

SPECIFICATIONS

To Invitation to Tender ENV.B.2/SER/2010/0059

Green Infrastructure implementation and efficiency

These specifications follow the publication of

- the prior information notice in OJEU 2010/S 56-082562 of 20/03/2010**
- the contract notice in OJEU 2010/S 177-269294 of 11/09/2010**

PART 1: TECHNICAL DESCRIPTION

PART 2: ADMINISTRATIVE DETAILS

PART 3: ASSESSMENT AND AWARD OF A CONTRACT

- Annex 1: Administrative information form
- Annex 2: Financial offer template
- Annex 3: Legal entity and financial identification forms
- Annex 4: Declaration of the candidate's eligibility regarding exclusion criteria
- Annex 5: Financial capacity form
- Annex 6: Acknowledgement form
- Annex 7: Checklist for complete tender file

PART 1: TECHNICAL DESCRIPTION

1. Purpose

The overall objective of this call for tender is to support the implementation of nature and biodiversity policy, especially by improving the knowledge base on and assess the implementation and efficiency of Green Infrastructure in Europe.

The contract mainly consists in preparing the basis for an Impact Assessment of a future Green Infrastructure strategy in Europe, in particular by assessing implementation and efficiency monitoring of existing approaches for Green Infrastructure in Europe (on transnational, Member State, regional or local level) and outside Europe, including financial estimates.

No such work has hitherto been done by any other European service, whilst the lack of integration and ecological coherence of nature and biodiversity policy measures, as well as the limited knowledge, have been clearly identified as obstacles to reach nature and biodiversity targets.

2. Background

In January 2010, the Commission published a new vision and target for biodiversity policy in the EU for the period after 2010¹, which was subsequently endorsed by the Environment Council and Spring European Council in March, noting that *"There is an urgent need to reverse continuing trends of biodiversity loss and ecosystem degradation. The European Council is committed to [...] the 2020 target set out in the Council's conclusions of 15 March 2010."* To deliver on this biodiversity target, a new EU strategy is to be developed.

Part of this EU biodiversity strategy will be a daughter strategy on Green Infrastructure, foreseen for 2011. Green Infrastructure will be a major tool to combat habitat loss, degradation and fragmentation – by far the biggest drivers of terrestrial biodiversity loss at EU level over the past 50 years due to land use changes (such as land use intensification and land abandonment). In the EU, around 1,500 ha of mainly agricultural land are lost every day to infrastructure and urbanisation. Europe's territory is consequently more fragmented than any other continent.

This is largely due to the fact that vast areas have been transformed into urban zones or cut up by transport infrastructures. In addition, traditional land use practices have been replaced by more intensive, mechanised and industrial-scale activities, especially in the agricultural and forestry sectors. This has weakened the resilience of once biodiversity-rich ecosystems.

If ecosystems become too small, depleted or isolated, they may stop providing us with valuable services such as food and freshwater. These pressures have also major consequences for the long term functioning of protected area networks such as Natura 2000 – with sites frequently being "islands" in a landscape that does not allow for dispersal and genetic exchange of the targeted species in protected sites, neither for "common" species in the wider countryside.

Europe's main contribution to reverse this trend and to link and strengthen various ecosystems in urban and rural areas will be Green Infrastructure. It consists of spatially or functionally

¹ COM(2010) 4 final, 19.01.2010 on http://ec.europa.eu/environment/nature/biodiversity/policy/index_en.htm

connected areas which maintain ecological coherence as an essential condition for healthy ecosystems. Its added value however comes from broader investments in natural capital with a view to 'greening' existing infrastructure and strengthening the functionality of ecosystems for delivering goods and services as well as mitigating and adapting to climate change effects, and enhancing the quality of life (health, tourism, conserving historic and cultural heritage). Discussions on Green Infrastructure frequently show, due to the complexity and the ongoing evolution of the concept, a variety of understanding of the term. The contractor shall base his work on the understanding of the term as given in the below footnotes².

Even if Green Infrastructure is one of the basic elements of post-2010 policy, little is known on the efficiency, of financing, costs and benefits of Green Infrastructures, which are already implemented, or this knowledge is scattered. The contractor will need to look at how Green Infrastructure contributes to ecosystems resilience. Such an investigation should lead to a set of validated indicators to which existing Green Infrastructures could also be gauged against. Best practice and financing of well-advanced examples should be elaborated for promotion of the Green Infrastructure concept. An assessment of the costs and benefits of various policy options for establishing Green Infrastructure in EU-27, with its transboundary added values, shall be core part of the work. Input to policy recommendations should be formulated as a result of the work on well-advanced examples.

This contract is based on the work of already existing contracts and initiatives, such as DG ENV contracts on connectivity and the integration of Natura 2000 into the wider countryside, on biodiversity actions outside Natura 2000, on TEEB, as well as on MS experience in implementing GI³. It will be strongly linked to the upcoming conference in 2010 on GI (provided it takes place), and on SEBI2010, GMES and EURECA, as well as land use modelling contracts in DG ENV (B.1/B.2/F.1). This contract will be done in close co-operation with JRC as well as with EEA/ETC, complementing their ongoing or planned work on green infrastructure analysis. Contacting the relevant policy units in REGIO and AGRI preparing the financing perspectives 2013 onwards, as well as DG ENV.E.3 and E.4, D.1, F.1 and B.3 will be indispensable within the course of the contract.

3. Objectives

The Commission wishes to ensure best use of existing data for understanding the effects of Green Infrastructure policy, and to provide data for a potential upcoming impact assessment of a future European Green Infrastructure strategy, having special regard to the implementation and efficiency of existing and potential future Green Infrastructure policies. The work foreseen under the present contract is divided into six parts, each of which will contribute to the achievement of these general objectives, by preparing specific, relevant and targeted information.

² More information on Green Infrastructure is available in the Natura 2000 newsletter of 12/09: http://ec.europa.eu/environment/nature/info/pubs/docs/nat2000news/nat27_en.pdf and on the dedicated section http://ec.europa.eu/environment/nature/ecosystems/index_en.htm. A factsheet can be downloaded on: http://ec.europa.eu/environment/nature/info/pubs/paper_en.htm, the LIFE Focus brochure is available on http://ec.europa.eu/environment/life/publications/lifepublications/lifefocus/documents/green_infra.pdf.

³ All information included in http://ec.europa.eu/environment/nature/index_en.htm and in Green Week 2010 documents <http://ec.europa.eu/greenweek>.

The information and data of this contract will be used if the Commission develops an impact assessment that might accompany the Commission proposals on a Green Infrastructure strategy for Europe. An impact assessment could support the process of policy-making by analysing the impacts of the policy options, actions and measures identified. It outlines the advantages and disadvantages of each option (including the consequences of the option of non-action) as well as likely synergies and trade-offs.

The contractor should quantify the described impacts and express them, if possible, in monetary values. He should give estimates of the social and overall economic consequences associated with non-action and the impacts (beneficial and negative ones) of various possible responses. Social “costs” (impacts) should be described and quantified if possible with a monetary value. The economic consequences of non-action and the impacts of the various mitigation and prevention measures should also be described, quantified and allocated a monetary value.

The results shall be inline with and useful for DG ENV policy requirements. The work on this contract should in particular be relevant for the fragmentation/green infrastructure part of the EC Communication⁴ on post-2010 biodiversity policy. The analysis to be done needs to be relevant and tailor-made for DG ENV policy requests.

Also, it should give indications on how different Green Infrastructure elements are working together, such as reforestation zones, green bridges, green urban areas, high nature value farmland or forest areas. Finally, it will provide elements for sharpening a future EU overall framework for regional and local GI initiatives.

4. Content / Description of the tasks

To ensure a good contract implementation, regular meetings between the contractor and representatives of the Commission shall take place in Brussels (whenever adequate, as teleconferences):

- A kick-off meeting to take place at the latest one month after signing the contract with the presentation of the inception report;
- further regular meetings, timing to be agreed but indicatively every 3 months;
- a final meeting for presenting the contract results to DG ENV.

The contractor will be responsible for minutes' taking during the meetings.

The task consists of 6 parts.

Part 1:

All this work needs to be done in co-operation with DG ENV, JRC and EEA, for avoiding double work and guaranteeing useful results for the above services; therefore a steering group will be set up by DG ENV and managed by the contractor (max. 5 members representing the above mentioned bodies). The inception report should be based on the methodology described in the tender, potential results, quality control and further potential use of the assessment. The

⁴ COM (2010)4. - See also background document for the stakeholder consultation on the post 2010 biodiversity strategy on http://ec.europa.eu/environment/nature/biodiversity/policy/index_en.htm.

contractor should strive to gather as much information as possible at this early stage in order to allow coordination with the Commission services and a possible discussion with stakeholders. This report shall include a first assessment of the knowledge on Green Infrastructure efficiency, and at least include an identification of the areas and possible responses where major economic, social and environmental benefits and positive/negative impacts are to be expected, focused on tasks 2-5. Continuous liaison needs to be guaranteed with relevant activities and ongoing service contracts within DG ENV, the JRC and the EEA, especially on ecosystem-based approaches for climate change mitigation and adaptation, on the flooding/water-policy related aspect of Green Infrastructure, on the design, implementation and cost elements of Green Infrastructure projects, and on ecosystem services. DG will ensure that the contractor is informed of all these relevant activities and contracts in due time.

Part 2:

By identifying and examining well-advanced examples of Green Infrastructure on basis of existing literature, as given above, and personal contacts with key persons in MS and with stakeholders, the contractor should bring existing knowledge together on:

- (i) identify ways to measure how Green Infrastructure contributes to ecosystem resilience (indicatively 50% of the work in part 2),
- (ii) propose, and produce where possible, indicators on Green Infrastructure efficiency, and how to monitor the cross-cooperation of Green Infrastructure elements between ecosystems (40%), and
- (iii) formulate input to policy recommendations on how Green Infrastructure should be implemented (10%).

This work shall count for 35% of the time budget of the whole contract.

Part 3:

The contractor will need to look at the implementation of the Green Infrastructure concept in a European context by analysing the costs of national initiatives with Green Infrastructure elements, and estimate the amount used in the Member States for administration, planning, consultation, implementation and monitoring of Green Infrastructure, including the results of the work on Green Infrastructure efficiency in part 2, and of information available in DG ENV. The contractor should furthermore identify the potential costs and the savings a coordinated and integrated approach on European level could foster.

Part 4:

Fourth main task should be the calculation of economic and biodiversity benefits stemming from the implementation of Green Infrastructure, such as strengthening ecosystems and their services it provides for people, lower mid- and long-term costs by the integrated (spatial planning and policy) approach Green Infrastructure asks for, and by the multi-purpose use it can deliver.

Both tasks, in part 3 and 4, should be done, as far as possible, for MS and the EU level, as well as on short and long term time scales. Regional scale should be looked at where relevant (MS such as AT, DE, ES, UK). For all 27 MS, country files should be elaborated, which allow the comparison of the different concepts applied and the state of implementation. In-depth analysis should be carried out for the 7 most advanced approaches (including at least 2 MS of EU-12), and including (2) experiences outside EU-27 (such as US, CH, NO). Whilst several studies present

the benefits of Green Infrastructure based on case studies, tasks 3 and 4 should focus on EU and MS scales.

Emphasis should be given to the conceptual benefits of integrating the various functions of Green Infrastructure, which are generally targeted in a sector-based approach (connectivity, ecosystem functions and services, climate change adaptation and mitigation, integrated spatial planning).

Part 5:

Fifth element will be the analysis of the financial, social and economic impacts of implementing potential instruments for the implementation of Green Infrastructure on European level, and for selected MS on MS level; as there are: (1) Business as usual scenario, (2) the delivery of a tool box for implementation, facilitating exchange of practices and coordinated integrated planning, (3) integrating Green Infrastructure into Community policies across all sectors and develop new non-legislative actions to fill the existing gaps, and (4) legislative measures.

Methodological aspects of particular relevance to Green Infrastructure are emphasized below:

- Distinguish between qualitative, quantitative and monetary data and information in line with the proportionality requirement.
- Analysis of economic impacts shall include effects on the public and private sectors (among others, the agricultural and forestry sectors, transport and energy, tourism, fisheries and spatial planning) likely to be affected by the proposals.
- Benefits should include cost savings due to status improvement and function protection of biodiversity and ecosystem services by Green Infrastructure.
- The social analysis shall include changes in employment levels or job quality in sectors and regions where labour and/or economic activities depend on biodiversity and ecosystem functions, which are improved by Green Infrastructure, as well as impacts on human health (especially in urban areas).
- Scenario of non-action should be used as the baseline for assessment.
- Assess the feasibility for the different levels of intervention (EU, national, regional, local) and the coordination of those levels.
- List and describe all the underlying scientific and technical criteria used, as well as the sources of information.
- Highlight any assumptions and the limitations of the methodologies employed. Indications must be given on which aspects of the work are the most sensitive to variations in assumptions, and how this might affect the overall conclusion.

For all options, likely environmental, social and economic impacts should be considered in relation to the utility and efficiency of the options. Qualitative and quantitative analysis is required for all options. Where possible, monetary values should be provided in addition to the qualitative and quantitative assessment.

This work shall count for 35% of the time budget.

Part 6:

Finally, all of these parts need to be interlinked, and conclusions shall be drawn on the added value and limits/potentials of a Green Infrastructure strategy for Europe. Main emphasis should be given to part 2, 3, 4 and 5.

An interim and a final report have to be prepared. The activities described therein will be evaluated, taking into account the remarks of the steering group, which will be invited to give comments on the reports. Elements which should be covered in the reporting, and will be evaluated for the acceptance of the reports, are:

- Adherence to deadlines;
- Quality of the deliverables;
- Use of the deliverables;
- Quality of the meetings and management of the steering group;
- Quality of the staff and the adherence to the profile requirements;
- Quality of the contractor's staffs follow-up and service/contract management.

5. Experience required of the Contractor

The contractor's core team shall sound have experience in European biodiversity policy assessment. The contractor should have a sound background in environmental economics. The contractor shall have worked with EC bodies, such as DG ENV, AGRI, REGIO, MARE, JRC, and agencies, such as EEA, or equivalent. He shall have experience with evaluating complex facts and the presentation of the results.

6. Deliverables

- T0 Contract signature
- T1 Inception report draft for kick-off meeting
- T1,5 Inception report finished
- T3 Progress report on parts 2-4 (due for steering group decision how to proceed)
- T5 Task report on part 2. Start of part 5.
- T6 Interim report submitted.
- T8 Part 3: Information processed. Biodiversity information extracted
- T9 Reports on part 3-4 produced
- T10 Part 1 revised if necessary, dependent on outcomes of parts 2-4. Part 5 finished.
- T11 Draft final report with draft part 6 submitted
- T12 Part 6 finished. Final report, in electronic and paper format (2 copies), submitted.

7. Duration of the tasks

The tasks should be completed within **12** months of the signature of the contract (see point 6). The execution of the tasks may not start before the contract has been signed.

8. 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.

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

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

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

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

6. Content of the tender

All tenders must be presented in three sections:

6.1. Financial proposal

- A financial proposal duly dated and signed by the person authorized to sign on behalf of the organization. The price must be quoted in Euro using the template in annex 2, including for the countries which do not form part of the Euro zone. For the tenderers of the countries which do not form part of the Euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.
- The price must be a fixed amount, inclusive all expenses.
- The price will not be subject to revision.
- *For guidance purposes, the maximum budget allocation to this contract is fixed at **€260.000 (two hundred sixty thousand Euro)**.*
- The price quotation must be signed by the tenderer or his duly authorised representative.
- The price must be quoted free of all duties, taxes and other charges, including VAT, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Union is exempt from VAT.

- The offer shall remain valid for a period of 12 months, as from the deadline for submission of offer.

6.2. Administrative proposal

- An administrative information form containing information on the full name of the organization, legal status, address, person to contact, person authorized to sign on behalf of the organization, telephone number, and facsimile number. The form must be duly dated, signed and stamped by the person authorized to sign on behalf of the company (see annex 1).
- Legal entity and financial identification forms (see annex 3), proof of enrolment (certificates) in one of the professional or trade registers, in country of establishment.
- If the tenderer is a natural person; she/he will be required to provide proof of her/his status as a self-employed person. To this end she/he must supply details of her/his social security cover and situation with regards to VAT regulation.
- A declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 390 of 30/12/2006) (see annex 4)
- Documents relating to the selection criteria (see part 3, point 2.1. Financial and Economic capacity)
- The service provider's educational and professional qualifications and those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services (curriculum vitae presented on the EU standard form which can be downloaded from the following address –
- <http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europa+ss+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 academic 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 whether candidates have understood all of the issues involved, have taken into consideration all of the aspects of the tasks required, such as they appear above, as well as of the contents of the proposed end product.

Award criteria 2 – Methodology (max points 50)

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

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

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

Since assessment of the tenders will be based on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In particular, the tender should adequately explore all possibilities mentioned in Part 1, 2. ("Objectives") and show a detailed understanding of all study tasks. 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 65 points.

5. Budget

The budget is a maximum of €260.000 excluding VAT (including fees, travel and all other costs).

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

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

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

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

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

- All bids that do not reach the stated technical sufficiency levels for each individual award criteria will not be considered for contract award.
- All bids that have passed the individual levels and score 65 or higher are deemed to be technically sufficient. Then the price is divided by the total number of points awarded to obtain the price-quality ratio. The award of the contract will be made in accordance with the lowest ratio.

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

7. Opening of tenders

The tenders received will be opened on **08/011/2010 at 10h30** in the Commission building at **Avenue de Beaulieu 5, B-1160 Brussels**.

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

8. Information for tenderers

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

ANNEX 1 - ADMINISTRATIVE INFORMATION FORM

Organisation or individual:

NAME:

ADDRESS:

HEADQUARTERS:

PERSON AUTHORISED TO SIGN CONTRACT:

Name and position:

PERSON FOR ROUTINE CONTACT:

Name and position:

Telephone and fax number:

Signature of Contractor

ANNEX 2 - 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/library/execution/financial_identification/fich_sign_ba_gb_en.pdf
(financial identification form)

ANNEX 4

DECLARATION ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTERESTS

Name of the organisation/individual:

Legal address:

Registration number:

VAT number:

Name of the signatory of this form:

Position:

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

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

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

In addition, the undersigned declares on their honour:

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

Full name:

Date

Signature:

ANNEX 5

Explanation – please read carefully before completing the financial capacity form

Simplified balance sheet and profit and loss account

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

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

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

Abbreviations t-1 and t0

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

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

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

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

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

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

Annex 5 FORM to be completed

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

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

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

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

Profit and loss

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

ANNEX 6



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

(Please fill in your address)

ACKNOWLEDGEMENT OF YOUR TENDER

Our reference: ENV.B.2/SER/2010/0059

Your reference:

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

We thank you for your interest.

MarketsTeam
SRD.2

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

ANNEX 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