

CALL FOR TENDERS

N°ENER C2/2014-640

ENERGY STORAGE MAPPING AND PLANNING

TENDER SPECIFICATIONS

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1. Information on tendering

1.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement¹ concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

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

1.3. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole.

These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

The tenderers should indicate in their offer whether the partnership takes the form of:

a) a <u>new or existing legal</u> entity which will sign the contract with the Commission in case of award

or

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

¹ See http://www.wto.org/english/tratop E/gproc e/gp gpa e.htm

1.4. Subcontracting

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

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

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

1.5. Content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Evidence for exclusion criteria (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. Identification of the tenderer: legal capacity and status

- The tenderer's identification form in **Annex 1** shall be filled in and signed by:
 - o The tenderer (including any member of a consortium or grouping)
 - o subcontractor(s) whose share of the work represent more than 20% of the contract
- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium of grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on:

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

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information
 - For legal persons, a legible copy of the notice of appointment of the **persons** authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any

delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.
- The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting** documents. The form is available on: http://ec.europa.eu/budget/contracts grants/info contracts/index en.cfm

2. EVALUATION AND AWARD

2.1. Evaluation steps

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- (2) Selection of tenderers on the basis of selection criteria
- (3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

2.2. Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

2.3. Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

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

2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must have an annual turnover of the last two financial years above €1.500.000.

Tenderers must provide proof of their financial and economic capacity by means of the following documents: copy of the profit & loss account for the last two years for which accounts have been closed, and a statement of overall turnover and turnover relating to the relevant services for the last 2 financial years. Failing that, appropriate statements from banks. If applicable, evidence of professional risk indemnity insurance should be also provided.

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

2.3.2. Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers

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

- The tenderer must prove experience in the field of energy policy, energy technologies, energy storage, mapping with at least 2 projects delivered in any of these fields in the last three years with a minimum value for each project of €500 000.
- The tenderer must prove experience of working in English with at least 2 projects delivered in the last three years showing the necessary language coverage. The tenderer must prove capacity to draft reports in English.
- The tenderer must prove experience in working with stakeholders and experts in the energy sector. The tenderer must prove experience in survey techniques, data collection, statistical analyses, mapping and drafting reports and recommendations.

b. Criteria relating to the team delivering the service:

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

<u>Project Manager</u>: At least 2 years experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size, with experience in management of a team of at least 10 people.

<u>Experts</u>: Relevant higher education degree and / or 3 years' professional experience in the field of energy storage, energy mapping and planning.

c. Evidence:

The following evidence should be provided to fulfil the above criteria:

- A list and description of related activities carried during the past three years.
- A list detailing the position and tasks for each member of the international team, including the main subcontractors.
- A detailed curriculum vitae (CV) for each member of the international team including linguistic skills educational background, degrees and diplomas, professional experience, relevant research work and publications. The CVs shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.
- A list briefly summarising the activities similar to the ones requested by the tender specifications, delivered by the tenderer during the last 4 years, with indications of corresponding budgets, recipients and timing (i.e. year or years in which these activities were performed as well as duration of performing of each of these activities). Samples (such as produced communication materials and websites) resulting from such activities may be enclosed.

2.4. Award criteria

The tender will be awarded according to the best-value-for -money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

• Quality of the proposed methodology (max 60 points; minimum threshold 36 points)

This criterion will assess how the tenderer plans to address the specifications and services requested by the Commission and whether the proposed methodology is sound and reliable in terms of delivering the expected results.

Sub-criterion 1.1 Quality of the overall proposed methodology (30 points):

Sub-criterion 1.2 Methodology for the collection, management and processing of information (30 points)

• **Organisation of the work** (max 20 points; minimum threshold 12 points)

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the

work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.

• Quality control measures (max 20 points; minimum threshold 12 points)

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Ranking

Tenders must score above the minimum threshold for each criterion (36, 12 and 12 points) and above 70 points in total. Tenders that fail in one or more thresholds will be rejected and will not be ranked.

The tenders that succeed in all three individual and the overall thresholds are ranked using the formula below to determine the tender offering best value for money. A weight of 70/30 is given to quality/price:

Score for tender x = total quality score for award criteria for tender x 100 + cheapest price price price of tender x multiplied by 30 price of tender x

2.5. Technical offer

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

2.6. Financial offer

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

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

3. TECHNICAL SPECIFICATIONS

3.1. Introduction

The completion and well-functioning of the internal energy market is a key priority, together with diversification of energy sources, routes and providers. The link between energy security and the 2030 climate and energy framework is indissoluble. Reaching the goals of the 2030 framework as efficiently and at the lowest possible costs for all is seen by many as a key step to address the energy security challenge in the long run, thanks to the creation of a secure and predictable framework for investments in renewable and energy efficiency. Innovative integrated energy system planning is an absolute must. This planning must be based on a very robust and integrated set of all data available.

The transition to a low-carbon energy system in Europe will likely require much increased storage capabilities for different energy vectors or effluents and other uses of subsoil space. Strategic planning for this transition and for avoiding potential use conflicts requires an appropriate view of available sites that could host such storage facilities and to integrate this view with more advanced planning of the whole European energy system.

3.2 Purpose of the contract

As most data exists in a fragmented form, the major work will consist of compiling existing data and to exploit it for an optimised energy systems planning. The project will contribute to strengthen the basis for long term strategic planning and optimising our future energy system and define potential bottlenecks at an early stage. System modellers, economists, engineers, lawyers, trade experts, socio-economists, NGOs, and policy planners shall be involved since the beginning, in particular for the definition of the format and the content of the database, to ensure that the new set of data will fit their needs for more robust modelling, planning, designing, etc. on a coherent basis and comparable between Member States and other European neighbouring countries as appropriate.

The project shall have the following output:

- 1. A geographical database and maps providing the following information:
 - 1. Capacity of all existing and future energy storage sites in Europe, including costs and accessibility
 - a. hydrogen, compressed air, natural gas, underground pumped hydro, etc.
 - b. above ground storage such as pumped hydro, LNG, liquid air, etc.

2. Integrate data on

- a. Potential sites for underground storage of CO2 (results of CO2Stop project and other databases on the CO2 storage potential like the UK's CO2Stored)
- b. Planned and potential alternative uses of these storage sites (e.g. natural gas) for energy production as well as the conventional and unconventional extraction of hydrocarbons (existing assessments of conventional oil and gas resources and planned assessment of unconventional oil and gas resources by JRC) and coal (results of projects EuCoRes and ongoing work under FP7 project TOPS).
- c. Possible restrictions on site access/usability of the site like housing, Natura2000 areas, water protection zones.

- 3. Combine these data with existing and future network development plans: the tenyear network development plan for electricity, the ten-year network development plan for gas, other infrastructure plans (e.g. LNG terminals, storage of oil, coal, etc.) for optimised spatial planning across borders, identification of eventual technical bottlenecks or cost-optimisation for future infrastructure, power plants, etc.
- 2. On the basis of this geographical database and maps, the project shall model the links of all these existing infrastructures with pipelines, transmission cables, power plants, major energy end users, etc. to define overcapacity, eventual bottlenecks. This model shall allow a better assessment of eventual or upcoming bottlenecks in our energy system and to optimise the planning for future cables, pipelines, power plants, storage, etc. All these data and results shall be used to model the future energy system and determine the best locations for all future infrastructures, power plants, large wind parks, cables, pipelines, future energy storage systems and allow the optimisation of existing hydro dams or pumped hydro storage. This modelling shall optimise the technology, the business cases, etc. across borders and define eventual market barriers, legal or regulatory problems. The results shall be included as additional layers in the geographical database and maps.

3.3 Details of the contract

The duration of the tasks shall not exceed 24 months. This period is calculated in calendar days. Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of *force majeure*). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below. Eventual extension of a deadline must be approved by the European Commission and will be granted only in exceptional cases (force majeure). The final payment can be made only after approval of all deliverables by the Commission. This shall happen ideally over the last 24 months after the start.

3.4 Deliverables

The contractor shall submit an interim report after 12 months and the draft final report and other deliverables to the Commission at the latest 20 months after the signature of the contract. The reports shall be concise and contain a non-confidential publishable report.

A kick-off meeting will take place in Brussels, at the latest 30 days following the signature of the contract, in order to settle all the details of the study, report, etc... to be undertaken.

The consortium shall organise 3 meetings with the European Commission, in its premises or in meeting rooms within walking distance, in Brussels (typically after 6, 12 and 18 months, but aligned with the phases of the contract) where progress, problems and results will be discussed internally (confidential meetings, closed to public). The consortium shall invite all relevant services of the Commission, after a first list compiled at the kick-off meeting and be responsible for the organisation and eventual costs related to it.

The consortium shall organise a final conference, in Brussels, for about 100 participants, between months 22 to 24 (outside the Commission's premises). The exact date shall be discussed with the Commission, in order to fine-tuning the timing with ongoing work of

the Commission. The consortium will deliver conference proceedings (PDF and publish it on internet).

All costs for meetings, including meeting room rentals, catering, etc. shall be covered by the tender; no costs shall occur to the Commission; no external sponsoring shall be allowed. In case of doubt and grey zones, the European Commission shall decide. Costs for the participation of contract participants in these meetings shall be covered by the contract; costs for outside participants shall not be covered by this tender.

All reports and deliverables shall be written in English, with a high quality standard for the language; a linguistic check may be requested by the Commission for the final publishable deliverables. All deliverables shall be submitted in PDF format. The length and other technical details shall be proposed by the tenderer. Annexes may be in national languages, if necessary. Eventual translation costs shall be covered by the contract.

3 meetings with Commission officials in their offices to discuss progress, problems, etc. (Brussels, office of the Commission; as needed or in phase with the tender phases, to be proposed). The Commission may invite experts and others they consider relevant to attend these meetings.

3.5 Interaction of the Contractor with the Commission and stakeholders

The Contractor is expected to work closely with the Commission services. It is required to design and maintain a reporting mechanism that will allow the Commission to evaluate the services performed, the progress of individual tasks and the developments and further prospects of the overall exercise.

The work of the network will be complementary to the work carried out by the secretariat of the Smart grids ETP. It will be requested to regularly exchange information on their ongoing works and whenever appropriate harmonise approaches

3.6 Other considerations

The Commission will fully finance the contracted services.

Representatives of the consortium have to finance their own participation and travel costs for contributions to the deliverables of this contract.

3.7 Reports and documents to produce – Timetable and confidentiality to observe

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

• A kick-off meeting

The kick-off meeting will take place in Brussels, at the latest one month following the entry into force of the contract, in order to settle all the details of the work plan to be undertaken.

• Two interim progress reports

The interim progress report should be delivered at month 6 and 18 and give a short overview in max 10 pages. It shall be submitted to the Commission and presented and discussed at an interim progress meeting (date to be agreed with the Commission). The Commission shall have 30 days from receipt to make comments. Within 15 days of receiving the Commission's observations, the contractor will submit additional information or another report. These two reports will be confidential.

• An annual progress report

The contractor will submit a draft annual activity report at the latest after the first year. It shall give a comprehensive overview of the activities implemented and propose adjustment to the work plan if applicable. It shall be submitted to the Commission and presented and discussed at the annual progress meeting. It shall be accompanied by a publishable summary in English and French (about 10 pages per language).

The Commission shall have 30 days from receipt to make comments, and the Contractor shall have 15 days in which to submit additional information or a new report. This report shall be confidential. The publishable report shall be made available on internet after approval by the Commission.

• Final report

A draft of the final report will be submitted to the Commission 23 months after the entry into force of the contract.

The final report may be split into confidential data and a publishable report. The publishable report shall include an abstract of about 200 words and an executive summary of about 6 pages in English and a translation in French. It shall also include the following standard disclaimer:

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

For graphic requirements please refer to the template provided in the annex 4. The cover page shall be filled in by the contractor in accordance with the instructions provided in the template. For further details you may also contact comm-visual-identity@ec.europa.eu.

The reports shall be supplied to the Commission in PDF format. The Consortium will publish the public deliverables elaborated under this contract for the European Commission on internet. For this purpose, the contractor must ensure that the deliverables are not subject to any restrictions deriving from intellectual property rights of third parties. Should the contractor intend to use data in the deliverables, which cannot be published, this must be explicitly mentioned as confidential.

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo².

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

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

PDF versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: http://www.w3.org/WAI/

3.9 Place of performance and estimate of the budget involved

The tasks will be performed on the Contractor's premises. However, meetings between the contractor and the Commission may be held on Commission premises in Brussels.

The budget involved to carry out this contract is estimated at 2.500.000 EUR.

Execution of the tasks begins after the date on which the contract enters into force. Payments will be executed following approval by the European Commission of the annual/final reports.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of *force majeure*, approved by the Commission). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

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² The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu

4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES

The Commission may publish the deliverables and may in the future commission other service providers to work with them e.g. for updating the data. For these purposes, the tenderer must ensure that no restrictions based on confidentiality and/or no intellectual property rights are expected from third parties. Should the tenderer intend to use study data, which cannot be published, this must be explicitly mentioned in the offer and such data will have to be clearly identified when submitting the deliverables and, if possible, be presented separately from other data.

4.1 Geographical database

The geographical database should allow displaying data in a variety of formats, including maps (isopach, colour, parameters), data points, data tables, cross sections. It should contain the geo-referenced data which were used to draw the maps including coal related data and comments. The tenderer will provide the Commission with a description of all deliverables. The geographical database must have precision equivalent to the scale of 1: 500 000 or larger. The data should relate to a time period spanning not more than one year. Metadata describing the database will be part of the offer. The geographical data model must be delivered on electronic media (DVD) or through ftp. It must include at least all data required in the specifications, with a description of the relationships between features and tables and a detailed description of each table and each field of the table:

- Type of each field (date, number or varchar for instance)
- Comments
- Constraints (in particular, unique keys, primary keys, foreign keys)

The final deliverables shall include:

- A complete business description of the feature/table contents (commercial brochures do not constitute a description of tables; an extensive metadata description of each feature/table is required)
- All other relevant information on the content of each table
- A technical user guide describing the usage of the data, the data quality checks and topological consistency checks (if applicable)
- Documentation as described in the section below on "requirements for the geographical data".

The requirements for the geographical data are specified below:

A. Geographical Extent and Coverage

The data must cover the following territory:

• The European Union (EU28), the EFTA countries and the contracting parties of the Energy Community.

The tenderer will provide the Commission with a description of all features, tables and fields included in the deliverables.

The Commission is aware of the fact that data may not be available with the same density and quality for all countries, tables and/or fields. In this case, the offer should indicate any known limitation regarding the coverage and/or the content of the tables.

B. Coordinate Reference System and geographical data format:

The geographical data must be delivered with geographical coordinates with at least two decimals. The preferred coordinate reference system is the European Terrestrial Reference System 1989 (ETRS89). If the geometric accuracy of the geographic data is inferior to 1m, WGS84 can also be accepted. Additionally geographic data delivered with latitude/longitude in decimal degrees (DD) could be accepted if it provides at least two decimals to give an acceptable position for the objects. Latitude/longitude in Degrees/minutes/seconds (DMS) will not be accepted as DMS format is not suitable for GIS systems.

C. Metadata and documentation requirements

Metadata for discovery must be available for the geographic data.

The geographic data should be documented, preferably in line with the INSPIRE Implementing Rules on Metadata (Commission Regulation (EC) No 1205/2008 of 3 December 2008) and the INSPIRE Metadata Implementing Rules: Technical Guidelines based on EN ISO 19115 and EN ISO 19119. Metadata for discovery must be available preferably in XML encoding as described in the INSPIRE technical guidelines on metadata (http://inspire.ec.europa.eu).

In addition each geographical database shall be accompanied by documentation providing at least the following information:

- Data model showing the relations between features and tables
- Feature catalogue explaining all the attributes, data formats, domain values, code lists, etc.
- Technical user guide describing the usage of the data.

It is envisaged that the maps will be linked to or included in other geographical information and that the data will be updated approximately every 4 years. Hence both as regards intellectual property rights and the level of documentation provided it has to be ensured that other service providers, chosen in a competitive procurement procedure, will be capable of doing this task.

D. Data quality

The quality of the geographic and attribute data must be documented. The documentation of data quality must be included in the metadata description (see C.).

In addition further documentation on the topological consistency checks (if relevant) and the methods for collecting information and maintaining uniqueness of key fields must be provided. Further quality requirements are also described in the two following paragraphs of this tender specification.

E. Resolution

The tenderer will provide the Commission with a description of the resolution of the data. The data must have a resolution corresponding to a scale level of at least 1: 500 000 or larger. It is commonly accepted that the accuracy for a scale of 1:500 000 is about 250 meters. Range of preferred resolutions for geodata used by Commission services include 1:50 000, 1:100 000, 1:250 000.

F. Topological rules

The contractor must indicate whether or not the geographic data is organised topologically and whether it could be used for modelling.

G. Data format

The data must be provided in a format that can be processed easily by ArcGIS 9.3.1 or higher, without the need for preliminary processing and without loss of properties in terms of accuracy, topology and attributes. The preferred format would be an ESRI File Geodatabase or ESRI SDE Geodatabase for ORACLE 10g. Any other format may be accepted if properly documented and compatible with ArcGIS Software.

General rules to be observed

Rule 1 – Systematic Treatment of NULL values:

A field may remain empty. This involves the support of null values, which is distinct from empty strings or numbers within a value of zero. However, attention should be drawn to the fact that most databases support the concept of a non-null field constraint that prevents null values being used in a specific table column.

Rule 2 – Duplicate rows and referential integrity:

Duplicate rows should be avoided by appropriate design of the database, in particular the definition of the unique key. The referential integrity must also be ensured.

Rule 3 – Dimensions:

The Contractor should take a conservative and coherent approach regarding the dimension tables. In particular, the Contractor should only modify its conventions if required for the good functioning of the system and will use one and only one term for a specific meaning.

4.2 Maps

Maps shall be delivered in the following formats:

- Five colour copies printed on good quality paper. A0 format paper.
- Five colour copies printed on good quality A3-size paper sheets of individual sectors of the map which would together make up its whole area.
- .pdf and jpeg-format electronic versions of each of the full map and the individual sector maps with a resolution of at least 300 dpi.

The tenderer should also provide the European Commission with the templates and design files used when preparing the maps. The European Commission uses the ArcGIS suite of products and prefers to receive these files in a format which can be directly integrated within ArcGIS (e.g.: .mxd, .mxt, lyr, and (.ai, .emf or .bmp for icons/symbols)).

5. ANNEXES

- 1. Tenderer's Identification Form
- 2. Declaration related to the exclusion criteria and absence of conflict of interest
- 3. Power of Attorney (mandate in case of joint tender)
- 4. Standard Word template for studies
- 5. Draft Contract

ANNEX 1

IDENTIFICATION OF THE TENDERER

(Each service provider , including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

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Identity					
Name of the tenderer					
Legal status of the tenderer					
Date of registration					
Country of registration					
Registration number					
VAT number					
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ³					
Address					
Address of registered office of tenderer					
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender					
Contact Person					
Surname:					
First name:					
Title (e.g. Dr, Mr, Ms):					
Position (e.g. manager):					

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³ For natural persons

Telephone number:						
Fax number:						
E-mail address:						
Legal Representatives						
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties						
Declaration by an authorised representative of the organisation ⁴						
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.						
Surname:	Signature:					
First name:						

⁴ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parenthese) [Choose options for parts in grey between square brackets]

The undersigned (insert name of the signatory of this form):

□ in [his][her] own name (for a natural person)

or

representing the following legal person: (only if the economic operator is a legal person)

full official name:

official legal form:

full official address:

VAT registration number:

- declares that [the above-mentioned legal person][he][she] is not in one of the following situations:
- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

- (Only for legal persons other than Member States and local authorities, otherwise <u>delete</u>) declares that the natural persons with power of representation, decision-making or control⁵ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
- declares that [the above-mentioned legal person][he][she]:
- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;
 - ➤ acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties⁶ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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

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

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

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

Full name Date Signature

ANNEX 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor 7

The undersigned:			
- Signatory (Name, Function, Company, Registered address, VAT	Number)		
having the legal capacity required to act on behalf of his/her compa	my,		
HEREBY AGREES TO THE FOLLOWING:			
1) To submit a tender as a partner in the group of partners constitute 2, Company N, and led by Company X, in accordance with the tender specifications and the terms specified in the tender to what attached.	conditions specified in the		
 2) If the European Commission awards the Contract to the group of Company 1, Company 2, Company N, and led by Company X of to which this power of attorney is attached, all the partners shall Contract in accordance with the following conditions: (a) All partners shall be jointly and severally liable towards the the performance of the Contract. (b) All partners shall comply with the terms and conditions of the proper delivery of their respective share of the services and Contract. 	on the basis of the joint tender be co-signatories of the European Commission for the Contract and ensure the		
1) Payments by the European Commission related to the services a Contract shall be made through the lead partner's bank account: address, account number.			
 2) The partners grant to the lead partner all the necessary powers to submission of the tender and conclusion of the Contract, includi (a) The lead partner shall submit the tender on behalf of the group (b) The lead partner shall sign any contractual documents — in Amendments thereto — and issue any invoices related to the group of partners. (c) The lead partner shall act as a single contact point with the lead livery of the services and/or supplies subject to the Contradelivery of the services and/or supplies by the group of part Commission, and shall see to a proper administration of the 	ing: bup of partners. cluding the Contract, and e Services on behalf of the European Commission in the act. It shall co-ordinate the ners to the European		
Any modification to the present power of attorney shall be subject to express approval. This power of attorney shall expire when all the c group of partners towards the European Commission for the deliver supplies subject to the Contract have ceased to exist. The parties car date without the Commission's consent.	ontractual obligations of the y of the services and/or		
Signed in on [dd/mm/yyyy]			
Place and date:			

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

 $^{^{7}}$ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 4

Standard Word template for studies

Add document title 1

Add title 2

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HOW TO USE THIS DOCUMENT TEMPLATE	18
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How to Use This Document Template

Cover page

Add the title of the document which should be center aligned. Add any other relevant information if necessary which should be left aligned on the left vertical axe of the EC logo.

The font colour of the title should be White.

Page set up

■ Top margin: 3.5

Bottom margin: 2.5

Left margin: 3

Right margin: 2.5

Headings and subheadings

The following styles should be used for headings and subheadings.

• Heading 1

Font type: Verdana

Font Size: 14

Colour: R:38, G:54, B:115

Heading 2

Font type: Verdana Font Size: 11

Colour: R:38, G:54, B:115

Heading 3

Font type: Verdana Font Size: 10

Colour: R:38, G:54, B:115

Do not use capital letters for the headings/subheadings, the format should always be "sentence case", except for abbreviations.

Body text

Font style: Verdana Font size: 10

Font colour: Gray 80%

Header

The header should include the EU flag and the reference text:

European Commission

The title of the document

• Font type: Verdana Italic

• Font size: 8

Footer

Add the relevant name of the month and year in the footer which should appear to the left below the line.

- Font type: Verdana Italic
- Font size: 8.
- The page numbers will appear automatically.

Bulleted list

The bullet should be square and the colour should be Black. For reference please see list under "Headings and subheadings". To apply the style of the list, select "List Bullet 2" from the "Style" drop down menu.

Hyperlinks

By default the hyperlinks will appear in blue (colour coder: R:26, G:63, B:124), no underline.

Table of Contents

This template is complete with Styles for a Table of Contents. From the **Insert menu**, choose **Reference**, then **Index and Tables**. Click on the tab **"Table of Contents"**. In the "Format" box, select "From template".

ANNEX 5 **DRAFT CONTRACT**