



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
REGIONAL POLICY
Policy development
Urban Development, Territorial Cohesion

07.07.2010*005629
Brussels,
REGIO.C.2./MT D(2010) 6600213

Dear Sir/Madam,

Subject: Call for tenders by open procedure n° 2010.CE.16.0.AT.053 – “Testing the Reference Framework for Sustainable Cities (RFSC)”

1. I enclose the call for tenders relating to the above mentioned contract.
2. If you are interested in this contract, you should submit a tender in triplicate in one of the official languages of the European Union.
3. Bids must be submitted
 - a) either by post or by courier not later than **15/09/2010**, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the following address:

European Commission
Directorate-General for Regional Policy,
Urban development and territorial cohesion Unit,
For the attention of Mr Piskorz
CSM 1 – 4/161
B – 1049 Brussels

- b) or delivered by hand to the following address:

European Commission
Directorate-General for Regional Policy,
Urban development and territorial cohesion Unit,
For the attention of Mr Piskorz
CSM 1 – 4/161

Exact address :
avenue du Bourget, 1
B-1140 Brussels (Evere)
Belgium

not later than the end of working hours on **15/09/2010**. In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery. The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Commission holidays.

4. Tenders must be placed inside two sealed envelopes. The inner envelope, addressed to the department indicated in the invitation to tender, should be marked as follows: **"Invitation to tender n° 2010.CE.16.0.AT.053 - not to be opened by the internal mail department"**. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The inner envelope must also contain two sealed envelopes, one containing the technical specifications (on paper plus a CD or DVD with a copy of those documents in electronic format -word or pdf-) and the other the financial bid. Each of these envelopes must clearly indicate the content ("Technical" and "Financial").

5. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity and the draft contract are attached.
6. Tenders must be:
 - signed by the tenderer or his duly authorised representative;
 - perfectly legible so that there can be no doubt as to words and figures.
7. Period of validity of the tender, during which the tenderer may not modify the terms of his tender in any respect: 6 months from the date it was submitted.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.
9. Contacts between the contracting department and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

At the request of the tenderer, the contracting department may provide additional information solely for the purpose of clarifying the nature of the contract.

Any requests for additional information must be made in writing only to the attention of the Urban development and territorial cohesion Unit, Regio-Directeur-C@ec.europa.eu.

Requests for additional information received less than five working days before the closing date for submission of tenders will not be processed.

The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

Any additional information including that referred to above will be sent simultaneously to all tenderers who have requested the specification and will be published at the internet address below.

Tendering documents are available on the website of Directorate General for Regional Policy at the following address: http://ec.europa.eu/regional_policy/tender/tender_en.htm (including any additional information referred to above).

Potential tenderers are requested to regularly verify the internet website.

After the opening of tenders

If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting department may contact the tenderer provided the terms of the tender are not modified as a result.

10. This invitation to tender is in no way binding the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.

11. You will be informed whether or not your tender has been accepted.
12. If your offer includes subcontracting, it is recommended that contractual arrangements with subcontractors include mediation as a method of dispute resolution.
13. If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Unit REGIO.C.2., entity acting as Data Controller. Details concerning processing of your personal data are available on the privacy statement at the page http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.
14. You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation¹ may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the Commission.



Natalija Kazlauskienė
Director

¹ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 (OJ L 248 of 16.09.2002), as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006 (OJ L 390 of 30.12.2006)

Call for tenders by open procedure
CCI N°2010.CE.16.0.AT.053
in view of awarding a contract concerning one procurement

“Testing the Reference Framework for Sustainable Cities (RFSC)”

SPECIFICATIONS

1. TITLE OF THE CONTRACT

Testing the Reference Framework for Sustainable Cities (RFSC).

2. BACKGROUND OF THE CONTRACT

The European Commission, Directorate-General for Regional Policy (DG REGIO), aims to strengthen economic, social and territorial cohesion by reducing disparities between the levels of development of regions and countries of the European Union. Cities play a vital role in this context.

Europe's cities are its centres of economic activity, innovation and employment. Yet, they face a number of challenges: the trend to suburbanisation, the concentration of deprivation and unemployment in urban neighbourhoods, the ageing population, migration, environmental problems, increasing congestion, etc. Tackling these challenges and ensuring a sustainable urban development is a complex task. It requires integrated solutions that balance the economic, social and environmental aspects and that are tailored to local needs.

Promoting sustainable urban development is a key element of European cohesion policy seeking to exploit Europe's full economic, social and territorial potential. In the past, the URBAN Community Initiative has demonstrated the value of the integrated approach in around 200 cities across Europe. The current programming period of the Structural Funds is building on this positive experience and aims at spreading the concept across Europe. Member States and regions now have the possibility to program integrated development operations in all European cities.²

Furthermore, European ministers responsible for urban and spatial development agreed on common objectives and principles for the sustainable development of European cities and regions. With the Leipzig Charter on Sustainable European Cities³ and the Territorial Agenda of the European Union⁴ of 2007, they defined key fields of action and possible solutions to sustainability issues.

² Further information on the Union support for sustainable urban development can be found in the brochure “Promoting sustainable urban development in Europe – Achievements and opportunities”, DG REGIO, April 2009 (http://ec.europa.eu/regional_policy/sources/docgener/presenta/urban2009/urban2009_en.pdf).

³ Leipzig Charter on Sustainable European Cities, agreed on the occasion of the Informal Ministerial Meeting on Urban Development and Territorial Cohesion in Leipzig on 24/25 May 2007.

Building on a number of previous key documents on urban policy – in particular the Lille Action Programme⁵ of 2000, the Urban Acquis⁶ of 2004, and the Bristol Accord⁷ of 2005 – the Leipzig Charter defines two key objectives:

1. Integrated urban development should be applied throughout Europe.
2. Deprived urban neighbourhoods must receive more attention within an integrated urban development policy.

Ministers reinforced their commitment in 2008. With the Marseille Declaration⁸ they reconfirmed the Leipzig Charter objectives and put a special focus on climate change in recognition of its rising importance. Ministers were also convinced that a more pronounced dialogue was necessary on urban sustainability. Therefore they decided to have a practical tool created that would translate the common sustainability goals and the Leipzig Charter objectives into more practical terms. The aim was to help cities to apply the integrated approach and to facilitate the dialogue on sustainable urban development within and amongst cities, including urban actors and stakeholders at various levels and from different backgrounds, as well as the citizens. This was the starting point for the creation of a common European Reference Framework for Sustainable Cities (RFSC).

After a two year's development phase⁹, Ministers welcomed the presentation of the RFSC prototype at the Informal Ministerial Meeting on Urban Development in Toledo in June 2010. Ministers acknowledged the possible added value of the RFSC for the promotion of integrated and sustainable urban development policy approaches at local level and endorsed the continuation of the works. To ensure that the RFSC meets the needs of Europe's cities and the envisaged objectives Ministers decided to follow-up on the development phase of the RFSC with a testing phase and to have the RFSC prototype tested by a group of 50 to 70 cities.¹⁰

⁴ Territorial Agenda of the EU – Towards a more competitive and sustainable Europe of diverse regions, agreed on the occasion of the Informal Ministerial Meeting on Urban Development and Territorial Cohesion in Leipzig on 24/25 May 2007.

⁵ Lille Action Programme – A multi-annual programme of co-operation in urban affairs in the European Union, adopted at the Informal Meeting of Ministers dealing with urban affairs in Lille on 2 November 2000.

⁶ Urban Acquis, Conclusions of the Ministerial Meeting on Urban Policy 'Cities empower Europe' in Rotterdam on 30 November 2004.

⁷ Bristol Accord, Conclusions of the Ministerial Informal Meeting on Sustainable Communities in Europe in Bristol on 6 December 2005.

⁸ Final Declaration of the Ministers in charge of Urban Development, agreed at the Meeting on 'Sustainable and Cohesive Cities' in Marseille on 25 November 2008.

⁹ A general presentation of the RFSC project as well as a description of the development phase is given in the report "Reference Framework for Sustainable Cities – RFSC: Conclusions and recommendations by the MS/I working group". The report is available on the following website: www.rf sustainablecities.eu. However, tenderers' attention is called to the fact that the report serves only as background information and that the present specifications take precedence over the report in case of discrepancies.

¹⁰ Toledo Declaration of the Ministers in charge of Urban Development, agreed at the Informal Ministerial Meeting on Urban Development in Toledo on 22 June 2010.

The RFSC prototype is designed as an interactive web-tool that allows for multiple usages. A demo-version of the RFSC prototype is available on the following website: www.rfsustainablecities.eu.

3. GENERAL CONTEXT OF THE CONTRACT

Similar to the past development phase for the RFSC, the testing phase will be organised in a combined top-down and bottom-up approach in which the European Commission (DG REGIO), Member States and cities are working very closely together as equal partners. Yet, the role of cities will be reinforced and more pronounced during the testing phase.

The purpose of the testing phase is to ensure that the overall targets of the RFSC, which are described as follows, are effectively met:

- providing a generally accepted common framework for sustainable urban development and creating and promoting a common understanding about the benefits of integrated urban development policy approaches,
- providing practical instruments for cities (small, medium-sized, and large cities) that encourage and facilitate skills and capacity building to better manage urban development,
- providing a set of quality material and instruments (guiding tools and questionnaires, monitoring and evaluation instruments, indicators, good practice, etc.) that allow for communication within and between cities on the basis of a common format, but that can also be adapted to the cities' individual needs and priorities,
- encouraging the dialogue and exchange within and beyond Europe's cities on the implementation of integrated urban development approaches at city-level and facilitating the European dialogue on sustainable urban development policies at all levels.

The main tasks for the testing phase will therefore be to consolidate, test, evaluate, improve and finalise the prototype of the RFSC web-tool, as it was presented at the Informal Ministerial Meeting on Urban Development in Toledo in June 2010, in close cooperation between Member States, cities, and the European Commission, and to raise the awareness and the ownership for the RFSC amongst cities.

The testing phase will be carried out as a joint European project under the co-leadership of France, the respective Council Presidencies, European local authority networks and the Commission (DG REGIO).

The testing phase will be organised as follows:

- **Management team**, consisting of representatives from France, the Trio-Council Presidencies, European local authority networks, the Commission (DG REGIO), the technical expert who has elaborated the RFSC, **and the contractor**. The management team will be responsible for the overall organisation of the testing phase; the technical expert will be responsible for

the completion of the RFSC web-tool prototype ('Version 1') and for the amendment and improvement of the RFSC web-tool on the basis of the test results. The management team will generally meet bi-monthly.

- **Member States' and Institutions' working group (MS/I group)**, consisting of representatives from France, several Member States on a voluntary basis, the Trio-Council Presidencies, European local authority networks, the Commission (DG REGIO), and the technical expert who has elaborated the RFSC prototype. The MS/I group in its old configuration had helped to elaborate the RFSC prototype. For the testing phase, the MS/I group will be re-launched, possibly with some new members from Member States. It will consult on the follow-up of the testing phase, especially on the test results and the conclusions and recommendations for the improvement of the RFSC. The MS/I group will generally meet once or twice per semester.
- **National Support Groups (NSG)**, consisting of representatives from the national, regional and local level and from other stakeholders in the Member States. Member States will set up NSG or will use similar support structures to ensure the national communication and the dialogue on the RFSC.
- **LC-FACIL**, an URBACT II project consisting of six European cities¹¹, which contributed already to the elaboration of the RFSC prototype and which will perform a pre-test of the RFSC prototype before a larger group of 50 to 70 test cities will be involved in the test. The LC-FACIL cities will also participate in the test itself.
- **50 to 70 European test cities**, who will participate in the test of the RFSC prototype. The test cities will be selected by the Member States and will be approved by the Urban Development Group (see below).
- **External expert panel**, consisting of maximum ten external experts (for example academic experts, urban experts, representatives of the private sector, or planners). The external expert panel will be selected by the management team. Its main task will be to consult on concluding on the test and on making recommendations for the improvement of the RFSC. The panel will be supported by the technical expert. The members will participate in the launching event of the test and will meet at least once after the end of the test by cities.
- **Urban Development Group (UDG)**, consisting of representatives from the 27 Member States, the accession countries, neighbouring countries (Norway, Switzerland), the Commission (DG REGIO), the European Parliament (REGI Committee), the Committee of the Regions (CoR), the European Economic and Social Committee (EESC), the European Investment Bank (EIB), the European Environmental Agency (EEA), EUROCITIES, the Council of European Municipalities and Regions (CEMR), and from the private sector (Architect's Council of Europe – ACE, European Council of Town Planners – ECTP). The UDG will act as monitoring committee in

¹¹ More information on this project can be found on the following website: www.urbact.eu.

order to ensure the coherence of the RFSC with the overall intergovernmental process on urban development.

- **Steering committee**, consisting of representatives from France, the Trio-Council Presidencies, European local authority networks, the Commission (DG REGIO), and the URBACT Joint Technical Secretariat. The steering committee will ensure the link between the RFSC and the Urban Development Group (UDG).

4. PURPOSE OF THE CONTRACT

In order to support the testing phase, the European Commission is looking for technical assistance that would provide (1) assistance and services for the preparation and implementation of the test, e.g. through drafting questionnaires, information material, invitation letters, (2) the organisation of a launching event for the 50 to 70 test cities, experts and representatives from Member States, (3) the stand-by support for test cities during the main testing period, (4) the collection and analysis of the test cities' feedback as well as of the feedback from the Member States' National Support Groups, (5) assistance for the organisation of and consultation with the external expert panel on the conclusions of the test, (6) recommendations for the amendment and adaptation of the RFSC on the basis of the test results, (7) ongoing assistance to the Commission, and (8) a final report on the testing of the RFSC.

By ordering these services, the European Commission will provide an important part of its contribution to the joint European project of creating and testing the RFSC. Besides the Commission, Member States and cities will contribute to the creation and the test of the RFSC by various means (for example by providing expertise and knowledge, logistics, translations, cooperation at European level as well as within the Member States at various levels, information and dissemination). The various contributions will form complementary parts of the testing phase and will be coordinated by the multi-level management team, consisting of representatives from the European Commission, Member States and cities.¹²

5. SUBJECT AND SCOPE OF THE CONTRACT

The technical assistance will cover the main tasks as follows.

The working language for all tasks will be English. As some test cities might need assistance in communicating in English, the Commission will provide the contractor at the kick-off-meeting with a list of English speaking national contact persons who will help should language problems occur. Other languages may be used according to

¹² More information on the envisaged structure and conception of the testing phase can be found in the report "Reference Framework for Sustainable Cities – RFSC: Conclusions and recommendations by the MS/I working group" (see in particular the part on "Recommendations for the testing phase post June 2010"). The report is available on the following website: www.rfsustainablecities.eu. However, tenderers' attention is called to the fact that the report serves only as background information and that the present specifications take precedence over the report in case of discrepancies.

the contractor's language skills and in agreement with the respective test city or national contact person.

5.1. TASK 1 – TO PREPARE THE TEST

In order to prepare the test of the RFSC, the contractor will be requested to produce the necessary test material (deliverable 1) that will be delivered to the test cities, such as information material on the RFSC and the organisation of the test (guidance for the test cities) and a questionnaire (feedback form for the test cities). The questionnaire should take the previous works of the technical expert and the LC-FACIL project into account; the Commission will provide the contractor with the necessary contacts to liaise with the technical expert and the LC-FACIL lead partner.

The test and therewith the according test material should cover the different parts of the RFSC 'Version 1' (the completed prototype), especially the characterisation of the city, the questioning grids, the evaluation and monitoring tools including the indicators and the set of recommended key indicators, the visualisations, and the good practice examples. The test should be based on different user scenarios and different stages (for example when developing or reviewing a strategy, a policy or a project).

The test material should allow for an analysis of the experiences the test cities make while using the RFSC through structured feedback as well as through free reactions and comments. Feedback would be required in particular on the ergonomics and the content of the tool, its relevance for the management of cities as well as its user-friendliness and attractiveness. Overall, the test material should be designed in a way that allows for an in-depth analysis whether the overall targets of the RFSC as described above are effectively met as well as for conclusions and recommendations for the improvement of the RFSC.

The preparation of the test of the RFSC will start immediately after signing the contract. The Commission will provide the contractor with the latest version of the RFSC during the kick-off meeting (the final test version of the RFSC will be provided by the technical expert in due time before the start of the test), as well as with the contact details of the technical expert who will be responsible for the management of the RFSC web-tool.

The test material (deliverable 1) will be due two months after the signature of the contract. The material will be subject to consultation with the Commission before proceeding with the delivery to the Member States (for possible translation) and to the test cities as foreseen in task 2.

5.2. TASK 2 – TO ASSIST IN THE PREPARATION AND DELIVERY OF A LAUNCHING EVENT

The contractor will be requested to assist the Commission in organising a launching event for the test cities (maximum number of test cities: 70), the six LC-FACIL cities, representatives from Member States and the members of the external expert panel (maximum number of external experts: ten). In total, around 140 to 150 people are expected to attend this event.

The contractor will send the invitation letters for this event on behalf of the Commission to the participants. The Commission will provide the contractor with the list of participants and their contact details at the kick-off meeting. The contractor will be the main contact person for the participants for any questions they may have concerning the event organisation.

Facilities in Brussels for this event shall be organised by the Commission. The Commission will provide interpretation into the most relevant EU languages. The contractor will have to provide catering and will be responsible for the registration of participants. The contractor will provide the Commission with the confirmed list of participants at least two weeks in advance of the meeting. The Commission will provide the contractor with the necessary contacts concerning the organisation of the event.

The contractor will have to reimburse travel and subsistence expenses for one representative per test city and per LC-FACIL city as well as for the members of the external expert panel according to the standards applied by the Commission¹³ (the technical expert, Member States' and other representatives will participate on their own costs).

The launching event will mark the start of the test by the test cities. The contractor will be asked to assist the Commission and the management team before, during and after the conference, e.g. by contacting speakers and coordinating their contributions, by animating the event, by presenting the test material, by explaining how the test is structured and how the test cities are expected to carry out the test, by informing about the stand-by support for test cities from the contractor, and by taking the minutes.

In connection with the launching event, the contractor will be responsible to send the test material (deliverable 1) immediately after it has been approved by the Commission (see task 1) to the national contact points of the Member States and to all participants of the event.

The invitation letters for the launching event (deliverable 2) will be due one month after the signature of the contract. The letters will be subject to consultation with the Commission before proceeding with the delivery to the participants.

The launching event will be due three months after the signature of the contract.

5.3. TASK 3 – TO OFFER STAND-BY SUPPORT DURING THE TEST PHASE

During the main testing period, the contractor should be at the test cities', the LC-FACIL cities' and the national contact points' disposal if they need support or advice on how to test the RFSC. For example, the contractor should provide information and answers to questions by phone or mail or by offering on-site visits to the test cities or to National Support Group meetings. The aim is to accompany the test by the test cities as closely as possible in order to ensure the quality of the test results and to avoid misunderstandings. For questions concerning the web-tool and its different functions, the contractor will be able to refer to the technical expert. A close

¹³ Published on Inforegio.

cooperation and coordination between the contractor and the technical expert is therefore necessary during this phase.

In parallel to the test cities, the LC-FACIL cities will test the RFSC under the same conditions. If questions occur, the contractor should also be at their disposal.

The test by the test cities should start with the launching event three months after the signature of the contract. The test should last six months in order to give the cities the possibility to familiarise with the RFSC, to discuss it with the actors they want to involve, to try different scenarios, to exchange at national level or with other cities, and to prepare their feedback, which should be submitted to the contractor by the end of the actual test period.

The contractor should also ensure through on site-visits that all test cities will receive personal assistance. The on-site visits should be organised in the first half of the testing phase. The on-site visits should in principle be offered to all test cities. However, in suitable cases, the visits may be combined for several, but not more than five test cities (e.g. for the test cities in one country). In total, at least 40 on-site visits should be organised and documented. The contractor should inform the national contact persons about the on-site visits planned at least three weeks in advance.

The contractor should also ensure that the test cities and the national contact points receive feedback on possible questions in due time so that the test will not be delayed.

The technical expert will assist the contractor with any questions that are linked to the RFSC web-tool and its application.

The Member States (the national contact persons) will ensure that the test cities will cooperate with the contractor and send their feedback on the test within the given deadline. Therefore the contractor should contact the respective national contact person in case any problems should occur in the cooperation with test cities. However, in order to ensure the timely delivery of the overall test, a test city may be excluded from the test if it will definitely not be able to ensure proper cooperation and timely feedback in the necessary quality. Such measure is subject to consultation with the Commission before informing the test city and the Member State about the exclusion of the test city and about the reasons for this measure.

5.4. TASK 4 – TO COLLECT AND ANALYSE THE FEEDBACK FROM THE TEST

The contractor will be responsible for the collection and compilation of the feedback to the test from the test cities, the LC-FACIL cities and the Member States.

The feedback should be analysed, systemized, synthesised, and described in a first interim report (deliverable 3). This implies a critical assessment of the feedback. The description should be structured in a way that allows for conclusions and recommendations for the improvement of the RFSC as described in task 6.

The first interim report (deliverable 3) will be due nine months after the signature of the contract. The report will be subject to consultation with the Commission before proceeding with the consultation of experts as foreseen in task 5.

5.5. TASK 5 – TO CONSULT WITH AN EXPERT PANEL

In order to ensure the quality of the conclusions and recommendations that the contractor is supposed to provide for the improvement of the RFSC on the basis of the test results (see task 6), the contractor should consult with an expert panel of maximum ten external experts (for example academic experts, urban experts, representatives of the private sector, or planners). The Commission will provide the contractor with the list of the members of the expert panel in due time.

The expert panel should be consulted through at least one expert panel meeting (or workshop), to be organised by the contractor. Facilities in Brussels for this meeting shall be organised by the Commission. The contractor will be responsible to provide the external experts with the necessary information on the RFSC, the test material (deliverable 1) and the first interim report (deliverable 3) in due time before the meeting. The contractor will be asked to animate the meeting and to take the minutes.

The expert panel meeting will be due ten months after the signature of the contract in order to discuss the possible conclusions and recommendations for the RFSC on the basis of the analysed feedback from the test. The expert panel will be assisted by the technical expert.

The contractor will have to reimburse travel and subsistence expenses for the external experts according to the standards applied by the Commission¹⁴.

5.6. TASK 6 – TO CONCLUDE ON THE TEST AND TO MAKE RECOMMENDATIONS FOR THE IMPROVEMENT OF THE RFSC

On the basis of the test results and the consultation with the expert panel, the contractor will be asked to conclude on the test results and to make recommendations for the amendment and adaptation of the RFSC in order to improve it in view of its overall aims.

In addition, the contractor should propose a selection of at least five good test cases illustrating how the test was carried out in the respective test city and particularly the administrative and political involvement of the city.

The conclusions and recommendations as well as the selected test cases should be presented in the second interim report (deliverable 4).

The second interim report (deliverable 4) will be due ten months after the signature of the contract. The report will be subject to consultation with the Commission before proceeding with the submission to the MS/I group.

5.7. TASK 7 – TO PROVIDE ONGOING ASSISTANCE

The contractor should provide the Commission with ongoing assistance during the testing phase. This means technical assistance on an ongoing basis through e-mail and/or telephone calls.

¹⁴ Published on Inforegio.

This also includes the participation of the contractor in regular coordination meetings with the Commission (DG REGIO) and the management team (at least bi-monthly) and in maximum four MS/I group meetings. In these meetings, the contractor will form the interface to the test cities. In this function, the contractor will have to inform about the ongoing process with the test cities and will have to ensure the necessary coordination of his tasks with the overall process.

5.8. TASK 8 – TO ELABORATE A FINAL REPORT

The final report should present in a synthetic manner the results of tasks 1 to 6 and will serve as background information for the RFSC.

The final report should in particular provide the following elements:

- a short description of the overall structure of the test as well as the events and activities carried out (including the test material – deliverable 1),
- at least five good test cases illustrating how the test was carried out in the respective test city and particularly the administrative and political involvement of the city,
- the test results, i.e. the analysis of the feedback from test cities, LC-FACIL, Member States and their National Support Groups (based on the first interim report – deliverable 3),
- the conclusions and recommendations for the amendment and adaption of the RFSC according to the test results and in view of the overall aims of the RFSC (based on the second interim report – deliverable 4 and the results of the expert panel consultation).

The draft final report (deliverable 5) will be due twelve months after the signature of the contract. The report will be subject to consultation with the Commission before proceeding with the finalisation of the report.

The final report (deliverable 6) will be due 14 months after the signature of the contract. The report will be subject to consultation with the Commission before publication.

The final report (deliverable 6) will be published on an accessible website as background information on the RFSC.

6. METHODOLOGY

Each task will require a specific methodological approach, which the tenderers should explain in their tenders. The tenderers will clearly identify the methods they plan to use. The methodology will be refined and developed by the contractor in the light of the results of previous tasks.

7. DURATION OF THE CONTRACT

The duration of the tasks is **14 months** starting from the signature of the contract by the last contracting party.

8. MEETINGS, ACTIVITIES, EVENTS, REPORTS AND DELIVERABLES (TIMING AND PAYMENTS)

For the meetings¹⁵, events, reports and deliverables, the timing and related payments are specified as follows.

Timing T = signature of the contract	Activities/deliverables	Payments
T+1	Kick-off meeting with DG REGIO Coordination meeting with DG REGIO and the management team on the test material and the preparation of the launching event (including the invitation letters) Deliverable 2 (invitation letters) Send invitation letters to the participants of the launching event	
T+2	Coordination meeting with DG REGIO and the management team on the test material and the launching event Deliverable 1 (test material) Send test material to the Member States for translation and to the participants of the launching event	
T+3	Launching event	First interim payment (30 %)
T+3 to 8	Stand-by support for test cities, LC-FACIL and Member States	
T+5	Coordination meeting with DG REGIO and the management team on the ongoing test and the preparation of the expert panel	

¹⁵ The maximum four MS/I group meetings as described in task 7 are not included in the timing. The Commission will inform the contractor in due time in advance of these meetings about the exact date of the meetings.

T+7	Coordination meeting with DG REGIO and the management team on the ongoing test and the preparation of the expert panel	
T+8	Send invitations with information on RFSC and test material to the members of the expert panel	
T+8 to 9	Collection and analysis of the feedback from the test	
T+9	Coordination meeting with DG REGIO and the management team on the first interim report and the preparation of the expert panel meeting Deliverable 3 (first interim report) Send first interim report to the expert panel	
T+10	Expert panel meeting Coordination meeting with DG REGIO and the management team on the second interim report Deliverable 4 (second interim report)	Second interim payment (50 %)
T+11 to 12	Coordination meeting with DG REGIO and the management team on the draft final report Deliverable 5 (draft final report)	
T+ 13 to 14	Coordination meeting DG REGIO and the management team on the final report Deliverable 6 (final report)	Payment of the balance (20 %)

In order to ensure the quality and timeliness of the final version of the RFSC, the timing may be slightly adapted in case necessary contributions from other project partners (management team, Member States, test cities, technical and external experts) will be delayed. The Commission will inform the contractor about the necessary adaption at least one month in advance.

Each deliverable will be delivered to and examined by the Commission. The Commission may consult with the other project partners on the deliverables. The Commission may ask the contractor for additional information or changes in order to redirect the work according to the overall objectives if necessary. Deliverables must be accepted by the Commission.

The contractor will present each deliverable to the Commission as well as in the relevant meetings of the management team and the MS/I group. The contractor will also provide presentation material in English (PowerPoint or equivalent application compatible with MS Office) for subsequent use by the Commission or other partners of the project.

All deliverables must be submitted in English in an easily accessible style. The final report should not exceed 120 pages (excluding annexes) and shall contain an executive summary of no more than 3 pages. The Commission will provide details for the layout of the report.

A hard copy and an electronic version of all deliverables (including draft and interim versions) are required. For the final version of all documents three hard copies and an electronic version (three CD, Word format and PDF format or equivalent application compatible with MS Office) are required.

9. PLACE OF PERFORMANCE

The place of performance will be the contractor's premises apart from the meetings and events as well as possible on-site visits of the contractor during the main test period.

The launching event and the meeting(s) of the expert panel will take place in Brussels. Facilities in Brussels for these events shall be organised by the Commission.

Meetings of the management team will generally be held in Brussels or Paris. Meetings of the MS/I group will be held at premises in a Member State of the EU. The Commission will inform the contractor in due time in advance of the meetings on the meeting place.

10. ORGANISATION OF THE WORK

The work will be organised on the basis of a single contract with the Directorate-General for Regional Policy (DG REGIO).

Due to the need for very close cooperation and intense coordination with the Commission, the management team and the technical expert, effective planning and quality assurance of all deliverables is essential and this should be reflected in the work organisation and allocation of human resources. Tenderers should therefore identify the team to be involved, describing for each member of the team his/her skills and qualifications and quantifying the input of each member of the team in terms of days per task and explaining the distribution of tasks between the different team members.

Tenderers should also specify in their tenders the allocation of financial resources, especially concerning the reimbursement of travel and accommodation costs for city representatives and experts.

Within DG REGIO, the contract will be accompanied by unit C.2 – Urban development and territorial cohesion. If necessary, up to three additional meetings with DG REGIO could be arranged accordingly in order to review the progress of the work and to resolve any problems arising.

11. PARTICIPATION IN THE TENDERING PROCEDURE

The competition is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the European Union a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

The Multilateral Agreement on Government Procurement (GPA) concluded within the WTO applies and the contract is open to nationals of States that have ratified this Agreement, under the conditions provided for therein. The GPA does not cover all contracts awarded by the EU Institutions. Appendix I to the GPA sets out which contracts are covered. The full text of the GPA and its appendices can be found on http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

As a rule subcontracting is allowed.

Consortia of economic operators are authorised to tender or be candidates.

12. DOCUMENTATION FOR TENDERERS

Upon request, the Commission will provide tenderers with the documents mentioned in the present specifications (Regio-Directeur-C@ec.europa.eu).

General information on the RFSC as well as the RFSC prototype as presented at the Informal Ministerial Meeting on Urban Development in Toledo in June 2010 are available on the public section of the following website: www.rfsustainablecities.eu.

13. VISITS TO PREMISES OR BRIEFING

Not applicable.

14. VARIANTS

Not applicable.

15. VOLUME OF CONTRACT

The maximum total volume for the contract is EUR 400,000.00 (lump sum, including fees, travel expenses and other costs).

16. PRICE

The attention of the tenderer is drawn to the following points in relation to the price:

- The price quoted must be fixed and not subject to revision.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Union is exempt from all charges, taxes and dues,

including value added tax; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

- The price tendered must be all inclusive and expressed in euros, including for countries which are not part of the euro zone. For tenderers in countries which do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.
- The price quoted must include a separate estimate for travel and subsistence expenses. This estimate must be based on the standard Commission rules (published on Inforegio). It must include any travel necessary to meet the contracting authority, and represents, at all events, the maximum amount of travel and subsistence expenses payable for all services under the contract. These expenses must be included in the price quoted.
- The same principle applies to any specific expenditure incurred in the performance of the contract, such as the cost of translating reports into the languages indicated in the specification. These expenses must be included in the price quoted.
- Costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

17. TERMS OF PAYMENT

The contractor shall submit requests for all payment, expressed in euros, to the Commission.

Payments under the contract shall be made as follows:

1. **A first interim payment** equal to 30 % of the total amount within 30 days of the date on which a valid request for payment is registered following approval by the Commission of the test material (deliverable 1) and after the delivery of the assistance for the launching event as specified above.
2. **A second interim payment** equal to 50 % of the total amount within 30 days of the date on which a valid request for payment is registered following approval by the Commission of the second interim report (deliverable 4), after the delivery of the stand-by support during the main test phase, and after the delivery of the assistance for the expert panel as specified above.
3. **Payment of the balance** equal to 20 % of the total amount within 30 days of the date on which a valid request for payment is registered following approval by the Commission of the final report (deliverable 6).

18. CONTRACTUAL TERMS AND GUARANTEES

For contractual terms, see the attached draft contract.

Guarantees: Not applicable.

19. CRITERIA

Exclusion criteria

A. Exclusion from participation in the procedure:

Tenderers are excluded from participating in a procedure 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 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 authorities can justify;
- d) they have not fulfilled their 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 carried out;
- e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- f) they have, following another procurement procedure or grant award procedure financed by the European Union budget, been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Evidence:

1. Tenderers shall provide a **declaration* on their honour**, duly signed and dated, stating that they are not in one of the situations described above.
2. The tenderer to whom the contract is to be awarded shall provide, within 10 days preceding the signature of the contract, the evidence referred to in the

* The model declaration on honour published with this call covers all exclusion criteria.

following paragraph, confirming the declaration referred to in the previous paragraph.

3. The contracting authority will accept, as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in points a), b) or e), an extract from the judicial record or, failing that, an equivalent document issued by a judicial or administrative authority in the country of origin or provenance, showing that those requirements are satisfied.

The contracting authority will accept, as satisfactory evidence that the tenderer is not in one of the situations described in point d), a certificate issued by the competent authority of the Member State concerned.

Where no such document or certificate is issued by the country concerned and for other cases of exclusion referred to in cases c) and f) above, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his or her country of origin or provenance.

These documents or certificates must be valid on the closing date for receipt of tenders, and in any case, they must have been delivered less than 12 months before this closing date.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in points 1 and 3 above must relate to legal persons and natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

B. Exclusion from award of the contract:

No contract will be awarded to tenderers who, at the time when contracts are being awarded under this procedure:

- a. have a conflict of interest. The Commission must ensure that the tenderer does not, at the time of submitting a tender, have any conflict of interest in connection with this call for tenders, a conflict of interest possibly arising in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest. The Commission reserves the right to assess whether a conflict of interest exists.

To that end tenderers are asked to state whether their payroll, staff or shareholders include:

- any former European officials, contract staff, temporary staff or auxiliary staff who have worked for the European Union in the last three years preceding this call for tenders;
- any European officials on leave;

- any former agents on secondment within the European institutions having worked to the European Union during three years preceding this call for tender;
- any former trainees who have completed a placement at the EC during the year preceding this call for tenders.

Tenderers are also asked to declare:

- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
 - that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract;
 - that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest.
- b. have been guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or have failed to supply that information.

Evidence:

The contracting authority will accept, as satisfactory evidence that the tenderer is not in one of the situations described in points B. a) and b), a **declaration* on their honour** signed by the tenderer. However, the Commission reserves the right to verify the information.

C. Tenders submitted by consortia or groups of service providers – tenders involving subcontracting

Where the tender is submitted by a consortium or by a contractor intending to subcontract part of the work or have it performed by another economic operator, the exclusion criteria defined above have to be fulfilled by each economic operator involved in the tender.

Evidence:

In the case of tenders submitted by consortia or groups of service providers, every economic operator in the tender must provide a declaration on honour to prove that none of the exclusion criteria for participation or award of contracts applies to it.

* The model declaration on honour published with this call covers all exclusion criteria.

The tenderer to whom the contract is to be awarded shall provide, within 10 days preceding the signature of the contract, the evidence referred to above, confirming the declaration on honour for every economic operator part of the consortia or groups of service providers.

In the case of tenders involving subcontracting, the tenderer to whom the contract is to be awarded shall provide, within 10 days preceding the signature of the contract, the evidence referred to above for the exclusion criteria for participation or award of contracts, confirming the declaration on honour for every subcontractor for which the Commission will request it.

Selection criteria

Legal position – means of proof required

- a) Where the tenderer needs a specific authorisation or must be a member of a specific organisation in order to provide the services concerned in his country of origin, he must prove that he holds this authorisation or that he belongs to this organisation.
- b) The tenderer is required to furnish proof of his enrolment on the professional or trade register, or a sworn statement or certificate in accordance with the conditions laid down in the Member state in which he is established.

Economic and financial capacity – means of proof required

The tenderers must prove that they have the economic and financial capacity to carry out the tasks set out in the present specifications throughout the duration of the contract.

Proof of financial and economic standing must be provided by one or more of the following:

- bank declarations;
- balance sheets or summarised balance sheets;
- a statement of general turnover or turnover relating to the services in question, covering the last three financial years.

Technical capacity – means of proof required

Technical capacity will be assessed on the basis of expertise, knowledge, efficiency, experience and reliability in the following areas:

- theory and practice of urban development;
- knowledge of fundamental features of cohesion policy;
- drafting and presentation of analytical reports;

- communication and consulting experience;
- capacity to manage complex organisational structures and coordination processes;
- a good command of the English language.

Proof of the above may be furnished by means of:

- a) a description of the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services;
- b) a list of main services provided over the past three years, together with details of values, dates and public or private recipients involved;
- c) a statement of the tenderer's average annual manpower and the number of managerial staff of the service provider or contractor over the past three years;
- d) a description of the technical equipment, office-automation and computer equipment available to the tenderer for performing the services;
- e) the proportion of the contract which the tenderer may intend to subcontract.

Award criteria

The contract will be awarded to the tender that is **most economically advantageous**. This will be determined in the light of the price and the quality of the tender. The successful tender will be the one providing a high level of quality (for which it will be given a mark) with the lowest ratio of total cost to the quality mark achieved. Tenders with a mark below 50 % of available quality points will not be considered.

The quality of the tender will be assessed as a function of the following criteria:

- Demonstration of an understanding of the objectives and tasks (20 %)
- Appropriateness of the methodology proposed (20 %)
- Quality of work organisation (30 %)
- Quality and planning of financial and human resources (30 %).

20. TENDERS

General comments

Tenderers must include in their replies

- all the information and documentation needed to enable the contracting authority to appraise tenderers/tenders on the basis of the exclusion, selection and award criteria;
- the price;
- any other information and documentation required in the tendering documents.

Tenders may be written in any of the official EU languages.

Tenders from the consortia of companies or groups of service providers must specify the role, qualifications and experience of each member or group, and submit all the applicable documents required in the tendering documents.

The previous provisions also apply to any subcontractors that may be involved in the tender.

In case of tenders involving subcontractors, a letter of intent must be supplied by each subcontractor stating its unambiguous undertaking to collaborate with the tenderer if he wins the contract and the extent of the resources that it will put at the tenderer disposal for the performance of the contract.

21. OPENING OF TENDERS

Tenders will be opened on **22 September 2010** at 10.00 o'clock a.m. at CSM 1 – 09/22, Directorate-General for Regional Policy, Rue Père de Deken 23, B-1040 Brussels. Tenderers may be present at the opening of tenders. Each tenderer may take part or send a representative.

Annex to the tender specifications:

Draft service contract

