#### **SPECIFICATIONS**

#### To Invitation to Tender ENV.D.1/SER/2010/0048

Preparatory action on climate in the Carpathian region – Service contract for the integrated assessment 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 157-242013 of 14/08/2010

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#### **PART 1: TECHNICAL DESCRIPTION**

#### 1. Background

The objective of the preparatory action "Climate of the Carpathian Basin" 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 budget<sup>2</sup> 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 Change<sup>3</sup>, such as National or Regional adaptation strategies<sup>4</sup>, 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 assessment<sup>5</sup> 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.

http://eur-lex.europa.eu/budget/data/D2010\_VOL4/EN/nmc-titleN1479F/nmc-chapterN14AB0/articles/index.html#N83541660353-0

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.

<sup>&</sup>lt;sup>3</sup> COM(2009) 147, available at: <a href="http://ec.europa.eu/environment/water/adaptation/index\_en.htm">http://ec.europa.eu/environment/water/adaptation/index\_en.htm</a>

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

<sup>5</sup> http://www.circle-era.net/uploads/media/CIRCLE\_Del\_Ia1\_Extended\_Country\_Report\_2ndISSUE\_final.pdf

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:

- 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 Chain<sup>6</sup> (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).

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Corresponding to the fcope 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)

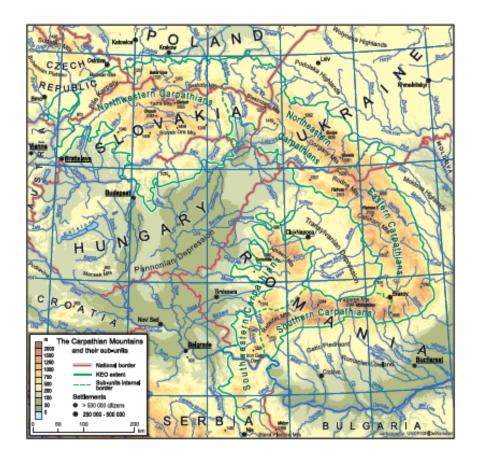


Figure 1: The Carpathian Mountains and their sub-units.

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)<sup>7</sup>
- The above mentioned Convention on the Protection and Sustainable Development of the Carpathians
- Mountain Research Initiative Carpathians<sup>8</sup>
- 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)<sup>9</sup>

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).

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

http://www.unece.org/env/water/meetings/transboundary\_adaptation\_workshop.html

- CIRCLE-2 and SEE ERA-NET<sup>10</sup>.
- EU Adaptation Clearinghouse (including integration with GMES and GEOSS)<sup>11</sup>
- 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)<sup>12</sup>, 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

<u>This technical annex refers to the first contract (Service Contract). Details on the second contract (Framework Contract) can be found in call for tender ENV.D.1/FRA/2010/0047</u>

#### 2. Objectives

The objective of the present contract is:

- To gather, in a structured way, information on vulnerability to climate change impacts in the Carpathian Basin, and on that basis identify and assess potential adaptation measures, with a particular focus on ecosystem based approaches.
- To identify knowledge gaps to be filled in by additional field research or case studies.
- To contribute to on-going national or regional adaptation strategies or related policy processes, and to the EU Knowledge Base on Climate Vulnerability and Adaptation (EU Adaptation Clearinghouse)

#### 3. Content / Description of the tasks

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http://www.circle-era.net; http://see-era.net/

EU Adaptation Clearinghouse: <a href="http://circa.europa.eu/Public/irc/env/cc\_impacts/library?l=/public\_1">http://circa.europa.eu/Public/irc/env/cc\_impacts/library?l=/public\_1</a>; GEOSS (Global Earth Observation System of Systems): <a href="http://earthobservations.org/">http://earthobservations.org/</a>; GMES (Europe's Global Monitoring for Environment and Security): <a href="http://www.gmes.info/">http://earthobservations.org/</a>; GMES (Europe's Global Monitoring for Environment and Security): <a href="http://www.gmes.info/">http://www.gmes.info/</a>

<sup>12</sup> http://www.dmcsee.org/

#### Task 1. Preparatory work

- The contractor will perform an exhaustive inventory of data sources and on-going projects funded and implemented by EU research and other projects, national institutions and International or UN agencies<sup>13</sup>, taking into account already existing similar baseline studies and databases.
- The contractor will define a conceptual framework for the assessment of vulnerability and potential adaptation measures that takes into account available and forthcoming information. This conceptual framework will include vulnerability and adaptation impact indicators, covering both the exposure of systems, sectors or regions to climate change and other pressures, their sensitivity to these factors and their adaptive capacity. The contractor should detail the geographical and sectoral level of detail and the temporal horizon for the analysis of vulnerability and adaptation.
- The draft inventory of information and draft conceptual framework should be included in the draft inception report, and be revised if necessary on the basis of the comments of the Commission and the Steering Committee.

#### Task 2. Preliminary Assessment of vulnerability and potential adaptation measures

- The contractor will perform a detailed assessment of the vulnerability to climate change and other anthropogenic pressures, focused on hydrological resources and changes in ecosystem conditions and services, and subsequent socio-economic impacts, based on the sources identified in Task 1 and with the level of geographical and sectoral detail and for the time horizons agreed in Task 1.
- The contractor will identify 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. Emphasis will be given on approaches increasing the resilience of water and ecosystems to external pressures. The contractor will present available information on the appraisal of costs and benefits of these adaptation measures.
- For the sources screened under the literature review and the assessments performed under Task 2, the contractor will develop metadata catalogues, following INSPIRE Legislation<sup>14</sup> and Implementing Rules (IR), European Standards (ENs) and International Standards, as well as in close co-ordination with the development of the EU Adaptation Clearinghouse<sup>15</sup>, which will start in September 2010. All metadata created within this project shall be public and accessible from a dedicated web site, ensuring the integration of the results to the EU Adaptation Clearinghouse, and handed-over to the Commission at the end of the project.

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In particular FP6 projects CLAVIER (<a href="http://www.clavier-eu.org/">http://www.clavier-eu.org/</a>) and CECILIA (<a href="http://www.cecilia-eu.org/">http://www.cecilia-eu.org/</a>); GLOWA, etc. A detailed list of projects can be found at: <a href="http://circa.europa.eu/Public/irc/env/glob">http://circa.europa.eu/Public/irc/env/glob</a> env asses/library?l=/carpathian region

All references can be found at http://inspire.jrc.ec.europa.eu/index.cfm.

http://circa.europa.eu/Public/irc/env/cc\_impacts/library?l=/public\_1;

• The contractor should organise two stakeholder discussions at various stages of the assessment (see section 5) bringing together Water, Navigation, Agriculture, Energy, national, regional local authorities, etc to discuss the implications of results. These discussions should be supported by a Decision Support System.

#### Task 3. Co-ordination of in-depth assessments

- The contractor will identify knowledge gaps to be filled in by additional field research or case studies. He will draft a long list of potential in-depth assessments indicating the objectives, the scope and a preliminary estimate of the time and resources needed for the completion of the work. This long list, together with a draft set of evaluation criteria for the short-listing, should be sent to the Commission no later than 3 months after the signature of the contract and will be discussed at a meeting of the Steering Committee. The Steering Committee will validate the screening criteria, assess the long list and may include up to 10 projects. No later than 5 months after the signature of the contract, the contractor will present a short list of in-depth assessments with a more precise estimate of the time and budget required. No assessment should have a duration superior to 18 months, and the sum of the budget for all projects should not exceed € 1.350.000. The final list will be validated by the Steering Committee.
- No later than 6,5 months after the signature of the contract, for each shortlisted assessment, the contractor will draft a technical annex, according to a template provided by the Commission The draft technical annexes will be validated by the Commission, and sent by the Commission to the contractor of the above mentioned Framework Contract for in-depth assessments.
- The contractor will assess the draft results of each project on the basis of the draft report sent by the Contractor of the Framework Contract at least two months before the end of each project and communicate the results of the assessment within 2 weeks to the Commission.

#### Task 4. Revised Assessment of vulnerability and potential adaptation measures, dissemination

- The contractor will update the assessment, development of metadata catalogue and stakeholder discussion performed in task 2, taking on board the in-depth assessment performed by the Framework Contract, as well as information from external projects identified in task 1, that would become available no later than 20 months after the signature of the contract.
- The contractor will ensure the dissemination of the results in different conferences and workshops, including events and databases of the different partners in the Steering Committee (a maximum of 10 presentations in Brussels, Copenhagen, Vienna or the area under the scope of this contract).

#### 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 and proven track record (at least 3 years) in research on water management,

ecosystem services, climate change impacts, vulnerability and adaptation, in qualitative and quantitative analysis for the development of water and climate adaptation policies at national, EU level or in the context of UNFCCC.

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.

#### 5. Deliverables

A draft **inception report** should be submitted no later than 2 weeks after the signature of the contract. It will be discussed at a **kick-off meeting** which will take place in Brussels, no later than 4 weeks after the signature of the contract. The contractor will draft minutes of the meeting. Based on written comments provided by the Commission to both the draft inception report and draft minutes, no later than 6 weeks after the signature of the contract, the contractor will deliver the final version of the inception report, no later than 8 weeks after the signature of the contract.

A draft **interim report** should be submitted no later than 10 months after the signature of the contract. It will cover the results of tasks 1 and 2, as well as a description of the in-depth assessments and reports foreseen in the framework contract. The report will be discussed. The Commission will send comments within 4 weeks, which need to be taken into account in a revised version of the interim report within 2 weeks. The interim report will then be presented at a **stakeholder meeting** (to be held in a city of the Carpathian Basin area) which will take place no later than 13 months after the signature of the contract.

A draft **final report** should be submitted no later than 25 months after the signature of the contract. It will cover the result of tasks 3 and 4. The Commission will send comments within 4 weeks, which need to be taken into account in a revised version of the final report within 4 weeks. The final report will then be presented at a **stakeholder meeting** (to be held in a city of the Carpathian Basin area) which will take place no later than 30 months after the signature of the contract.

As well as the 3 deliverables described above, the contractor is committed to *specific deliverables* foreseen in the context of task 3 (see above).

A co-ordination meeting between the contractor and the Commission should take place every 2 months. The contractor should foresee video-conference facilities enabling multiple (minimum 5) partners, so that approximately 2/3 of the meetings do not require the contractor to travel to Commission offices.

The contractor will also attend the Steering Committee meetings which 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 tasks should be completed within 30 months of the signature of the contract (see point 5). The execution of the tasks may not start before the contract has been signed

## 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.
- 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 the first and second highest ranking 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 be also in negotiation with a tenderer submitting a bid for the Framework contract as this could lead to a potential conflict of interest (see section 2 above).

#### 5. Payments

This contract will be paid on a lump sum basis.

A pre-financing payment of 30% will be paid upon signature of the contract.

An interim payment of 30% will be paid upon acceptance by the Commission of the interim report.

A final payment of 40% will be paid upon acceptance by the Commission of the final report.

The Commission reserves the right to waive the pre-financing payment if applicable, or to request a financial guarantee should it be deemed necessary.

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.

#### 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.

- For guidance purposes, the maximum budget allocation to this contract is fixed at € 650.000 (Six hundred and fifty thousand Euro)
- 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 6 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
  - <a href="http://europass.cedefop.europa.eu/europass/home/vernav/Europasss+Documents/Europasss+CV/navigate.action">http://europass.cedefop.europa.eu/europass/home/vernav/Europasss+Documents/Europasss+CV/navigate.action</a> 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

- A contract proposal with the methodology to fulfil the requirements mentioned in Part 1, point 3. The tender should give indications on the theoretical background used, the methodology used in the work that will be undertaken and on its appropriateness for this purpose, in conformity with the guidelines included in the approach. It should also give indications on the data to be used and their reliability.
- The maximum indicative number of pages for the offer is 30 pages + annexes. Avoid enclosing glossy folders.

#### 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.

A list of previous work carried out over the past 3 years must be included.

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.

#### **Implementation of the contract**

Describe the methodology to be applied to carry out each of the tasks foreseen in the contract.

#### **Managing the contract**

The tenderer's availability during the period of the execution of the tasks must be clearly demonstrated, and explain how the project will be managed.

#### 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 <u>Article 93(1)</u>, 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 (max points 40)

This criterion serves to assess whether the tenderer has understood all of the issues involved, as well as the nature of the work to be undertaken and the content of the final products.

#### Award criteria 2 – Methodology (max points 30)

The degree to which the methodology shows the capacity to resolve the questions underlying in the tender in a realistic and well-structured way, as well as whether the methods proposed are suited to the needs set out by the Commission in the Technical Description.

#### Award criteria 3 – Project management and availability (max points 30)

Offers will be assessed as regards the quality of the team organisation, the time attributed to each team member and the availability of resources for the completion of the contractual tasks, which should be clearly outlined in the tender.

Since assessment of the tenders will be based on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications 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. 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 40 points will be attributed to criterion 1, a maximum of 30 points will be attributed to criterion 2, and a maximum of 30 points will be attributed to criterion 3. In addition a minimum threshold will be set up under this system of points:

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

#### 5. Budget

The budget is a maximum of € 650.000 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 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.

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. 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.

The Commission reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this project.

#### 7. Opening of tenders

The tenders received will be opened on 19/10/2010 at 14h30 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).

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#### 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:
ADRESS:
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 - FINANCIAL OFFER TEMPLATE**

## (FOR GUIDANCE PURPOSES ONLY)

#### PRICE AND ESTIMATED BUDGET BREAKDOWN

#### **Calculation of the costs**

Name	Staff on 1	payroll	Other statute	Time in %	Total / year	TOTAL
	Gross salary	Social charges				
• • •						
etc.						
Staff cost	S					
Infrastru	cture					
Overhead	l costs includ	ing office ma	aterial an	d consumable	es	
Office Equipment						
Travel/M	issions					
Sub-contracting						
Company x						
Company y						
Company z						
•	•					
Other (pl	ease specify)					
TOTAL O	COSTS in EU	JRO			€	

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*;

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;

c) have/has not been found guilty of grave professional misconduct proven by any means which the

- 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 <a href="Article 96">Article 96</a>(1).

In addition, the undersigned declares on their honour:

Commission can justify;

- 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 <u>evidence</u> 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 <u>4th Accounting Directive</u>. 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-1and 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.

	CORRESPONDANCE 4th ACCOUNTING	ns covered by the penultimate certified historical dalance sneet.	
BALANCE SHEET	CORRESPONDANCE 4" 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	B. Formation expenses as defined by national law	
3	by national law	C.I.1. Cost of research and development	
	C. I. Intangible fixed assets	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	Homiliar value, their accounting par value)	
3.1. Stocks	D.I. Stocks	D.I.1. Raw materials and consumables	
S.T. Stooks	B.i. Glocks	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	D.II. Debtors, due and payable	D.II.1. Trade debtors	
Year	after more than one year	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	D.II. Debtors due and payable	D.II.1. Trade debtors	
year	within a year	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
22 0 1 1 1 1 1 1 1 1 1 1	D.N. O. I. all and a street	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.I. Subscribed capital
	A.II. Share premium account	A.II. Share premium account
4.2. Reserves	A.III. Revaluation reserve	A.III. Revaluation reserve
	A.IV. Reserves	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	A.V Profit and loss brought	A.V Profit and loss brought forward from the previous years
forward from	forward from the previous years	
the previous years		
4.4. Profit and loss for the	A.VI. Profit or loss for the	A.VI. Profit or loss for the financial year
Financial year	financial year	
5. Creditors	C. Creditors	
5.1.1 Long term non-bank	B. Provisions for liabilities and	B.1. Provisions for pensions and similar obligations
debt	charges ( > one year)	B.2. Provisions for taxation
	C. Creditors ( > one year)	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	B. Provisions for liabilities and	B.1. Provisions for pensions and similar obligations
Debt	charges (= one year)	B.2. Provisions for taxation
	C. Creditors (= one year)	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"	C.2. Amounts owed to credit institutions
	(= one year)	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	Variation in stock of finished	Variation in stocks of finished goods and in work in progress	
	goods and in work in progress		
8. Other operating income	Work performed by the	Work performed by the undertaking for its own purposes and capitalized	
	undertaking for its own purposes	Other operating income	
	and capitalized.		
	Other operating income		
9. Costs of material and	5. (a) Raw materials and	5. (a) Raw materials and consumables	
consumables	consumables	5. (b) Other external charges	
	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	7. Depreciation and value	7. (a) Value adjustments in respect of formation expenses and of tangible and
adjustments on non financial	adjustments on non financial	intangible fixed assets
assets	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	Financial income and value	Income from participating interests
adjustments on financial assets	adjustments on financial assets	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	Profit or loss on ordinary	15. Profit or loss on ordinary activities after taxation
ordinary activities	activities	
19. Extraordinary income and	Extraordinary income and	16. Extraordinary income
Charges	charges	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	Profit or loss for the financial	21. Profit or loss for the financial year
financial year	year	

## Annex 5 FORM to be completed

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

٩р	plicant name		company	Profit making	
				Non profit making	
Clo	osing date t0	Duration t0		months	
Clo	osing date t-1	Duration t-1		months	
	Balance sheet			-	
	Assets		t0 (in Euro)	t-1 (in Euro)	
	4. Cube swift and semistal upon	-:-!			
	1. Subscribed capital unpa		0	0	
	2. Fixed assets (2.1+2.2-2.1 Intangible fixed as	•	0		
	2.1 Intalligible lixed as 2.2 Tangible fixed ass				
	2.3 Financial assets				
	3. Current assets (3.1+3	.21+3.22+3.3+3.4)	0	0	
	3.1 Stocks	,			
		ue after one year			
		ue within one year			
	3.3 Cash at bank an	d in hand			
	3.4 Other current asse	ets			
	Total assets (1+2+3)	-	0	0	
	Liabilities		t0 (in Euro)	<b>t-1</b> (in Euro)	
	4. Capital and reserves	(4 1 4 2 4 2 4 4 1)	0	0	
	4.1 Subscribed capi				
	4.2 Reserves				
	4.3 Profit and loss b	rought forward			
	4.4 Profit and loss for	<u> </u>			
	5. Creditors (5.11+5.12+		0	0	
	5.1.1 Long term				
	5.1.2 Long term				
	5.2.1 Short term				
	5.2.2 Short term	bank debt			
	Total liabilities (4+5)		0	0	

### **Profit and loss**

	t0 (in Euro)	<b>t-1</b> (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.+891011.)	0	0
13. Depreciation and value adjustments on non-financial assets		
14. Net operating profit (1213.)	0	0
15. Financial income and value adjustments on financial assets		
16. Interest paid		
17. Similar charges		
18. Profit/loss on ordinary activities (14+151617.)	0	0
19. Extraordinary income and charges		
20. Taxes on profit		
21. Profit/loss for the financial year (18.+1920.)	0	0

## **ANNEX 6**



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/SER/2010/0048

#### Your reference:

We wish to confirm the receipt and opening of your offer<sup>1</sup>. 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

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 7

## 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