assets in course of construction
2.3. Financial assets	C.III. Financial assets	C.III.1. Shares in affiliated undertakings C.III.2. Loans to affiliated undertakings C.III.3. Participating interests C.III.4. Loans to undertakings with which the company is linked by virtue of participating interest C.III.5. Investments held as fixed assets C.III.6. Other loans C.III.7. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value)
3. Current assets	D. Currents assets	
3.1. Stocks	D.I. Stocks	D.I.1. Raw materials and consumables D.I.2. Work in progress D.I.3. Finished products and goods for resale D.I.4. Payment on account
3.2.1. Debtors due after one Year	D.II. Debtors, due and payable after more than one year	D.II.1. Trade debtors D.II.2. Amounts owed by affiliated undertakings D.II.3. Amounts owed by undertakings with which the company is linked by virtue of participating interest D.II.4. Others debtors D.II.6. Prepayments and accrued income
3.2.2. Debtors due within one year	D.II. Debtors due and payable within a year	D.II.1. Trade debtors D.II.2. Amounts owed by affiliated undertakings D.II.3. Amounts owed by undertakings with which the company is linked by virtue of

		participating interest D.II.4. Others debtors D.II.6. Prepayments and accrued income
3.3. Cash at bank and in hand	D.IV. Cash at bank and in hand	D.IV. Cash at bank and in hand
3.4. Other current assets	D.III Investments	D.III.1. Shares in affiliated undertakings D.III.2. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value) D.III.3. Other investments
Total assets	Total assets	

LIABILITIES	LIABILITIES / 4th ACCOUNTING DIRECTIVE (Article 9)	
4. Capital and reserves	A. Capital and reserves	
4.1. Subscribed capital	A.I. Subscribed capital A.II. Share premium account	A.I. Subscribed capital A.II. Share premium account
4.2. Reserves	A.III. Revaluation reserve A.IV. Reserves	A.III. Revaluation reserve A.IV.1. Legal reserve, in so far as national law requires such a reserve A.IV.2. Reserve for own shares A.IV.3. Reserves provided for by the articles of association A.IV.4. Other reserves
4.3. Profit and loss brought forward from the previous years	A.V Profit and loss brought forward from the previous years	A.V Profit and loss brought forward from the previous years
4.4. Profit and loss for the Financial year	A.VI. Profit or loss for the financial year	A.VI. Profit or loss for the financial year
5. Creditors	C. Creditors	
5.1.1 Long term non-bank debt	B. Provisions for liabilities and charges (> one year) C. Creditors (> one year)	B.1. Provisions for pensions and similar obligations B.2. Provisions for taxation B.3. Other provisions C.1. Debenture loans, showing convertible loans separately C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks C.4. Trade creditors C.6. Amounts owed to affiliated undertakings C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests C.8. Other creditors including tax and social security C.9. Accruals and deferred income
5.1.2. Long term bank debt	C. Creditors "credit institutions" (> one year)	C.2. Amounts owed to credit institutions C.5. Bills of exchange payable
5.2.1. Short term non-bank Debt	B. Provisions for liabilities and charges (= one year) C. Creditors (= one year)	B.1. Provisions for pensions and similar obligations B.2. Provisions for taxation B.3. Other provisions C.1. Debenture loans, showing convertible loans separately C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks C.4. Trade creditors C.6. Amounts owed to affiliated undertakings C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests C.8. Other creditors including tax and social security C.9. Accruals and deferred income
5.2.2. Short term bank debt	C. Creditors "credit institutions" (= one year)	C.2. Amounts owed to credit institutions C.5. Bills of exchange payable
Total liabilities	Total liabilities	

PROFIT AND LOSS ACCOUNT	PROFIT AND LOSS ACCOUNT / 4TH ACCOUNTING DIRECTIVE (Article 23)	
6. Turnover	1. Net turnover	
		1. Net turnover
7. Variation in stocks	2. Variation in stock of finished goods and in work in progress	2. Variation in stocks of finished goods and in work in progress
8. Other operating income	3. Work performed by the undertaking for its own purposes and capitalized. 4. Other operating income	3. Work performed by the undertaking for its own purposes and capitalized 4. Other operating income
9. Costs of material and consumables	5. (a) Raw materials and consumables 5. (b) Other external charges	5. (a) Raw materials and consumables 5. (b) Other external charges

10. Other operating charges	8. Other operating charges	8. Other operating charges
11. Staff costs	6. Staff costs	6. (a) Wages and salaries 6. (b) social security costs, with a separate indication of those relating to pensions
12. Gross operating profit	Gross operating profit .	
13. Depreciation and value adjustments on non financial assets	7. Depreciation and value adjustments on non financial assets	7. (a) Value adjustments in respect of formation expenses and of tangible and intangible fixed assets 7. (b) Value adjustments in respect of current assets, to the extent that they exceed the amount of value adjustments which are normal in the undertaking concerned
14. Net operating profit	Gross operating profit - Depreciation and value adjustments on non-financial assets	
15. Financial income and value adjustments on financial assets	Financial income and value adjustments on financial assets	9. Income from participating interests 10. Income from other investments and loans forming part of the fixed assets 11. Other interest receivable and similar income 12. Value adjustments in respect of financial assets and of investments held as current assets
16. Interest paid	Interest paid	13. Interest payable and similar charges
17. Similar charges	Similar Charges	
18. Profit or loss on ordinary activities	Profit or loss on ordinary activities	15. Profit or loss on ordinary activities after taxation
19. Extraordinary income and Charges	Extraordinary income and charges	16. Extraordinary income 17. Extraordinary charge
20. Taxes on profits	Taxes	14. Tax on profit or loss on ordinary activities 19. Tax on extraordinary profit or loss 20. Other taxes not shown under the above items
21. Profit or loss for the financial year	Profit or loss for the financial year	21. Profit or loss for the financial year

Annex 5 FORM to be completed

Simplified balance sheet and profit and loss account for the determination of financial capacity

Applicant name	<input type="text"/>	Type company	of	<input type="text" value="Profit making"/>
	<input type="text"/>			<input type="text" value="Non profit making"/>
Closing date t0	<input type="text"/>	Duration t0	<input type="text"/>	months
Closing date t-1	<input type="text"/>	Duration t-1	<input type="text"/>	months

Balance sheet		
Assets	t0 (in Euro)	t-1 (in Euro)
1. Subscribed capital unpaid	<input type="text"/>	<input type="text"/>
2. Fixed assets (2.1+2.2+2.3)	0	0
2.1 Intangible fixed assets	<input type="text"/>	<input type="text"/>
2.2 Tangible fixed assets	<input type="text"/>	<input type="text"/>
2.3 Financial assets	<input type="text"/>	<input type="text"/>
3. Current assets (3.1+3.21+3.22+3.3+3.4)	0	0
3.1 Stocks	<input type="text"/>	<input type="text"/>
3.2.1 Debtors due after one year	<input type="text"/>	<input type="text"/>
3.2.2 Debtors due within one year	<input type="text"/>	<input type="text"/>
3.3 Cash at bank and in hand	<input type="text"/>	<input type="text"/>
3.4 Other current assets	<input type="text"/>	<input type="text"/>
Total assets (1+2+3)	0	0

Liabilities	t0 (in Euro)	t-1 (in Euro)
4. Capital and reserves (4.1+4.2+4.3+4.4)	0	0
4.1 Subscribed capital	<input type="text"/>	<input type="text"/>
4.2 Reserves	<input type="text"/>	<input type="text"/>
4.3 Profit and loss brought forward	<input type="text"/>	<input type="text"/>
4.4 Profit and loss for the financial year	<input type="text"/>	<input type="text"/>
5. Creditors (5.11+5.12+5.21+5.22)	0	0
5.1.1 Long term non-bank debt	<input type="text"/>	<input type="text"/>
5.1.2 Long term bank debt	<input type="text"/>	<input type="text"/>
5.2.1 Short term non-bank debt	<input type="text"/>	<input type="text"/>
5.2.2 Short term bank debt	<input type="text"/>	<input type="text"/>
Total liabilities (4+5)	0	0

Profit and loss

	t0 (in Euro)	t-1 (in Euro)
6. Turnover		
7. Variation in stocks		
8. Other operating income		
9. Costs of material and consumables		
10. Other operating charges		
11. Staff costs		
12. Gross operating profit (6.+7.+8.-9.-10.-11.)	0	0
13. Depreciation and value adjustments on non-financial assets		
14. Net operating profit (12.-13.)	0	0
15. Financial income and value adjustments on financial assets		
16. Interest paid		
17. Similar charges		
18. Profit/loss on ordinary activities (14+15.-16.-17.)	0	0
19. Extraordinary income and charges		
20. Taxes on profit		
21. Profit/loss for the financial year (18.+19.-20.)	0	0

ANNEX 6

Specimen: SERVICE REQUEST

Under framework contract No
between the Commission and

Pursuant to the above-mentioned framework contract, concluded between the Commission and your company, we request a proposal for the service specified below:

1. Designation of service requested	
2. Requester(name and function)	
3. Draft of specific terms of reference	See annex
4. Estimated duration of the work (calendar days) Proposed starting and completion dates	
5. Estimated expertise requirement - <i>list of experts by staff category (see annex 2) (estimated number of w.d. per expert) (estimated total number of w.d.)</i>	
6. Expected result	
7. Requester's address (to which the proposal is to be sent)	
8. Requester's signature	
9. Date of signing request	

w.d. = 1 working day for 1 expert

Thank you in advance for responding rapidly to this request by submitting at your earliest convenience a proposal (quote) in accordance with the provisions of the contract, before the date specified in the request.

Annex: Specific terms of reference

Specimen: STUDY REQUEST – ANNEX “Draft specific Terms of Reference”

1. Context/General information

2. Subject of the study request

3. Tasks to be performed, guide and details of how the tasks are to be carried out, meetings to be held

4. Estimated expertise requirement

5. Estimated timetable

ANNEX 7

MODEL CONTRACT FOR THE FRAMEWORK CONTRACT

ANNEX 8



EUROPEAN COMMISSION
DIRECTORATES-GENERAL
ENVIRONMENT AND CLIMATE ACTION
SRD - Shared Resources Directorate
SRD.2 - Finance

(Please fill in your address)

ACKNOWLEDGEMENT OF YOUR TENDER

Our reference: ENV.D.1/FRA/2010/0047

Your reference:

We wish to confirm the receipt and opening of your offer¹. Your offer will now be evaluated by the Commission and its experts. You will be informed of the result in due course.

We thank you for your interest.

MarketsTeam
SRD.2

¹ Your personal contact data has been recorded in a database used by the Markets Team of unit SRD.2 for the administrative management of offers. The Commission is bound by Regulation 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies. For more information, and to exercise your rights to access and eventually correct data concerning you, please don't hesitate to contact us.

ANNEX 9

CHECK LIST

1. Administrative information form filled in
2. Financial offer duly signed
3. Legal entity and financial identification forms completed and signed
4. Declaration of the candidate's eligibility regarding exclusion criteria, completed, signed and dated
5. Supporting documents for selection criteria
6. Acknowledgement form with candidate's address
7. Technical bid
8. Possible annexes