

SPECIFICATIONS
To Invitation to Tender ENV.B.1/ETU/2010/0008

Study on variation of manure N efficiency throughout Europe

These specifications follow the publication of

- **the contract notice in OJEU 2010/S 56-082555 of 20/03/2010**

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1. Introduction/background

The Council Directive 91/676/EEC (later referred to as the Nitrates Directive) concerning the protection of waters against pollution caused by nitrates from agricultural sources adopted on 12 December 1991 requires Member States (MS) to:

- Monitor the water quality of surface and ground waters on nitrate concentrations and trophic status.
- Designate as Nitrate Vulnerable Zones (NVZs) all land draining to waters that are affected by nitrate pollution or that could be affected if action is not taken.
- establish a voluntary Code of Good Agricultural Practice (CGAP) available to all farmers throughout the country;
- Establish mandatory Action Programme (AP), which should be applied either within NVZs or throughout the whole country if the Whole Territory Approach (WTA) was chosen. The AP should also include all measures prescribed in the CGAP;
- review the extent of their NVZs and the effectiveness of their APs at least every four years and to make amendments if necessary.

Annexes II and III of the Nitrates Directive set out a list of measures, which have to be included in the Action Programme (Annex II and III) and in the Code of Good Agricultural Practices (Annex II).

In particular, the Action Programme/CGAP must contain provisions relating to:

1. periods when the land application of certain types of fertilizer is prohibited;
2. the minimal capacity of storage vessels for livestock manure, which should be sufficient to cover all closed periods (point 1) and periods during which application of fertilizers is not possible due to climatic conditions (point 4; etc.);
3. the land application of fertilizers to steeply sloping ground;
4. the land application of fertilizers to water-saturated, flooded, frozen or snow-covered ground;
5. the land application of fertilizer near water courses;
6. procedures for the land application, including rate and uniformity of spreading, of both chemical fertilizer and livestock manure;
7. limitation of the land application of fertilizers, based on a balance between the foreseeable nitrogen requirements of the crops, and the nitrogen supply to the crops from the soil and all possible sources and from fertilization;
8. the amount of livestock manure applied to the land each year, including by the animals themselves, which shall not exceed 170 kg N per hectare.

In order to implement all those rules a set of additional data needs to be included in the action programme, among them the manure N efficiency.

Manure contains nitrogen in both mineral and organic forms. The mineral N is immediately available for crops while the organic N becomes available depending on the rate of mineralisation processes in soil. The manure N efficiency expresses the amount of N in manure that becomes available for plants (mineral N) after application on land, however its availability depends on climatic conditions and agricultural practices (time of application, application techniques, etc).

Consequently manure N efficiency varies throughout the EU 27 and currently a comprehensive analysis is lacking of those regional differences as well as an analysis on how manure N efficiency can be improved through changing practices.

2. Objectives

Against this background, the objective of this study is to provide a detailed analysis of the differences in manure N efficiency definition and the determination methodology used throughout EU 27 including its variation at regional levels if applicable.

The analysis will support the Commission in the assessment of the action programmes, in particular the measures aiming to guarantee a balance between crop N needs and the N availability.

Additionally, effective measures aiming to improve efficiency should be identified in order to improve manure N efficiency rates.

The specific objectives of the study are:

1. Examine the current applicable manure N efficiency rates in the EU 27 by studying literature and contacting research centres/competent administrations in the MS;
2. Assess the efficiency rates in function of environmental and climatic conditions and agricultural practices;
3. Identify and analyse most effective measures and practices improving the manure N efficiency; and
4. Provide a comprehensive overview of the current applied manure N efficiency rates throughout the EU and formulate most effective measures to improve manure N efficiency.

3. Description of the tasks

Task 1: Examine the current applicable manure N efficiency rates in the EU 27 by studying literature and contacting research centres/competent administrations in the MS

This task should examine the current situation via an extensive review of the available literature and contacts with research centres/competent authorities in the MS. The analysis under this task should limit itself to presenting state-of-the-art of current knowledge in relation to manure N efficiency in EU27 and specific regions.

This task should cover in particular:

- 1) The way how manure N efficiency is taken into account by MS in the action programme(s)
- 2) Identification of specific regional differences in manure N efficiency rates at Member States level and regional level.

3) A comprehensive overview of the calculation method and underpinning information for established manure N efficiency rates.

Task 2: Assess the efficiency rates in function of environmental and climatic conditions and agricultural practices

This task should assess the findings of task 1 taking into consideration the various environmental and climatic conditions and agricultural practices in EU 27 and specific regions of MS. Additionally, the various methods used by Member States in order to determine manure N efficiency should be analysed along the below mentioned issues.

Subsequently and in greater detail the chapter should focus on manure N efficiency in relation to:

- Soil type
- Crop type/rotation
- Time of application
- Climatic conditions
- Application techniques
- Type of manure
- Time lag in N availability to crops

The above mentioned parameters should be taken into consideration for the specific country analysis, were if relevant, regional differences should be presented. The level of detail for each of the parameters will vary and will be agreed with the contractor at the initial stage of the contract.

Task 3: Identify and analyse most effective measures and practices improving the manure N efficiency

Based on task 1 and 2 the most effective measures and practices leading to improving the manure N efficiency should be identified and analysed. The specific climatic and soil conditions should be taken into account and it should be referred to scientific references based on which conclusions are made and the specific climatic and soil conditions.

This task should be underpinned by a few case studies. These case studies, at least four, should cover the pertinent climatic zones (i.e. Mediterranean, Continental Europe, Atlantic etc.) with different soil and climatic conditions for various agricultural practices. The case studies should elaborate in detail the manure N efficiency for a specific crop rotation and fertilisation practice that is common for the specific area. A proposal for case studies should be included in the offer and will be discussed with the Commission at the start of the contract.

Task 4: Provide a comprehensive overview of the current applied manure N efficiency rates throughout the EU and formulate most effective measures to improve manure N efficiency

This task should summarize in a comprehensive way findings of the previous tasks.

4. Experience required of the Contractor

Substantial (at least 10 years) documented professional experience on the link between environment and agriculture is necessary as well as relevant knowledge of agricultural and environmental policies.

The work to be undertaken by the contractor will require the following specific skills and expertise from the core team:

- (1) The core team of the contractor needs to demonstrate a solid scientific background including widespread knowledge and expertise and a proven track record on nutrients management in agriculture.
- (2) The contractor needs to demonstrate specific knowledge and extensive expertise of the different farm practices across EU 27 and the legal aspects of nutrients use at EU and Member States level, or equivalent.

Languages skills must be sufficient to handle the diverse data sources and manage the case studies.

5. Deliverables

The contractor shall prepare an inception report, two interim reports, and a final report containing the information gathered in carrying out the tasks described in section 3. Reports must be written in English and have to be drafted in a clear and easily understandable language. The presentation of the texts, tables and graphs has to be clear and complete and correspond to commonly recognised standards for publication.

- Kick-off meeting and inception report. The kick-off meeting is expected to be called **two weeks after the signature of the contract**. The consultant shall present an inception report based on the detailed work plan, methodology, and proposal for case studies submitted with the offer. This should be further developed and specified as appropriate for the kick-off meeting. The contractor shall provide the Commission with three paper copies and 1 electronic version, in both Word and PDF format within two weeks of the meeting.
- First interim report: to be received by the Commission **three months after the signature of the contract**. It shall include a presentation of the methods used and of the main results of the ongoing work, with a particular focus on tasks 1, 2 and 3. The contractor shall provide the Commission with three paper copies and 1 electronic version, in both Word and PDF format. The Commission may decide to call for a meeting with the contractor upon receipt of the first interim report with a view to addressing outstanding issues and give guidance for the continuation of the work.
- Second interim report: to be received by the Commission **seven months after the signature of the contract**. It shall include a brief presentation of the methods used and of the main results of the on-going work, including the state of work on tasks 1, 2 and 3 for discussion with the Commission. The contractor shall provide the Commission with three paper copies and 1 electronic version, in both Word/Excel and PDF format. The Commission may decide to call for a meeting with the contractor upon receipt of the

second interim report with a view to addressing outstanding issues and give guidance for the continuation of the work.

- Draft final report: to be received by the Commission **nine months after the signature of the contract**. It shall include an executive summary containing a brief presentation of the methods used and of the main results of the work. The contractor shall provide the Commission with three paper copies and 1 electronic version, in both Word and PDF format. The Commission may decide to call for a meeting with the contractor upon receipt of the draft final report with a view to addressing outstanding issues and give guidance for the preparation of the final report.
- Final report: to be received by the Commission **ten months after the signature of the contract**. It shall include an executive summary containing a brief presentation of the methods used and of the main results of the work. The contractor shall provide the Commission with five copies in paper format and 1 electronic version, in both Word and PDF format.

6. Duration of the tasks

The tasks should be completed within **ten 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.

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”.

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.

A final payment of 70% 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 **€110,000 (One hundred ten 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 Community 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 –
 - <http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Euro+pass+CV/navigate.action> together with a consolidated overview of CVs in an excel table.
 - A list, preferably in English (or French) of the principal studies, services contracts, consultancy work, surveys, publications or other work previously carried out during the past three years, indicating the name of the client and stating which, if any, were done for the European Commission.
- Tenders from consortia of firms or groups of service providers must specify the role, qualifications and experience of each member (see also part 3, points 1, 2 and 3 – exclusion, selection and award criteria).

6.3. Technical proposal

- 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.

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 [Article 93\(1\)](#), for this procurement procedure.

2. Selection criteria

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

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

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

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

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

2.2. Technical and professional competence:

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

2.3. Authorisation to perform the contract

- A tenderer must prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

2.4. Access to the market

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

3. Award criteria

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

Award criteria 1 – Understanding (max points 30)

This criterion is used to assess the degree to which the tender shows a clear understanding of the objectives and tasks of the study/service to be provided.

Award criteria 2 – Methodology (max points 50)

This criterion assesses the suitability and strength of the proposal as measured against the requirements of the specification in terms of the technical content, completeness, originality of ideas (*where appropriate*) and proposed effort.

Award criteria 3 – Project management and availability (max points 20)

This criterion relates to the quality of project planning, the organisation of the team with a view to managing a project of this nature and the availability of the resources for the completion of the contractual tasks.

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 30 points will be attributed to criterion 1, a maximum of 50 points will be attributed to criterion 2, and a maximum of 20 points will be attributed to criterion 3. In addition a minimum threshold will be set up under this system of points:

- Technical sufficiency levels: Selected companies will have to score a minimum of 18, 30 and 12 points under criteria 1, 2 and 3 respectively, with a minimum total of 70 points.

5. Budget

The budget is a maximum of **€110.000** 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 70 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 70 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 **18/05/2010 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).

8. Information for tenderers

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

ANNEX 1 - ADMINISTRATIVE INFORMATION FORM

Organisation or individual:

NAME:

ADDRESS:

HEADQUARTERS:

PERSON AUTHORISED TO SIGN CONTRACT:

Name and position:

PERSON FOR ROUTINE CONTACT:

Name and position:

Telephone and fax number:

Signature of Contractor

ANNEX 2 - FINANCIAL OFFER TEMPLATE

(FOR GUIDANCE PURPOSES ONLY)

PRICE AND ESTIMATED BUDGET BREAKDOWN

Calculation of the costs

Name	Staff on payroll		Other statute	Time in %	Total / year	TOTAL
	Gross salary	Social charges				
...						
... etc.						
Staff costs						
Infrastructure						
Overhead costs including office material and consumables						
Office Equipment						
Travel/Missions						
Sub-contracting						
Company x						
Company y						
Company z						
Other						
TOTAL COSTS in EURO				€		

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/info_contract/ftiers_en.htm?submenuheader=0
(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/not been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
 - c) have/not been found guilty of grave professional misconduct proven by any means which the Commission can justify;
 - d) have/has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country of the contracting authority or those of the country where the contract is to be performed;
 - e) have/not been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - f) are/is currently not subject to an administrative penalty referred to in [Article 96\(1\)](#).

In addition, the undersigned declares on their honour:

- g) that on the date of submission of the tender, they, the company or organisation they represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; the undersigned undertakes to inform the Commission without delay of any change to this situation after the date of submission of the tender;

- h) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- i) **that, if and when requested, they will provide the evidence required under point 1, part 3 of the Specifications.**

Full name:

Date

Signature:

ANNEX 5

Explanation – please read carefully before completing the financial capacity form

Simplified balance sheet and profit and loss account

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

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

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

Abbreviations t-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.

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

3.4. Other current assets	D.III Investments	D.III.1. Shares in affiliated undertakings D.III.2. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value) D.III.3. Other investments
Total assets	Total assets	

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

PROFIT AND LOSS ACCOUNT	PROFIT AND LOSS ACCOUNT / 4TH ACCOUNTING DIRECTIVE (Article 23)	
6. Turnover	1. Net turnover	1. Net turnover
7. Variation in stocks	2. Variation in stock of finished goods and in work in progress	2. Variation in stocks of finished goods and in work in progress
8. Other operating income	3. Work performed by the undertaking for its own purposes and capitalized 4. Other operating income	3. Work performed by the undertaking for its own purposes and capitalized 4. Other operating income
9. Costs of material and consumables	5. (a) Raw materials and consumables 5. (b) Other external charges	5. (a) Raw materials and consumables 5. (b) Other external charges
10. Other operating charges	8. Other operating charges	8. Other operating charges
11. Staff costs	6. Staff costs	6. (a) Wages and salaries 6. (b) social security costs, with a separate indication of those relating to pensions
12. Gross operating profit	Gross operating profit .	
13. Depreciation and value adjustments on non financial assets	7. Depreciation and value adjustments on non financial assets	7. (a) Value adjustments in respect of formation expenses and of tangible and intangible fixed assets 7. (b) Value adjustments in respect of current assets, to the extent that they exceed the amount of value adjustments which are normal in the undertaking

		concerned
14. Net operating profit	Gross operating profit - Depreciation and value adjustments on non-financial assets	
15. Financial income and value adjustments on financial assets	Financial income and value adjustments on financial assets	9. Income from participating interests 10. Income from other investments and loans forming part of the fixed assets 11. Other interest receivable and similar income 12. Value adjustments in respect of financial assets and of investments held as current assets
16. Interest paid	Interest paid	13. Interest payable and similar charges
17. Similar charges	Similar Charges	
18. Profit or loss on ordinary activities	Profit or loss on ordinary activities	15. Profit or loss on ordinary activities after taxation
19. Extraordinary income and Charges	Extraordinary income and charges	16. Extraordinary income 17. Extraordinary charge
20. Taxes on profits	Taxes	14. Tax on profit or loss on ordinary activities 19. Tax on extraordinary profit or loss 20. Other taxes not shown under the above items
21. Profit or loss for the financial year	Profit or loss for the financial year	21. Profit or loss for the financial year

Annex 5 FORM to be completed

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

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

Balance sheet

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

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

Profit and loss	t0 (in Euro)	t-1 (in Euro)
6. Turnover		
7. Variation in stocks		

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

ANNEX 6



EUROPEAN COMMISSION
DIRECTORATE-GENERAL ENVIRONMENT

ENV.SRD.2 – Finance

(Please fill in your address)

ACKNOWLEDGEMENT OF YOUR TENDER

Our reference: ENV.B.1/ETU/2010/0008

Your reference:

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

We thank you for your interest.

Markets Team
DG ENV.SRD.2

¹ Your personal contact data has been recorded in a database used by the Markets Team of unit ENV.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