



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

Brussels,  
REGIO.C.2./MH D(2011) 763278

Dear Sir/Madam,

**Subject: Call for tenders by open procedure n° 2011.CE.16.0.AT.033 - Study on Sustainable Regeneration in Suburbs - promoting social integration in deprived neighbourhoods through housing interventions by the European Regional Development Fund (ERDF)**

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 **29/08/2011**, 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 **29/08/2011**. 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° 2011.CE.16.0.AT.033 - 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](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 Mr Wladyslaw Piskorz, Head of Urban Development, Territorial Cohesion Unit, Directorate General for Regional Policy, [regio-urban-territorial@ec.europa.eu](mailto:regio-urban-territorial@ec.europa.eu).

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](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 Regulation<sup>1</sup> 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.



Veronica Gaffey  
Authorising Officer

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<sup>1</sup> 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)

## **SPECIFICATIONS**

### **1. TITLE OF THE CONTRACT**

Study on Sustainable Regeneration in Suburbs - promoting social integration in deprived neighbourhoods through housing interventions by the European Regional Development Fund (ERDF).

### **2. GENERAL CONTEXT**

European cities are centres of economic activity, innovation, employment and growth, areas in which the European Union has ambitious objectives. However, they face a number of structural and long term challenges in particular related to the concentration of deprivation and unemployment in urban neighbourhoods, migration, environmental problems, increasing congestion, ageing population, energy, and climate change. The multiplicity of challenges calls for coordinated and sustainable solutions involving different sectors of society, balancing the economic, social and environmental aspects.

The 2007 Leipzig Charter<sup>2</sup> on Sustainable European Cities is a key reference document used for urban development policies. The principles of integrated, sustainable urban development as defined in the Charter are shared by all the EU Member States. In 2010 the EU Ministers for Housing and Urban Development confirmed the close link between urban and housing policies of the Member States on the one hand and the EU policies on social and territorial cohesion on the other.

The related Toledo Declaration<sup>3</sup> stresses the importance of integrated and sustainable urban regeneration in order to advance towards smarter, more sustainable and socially inclusive urban development set out in the Europe 2020 strategy, highlighting the need to deploy these principles in the built environment of the cities.

Although there is no legal basis for urban policy in the treaties establishing the European Union, the EU has a long tradition of being active in the field of urban development and regeneration. The integrated and sustainable development approach is also in the centre of the urban dimension of European cohesion policy which has a major role in supporting cities. In the urban development context and under specific circumstances in support of social cohesion the ERDF co-finances investments also in housing.

Whilst housing is not a direct competence of the EU, a range of EU policies, initiatives and decisions have impact on this sector, such as those regarding internal market, environment, energy, state aid, or social and territorial policies.

### **3. SPECIFIC CONTEXT OF THE CONTRACT**

This contract is for a study on housing interventions promoting social integration and sustainability in highly populated deprived neighbourhoods. The initiative for the study

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<sup>2</sup> The Leipzig Charter on Sustainable European Cities, 2007  
[http://ec.europa.eu/regional\\_policy/themes/urban/leipzig\\_charter.pdf](http://ec.europa.eu/regional_policy/themes/urban/leipzig_charter.pdf)

<sup>3</sup> The Toledo Declaration of 2010 on addressing the current urban challenges and implementing the Europe 2020 Strategy  
[http://ec.europa.eu/regional\\_policy/newsroom/pdf/201006\\_toledo\\_declaration\\_en.pdf](http://ec.europa.eu/regional_policy/newsroom/pdf/201006_toledo_declaration_en.pdf)

has been taken by the European Parliament. The context is the cohesion policy regulation and programmes for 2007-2013 funding period, in particular the ERDF.

Main ERDF tools and initiatives to be taken into account for the study:

- The regional and national programmes<sup>4</sup> co-financed by the ERDF in which the urban dimension is integrated;
- URBACT II programme<sup>5</sup> facilitating exchange of best practice and networking between city authorities, urban planners and other local experts;
- JESSICA<sup>6</sup> (Joint European Support for Sustainable Investment in City Areas), a new initiative of the European Commission in cooperation with the European Investment Bank and the Council of Europe Development Bank. It promotes financial engineering for sustainable investment, economic growth and employment in urban areas.

The relevant legal framework for the urban regeneration actions include Articles 7.2 and 8 of the ERDF Regulation 1080/2006<sup>7</sup> and Article 44 of the General Regulation 1083/2006<sup>8</sup>:

Article 7.2 of Regulation 1080/2006 on the eligibility of housing investments was originally limited to the Member States that acceded to the EU on 1 May 2004 or

after. Its scope has been extended twice: in 2009<sup>9</sup> to include investments on energy efficiency and renewable energies in residential buildings in all Member States, and in 2010 to include housing interventions in favour of marginalised communities<sup>10</sup> as part of a broader development scheme, also in all Member States. The broader scheme refers to wider links of the investment involving social services, public spaces, culture, education, transport infrastructure, or economic activities of the area.

Article 8 provides the scope for ERDF urban development, including the participative, integrated and sustainable strategies to tackle the high concentration of economic, environmental and social problems affecting urban areas. Under the sustainable urban development provisions, where urban development is implemented as a specific operational programme or priority axis within an operational programme, the possibility

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<sup>4</sup> [http://ec.europa.eu/regional\\_policy/themes/urban/index\\_en.htm](http://ec.europa.eu/regional_policy/themes/urban/index_en.htm)  
[http://ec.europa.eu/regional\\_policy/country/prordn/index\\_en.cfm](http://ec.europa.eu/regional_policy/country/prordn/index_en.cfm)

<sup>5</sup> <http://urbact.eu/>

<sup>6</sup> Joint European Support for Sustainable Investment in City Areas  
[http://ec.europa.eu/regional\\_policy/funds/2007/jji/jessica\\_en.htm](http://ec.europa.eu/regional_policy/funds/2007/jji/jessica_en.htm)

<sup>7</sup> ERDF Regulation (EC) No. 1080/2006 of 5 July 2006  
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:210:0001:0001:EN:PDF>

<sup>8</sup> Council Regulation (EC) No 1083/2006  
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:210:0025:0078:EN:PDF>

<sup>9</sup> Regulation (EC) No 397/2009 amending Regulation (EC) No 1080/2006 on the European Regional Development Fund as regards the eligibility of energy efficiency and renewable energy investments in housing, up to 4% of the national ERDF allocation  
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:126:0003:0004:EN:PDF>

<sup>10</sup> ERDF Regulation (EU) 437/2010 amending Regulation 1080/2006 by on the Regional Development Fund as regards the eligibility of housing interventions in favour of marginalised communities  
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:132:0001:0002:EN:PDF>  
COCOF Guidance Note 10/0024/01 final 28.1.2011

to cross-finance European Social Fund (ESF)-type actions is possible up to 15 % of the operational programme or priority axis concerned.

Article 44 of Regulation 1083/2006 provides a framework for ERDF investments in financial engineering instruments, for example urban development funds and other incentive schemes, and recycling of financial resources to enhance investments in urban areas. In the context of the European Economic Recovery Plan, article 44 was modified in 2010<sup>11</sup> in order to stimulate spending on energy efficiency and the use of renewable energy in buildings, including existing housing.

#### **4. SCOPE AND OBJECTIVES**

The study will focus on the cohesion policy contribution to sustainable urban regeneration through ERDF support for housing in 2007-2013 programming period<sup>12</sup>. The study will consist of desk research, literature review and selected 10 case studies from several Member States.

The fundamental questions to be answered are:

1. To what extent is there evidence of ERDF housing investments contributing to integrated sustainable urban regeneration of the target areas, i.e. highly populated deprived neighbourhoods?
2. What are the main challenges encountered in the preparation and implementation of these regeneration projects?
3. What lessons could be learned from the current ERDF regulation framework regarding housing interventions and its practical implementation?

The study is also expected to:

1. present practical experience of selected cases as well as good practice examples and innovative approaches identified;
2. provide insight into the diversity of governance arrangements related to housing policy, analysing the division of competences between various levels (EU, national, local).

The study will be used by the European Commission as a reference document for future cohesion policy and will be disseminated and used as supporting material for communication purposes across the EU. It may also be used as guidance to Member States, regions, cities and other stakeholders for future urban regeneration projects.

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<sup>11</sup> Regulation (EU) No 539/2010 of 16 June 2010 amending Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund as regards simplification of certain requirements and as regards certain provisions relating to financial management  
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:158:0001:0006:EN:PDF>

<sup>12</sup> In line with the EP proposal, the study will focus on social integration in deprived neighbourhoods in suburbs.

## **5. TASKS**

A work plan and adapted study specific methodology<sup>13</sup>, a preliminary proposal<sup>14</sup> for the case studies and a first summary of literature review should be provided with the tender.

**The contractor should carry out the following set of tasks:**

### **Task 1 – Literature review**

The contractor should further develop the literature review presented in the tender and take stock of main relevant literature, political documents (EU, intergovernmental, national), studies, EU regulations, guidelines, decisions and recommendations having direct impact on housing, as well as those under the national or regional competence. The study should present an overview of the competences between the different levels (EU, national, regional, local) in housing, and provide insight into past experience of the policies which aimed at promoting social integration in urban neighbourhoods through housing interventions, including marginalised communities.

The literature review should draw up some key features for the theoretical approach to be used for the rest of the study.

The results of the literature review will be presented in the 1<sup>st</sup> Interim Report (deliverable 2).

### **Task 2 - Case study selection and clarification of methodology**

In the tender the contractor should provide a substantiated list of 10 cases. A detailed methodology and criteria are laid out in section 6. In addition the contractor should propose at least three additional cases as possible alternatives.

In the kick-off meeting with the Regional Policy Directorate-General of the European Commission and the Steering Committee, the contractor should clarify the proposed methodology and work plan, justify the proposed list of 10 case studies and present the suggested organisation of the work.

The case studies have to focus on integrated, sustainable housing interventions co-financed by the ERDF in the programming period 2007-2013. For the benefit of the study it is important that the final list of case studies will cover concrete actions which have already been successfully implemented or are well under way. Cases should be considered from the Czech Republic, Estonia, Greece, Hungary, Latvia, Lithuania, Poland, France, Italy and the United Kingdom. Proposal for cases from other Member States will be considered in agreement with the Commission.

The Commission will make the final decision on the ten case studies to be carried out.

The kick-off meeting will be followed by an Inception Report (deliverable 1) summarising its outcomes in terms of methodology, work plan and choice of cases.

### **Task 3 – Case studies**

The contractor should carry out 10 case studies covering a representative set of examples of ERDF housing interventions in urban deprived areas, selected in Task 2. Each case should be analysed and described in detail following the agreed methodology referred to

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<sup>13</sup> The tenderers should provide detailed methodology in line with requirements under section 6.

<sup>14</sup> Cases for preliminary proposal should be identified on the basis of tenderers' knowledge, preference, first analysis of literature and available project documentation.

under section 6 and presented in the report. One page summary of the case studies should be provided and information on the case studies integrated in the report also as tables, graphic, diagrams, etc.

Initial fiches of case studies will be part of the 1<sup>st</sup> Interim Report (deliverable 2). Elaborated case studies will be presented in the 2<sup>nd</sup> Interim Report (deliverable 3).

#### **Task 4 – Synthesis report**

The contractor will submit one comprehensive final report.

For this report the contractor should synthesise and summarise the main findings from the desk research, the literature review and the case studies. The report shall contain good practice, policy recommendations and a summary of policy conclusions, in line with sections 4 and 8.

### **6. METHODOLOGY**

The tenderers should identify and explain in their tenders the methodology planned for each task.

For the case studies the methodology shall be based on the case study manual<sup>15</sup>, adapted to the objectives and needs of the study and building on this section. The methodology will be refined by the contractor in close cooperation with the Steering Committee and be validated by DG Regional Policy.

6.1 The study will involve desk research, interviews, on-site visits and meetings with DG Regional Policy in Brussels, the managing authorities responsible for the relevant ERDF programmes in the countries concerned, and with the regional and local authorities and other stakeholders. The Commission reserves itself the right to participate at its own cost in selected visits and meetings.

6.2 The tenderer should carry out 10 case studies (selected in Task 2).

A selected case should provide evidence for a meaningful analysis regarding

- social inclusion
- sustainability
- improved energy efficiency
- affordability of housing
- quality of housing, including adaptation to climate change
- spatial desegregation of marginalised communities
- diversity of housing type
- mixed use development
- integration with other sectors and wider strategies
- innovative approaches which have led to better results in the above-mentioned areas.

On this basis the cases proposed for the final list should respect the following criteria:

- coverage of the different types of housing interventions eligible under ERDF Art. 7 in urban neighbourhoods;

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<sup>15</sup> European Union, Regional Policy, "Analysing ERDF co-financed innovative projects"

- geographical balance as outlined in section 5, task 1;
- coverage of cases representing different forms of partnership, eg. involving authorities and bodies at different administrative levels, across administrative borders, private partners, economic and social partners, NGOs and citizens;
- to the extent appropriate,
  - inclusion of cases for which data is best available to answer the questions posed by the study
  - inclusion of cases whose analysis is likely to generate interesting results.

### 6.3 The case studies should draw on evidence through

- interviews with key participants in the programming process (managing authorities, programme managers, national and local authorities, project designers, applicants, final beneficiaries, evaluators), academics and representatives of the local press and media;
- interviews with other relevant stakeholders;
- desk research using available secondary data (relevant programming documents, project decisions, project reports, monitoring data, websites, etc.);
- other sources and approaches as appropriate, to be proposed in the tender documentation.

6.4 Analysis across the case studies should shed light on the findings from the literature review and provide evidence based answers to the main questions of the study.

6.5 The case study should "tell the story" of the theme for the target area analysed. Context dependent information and interrelationships between the various aspects should be analysed in detail in order to learn how the policy is implemented and works in practice in the particular territory being examined.

Each case study should cover the following issues, and the tenderer should adapt the case study manual accordingly:

#### *Integrated approach*

A key focus should be on the integrated approach, i.e. combining elements such as cross-sectoral coordination of actions, strong horizontal partnerships, increased local responsibilities and the concentration of funding on selected target areas. This means bringing together the economic, social and environmental aspects of sustainable urban regeneration in a coordinated way. The concept is supported also by the possibility to combine ERDF-type measures with ESF-type measures, either through the mobilisation of both funds or through the use of the so-called cross-financing mechanism (Article 8 of the ERDF Regulation).

How successful has the integrated approach been? To what extent has there been a genuine synergy between measures? What are the factors underlying success in this area? The questions involve identification of:

- successful examples of integrated urban regeneration approaches linking housing with social sustainability in particular, actions to improve urban environment, different types of accompanying measures, and of wider integration;
- examples of innovative approaches which have contributed to better implementation and results of the project;

- positive outcomes of the integrated approach applied;
- training organised for the first time owners/tenants in particular as part of the project for better integration and to build capacity for housing maintenance and management.

### *Governance*

Good governance in managing urban regeneration actions requires long term strategic planning, goal oriented planning at city level, appropriate budget management, and effective implementation, monitoring and evaluation. Moreover, the Structural Funds Regulations include provisions for the involvement of partnership in the preparation, implementation, monitoring and evaluation of the Operational Programmes.

How efficient and supportive was the governance environment of the housing intervention? What are the critical elements to ensure successful delivery of an integrated housing project? The case study should describe:

- the governance system applied, including partnerships;
- examples of cooperation and coordination models which supported particularly well the integrated nature of the project;
- monitoring and evaluation models used;
- and provide information to what extent the operations are placed in a wider land use planning framework, or strategic planning for improved energy efficiency, in favour of the marginalised communities or groups with special needs.

### *Participative approach*

Were the owners/tenants involved in the regeneration action and how ? In which ways were they involved in housing maintenance and management ? Which participative approaches demonstrated positive impact on the quality and results of the action ? The study should identify:

- different participative approaches, including involvement in the re-designing process, participation in the housing maintenance and management;
- any innovative solutions which have proved useful for reaching the objectives of the project.

### *Financing schemes*

Which financing schemes were successful and well placed for the housing projects? What was the role of the financing scheme applied for the quality and sustainable results of the project ? The study should identify:

- the different financing schemes, their qualities and suitability for integrated housing projects and the parties involved, as well as successful examples thereof;
- mix of instruments used in the schemes (ERDF grants, revolving funds, national co-financing, loans, tax benefits, public-private partnerships, etc.) and the role and importance of ERDF co-financing and JESSICA as part of the mix;
- examples of innovative solutions and whether they have improved the implementation and results of the housing project.

### *Affordability*

- How did the project planning and the financing schemes applied take into account the affordability of the project to owners and tenants, including marginalised communities, groups with special needs and low income groups?
- What was the role of ERDF and other financing sources in terms of promoting affordability?
- To what extent did the foreseen savings have a role, for example reduction of costs following improved energy efficiency ? The study should identify savings achieved.

### *Quality and sustainability*

To what extent has the regeneration action accomplished better quality, sustainability and energy efficiency in housing ? What are the critical components in order to achieve these results ? The study should provide information to what extent the analysed interventions have ensured sufficient:

- quality in engineering and construction (including design, materials and technical solutions), energy efficiency, higher use of renewable sources of energy, as well as safety standards and adaptation to climate change (including anti-seismic measures, protection for damage caused by severe weather such as floods, droughts, powerful storms, heat waves, etc.) in buildings;
- better adapted housing and balanced offer of housing type for the different needs, including for the elderly, the disabled, and low income groups.

What was the role of the different levels of government and legislation (EU, national, regional, local) for the quality and sustainability of results achieved in the selected cases?

6.6 The good practice examples presented in the final report should represent successful integrated sustainable housing interventions. They should also demonstrate positive outcomes in areas listed under point 6.2.

## **7. DURATION OF THE CONTRACT**

The duration of the tasks is **12 months** starting from the signature of the contract by the last contracting party.

## **8. TIME SCHEDULE AND DELIVERABLES**

For the meetings, events, reports and deliverables, the timing and related payments are specified as follows:

<b>Timing</b>	<b>Activities/Outputs</b>	<b>Payments</b>
Within 1 month of the signature of the contract	Kick-off meeting with the Steering Committee: validation of the methodology, work plan and case studies.  Deliverable 1: Inception report with detailed methodology, work plan and a list of case studies.	1 <sup>st</sup> Interim payment (30%)
Within 3 months of the signature of the contract	Deliverable 2: First Interim Report containing results of the desk research and the literature review, and initial fiches for the case studies.  Meeting with the Steering Committee to present the report.	
Within 7 months of the signature of the contract	Deliverable 3: 2 <sup>nd</sup> Interim Report with the elaborated case studies.  Meeting with the Steering Committee to present the report.	2 <sup>nd</sup> Interim payment (40%)
Within 9 months of the signature of the contract	Deliverable 4: Draft Synthesis Report and presentation of materials.  Meeting with the Steering Committee.	
No later than 11 months of the signature of the contract	Deliverable 5: Final Synthesis Report and presentation of materials.	Payment of the balance (30%)
Timing to be agreed separately	Deliverable 6: Presentation of the results of the study	

### **Deliverables**

The deliverables of the study will be:

- **Deliverable 1: Inception report**  
Deadline: within one month after the signature of the contract.
- **Deliverable 2: 1<sup>st</sup> Interim report**  
Deadline: within three months after the signature of the contract.
- **Deliverable 3: 2<sup>nd</sup> Interim Report**  
Deadline: within seven months after the signature of the contract.
- **Deliverable 4: Draft Synthesis Report**  
Deadline: within nine months after the signature of the contract.
- **Deliverable 5: Final Synthesis Report**  
Deadline: within eleven months after the signature of the contract.
- **Deliverable 6: One presentation** of the results to the Commission services at a meeting in Brussels.  
Deadline: the date for presentation will be agreed during the course of the contract.

Each deliverable will be delivered to and examined by DG Regional Policy, and submitted and presented by the contractor to the steering group (Steering Committee). DG Regional Policy 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 DG Regional Policy.

The reports should be submitted in English in an easily accessible style. The individual illustrated reports on cases should follow the guidance of case study manual referred to under section 6. The synthesis report should not exceed 60 pages (excluding annexes) and shall contain an executive summary of no more than 3 pages in English, French and German languages. The executive summaries must be written in a journalist style, which allows the Commission to use them for communication purposes.

The contractor will also provide presentation material in English (PowerPoint or equivalent application compatible with MS Office and handouts or leaflets summarising results of the study) for meetings and for subsequent use by the Commission. 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. The Commission will provide details for the layout of the report.

## **9. PLACE OF PERFORMANCE**

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

The Steering Committee meetings in Brussels will take place in the premises of the European Commission, DG Regional Policy.

## **10. ORGANISATION OF THE WORK**

The tenderer should 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 the Directorate-General for Regional Policy, the contract will be managed by unit C.2 – Urban development and territorial cohesion. The Directorate-General for Regional Policy will establish a steering group. The contractor will provide documentation for and attend four meetings of the steering group. It is anticipated that the meetings will take place in order to discuss the inception report, the interim reports and the final report.

There will be 3 external experts who follow-up the work, will provide additional expert input and peer review the study (written comments on major deliverables and oral comments in meetings). The experts of the field concerned by the study will be determined in close cooperation between the contractor and the Directorate-General for Regional Policy. The contractor should include in his tender the cost of 3 experts conducting peer review and attending four meetings specified in section 8 in Brussels in the course of the study.

Up to three additional meetings with DG Regional Policy could be arranged 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](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**

Not applicable.

#### **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 500.000 (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 approval by the Commission of the Inception Report (deliverable 1).
2. **A second interim payment** equal to 40 % 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 3).
3. **Payment of the balance** 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 Final Report (deliverable 5).

## 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 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.

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

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 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.

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

### **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 in the European Union;
- knowledge of European cohesion policy;
- solid expertise in evaluation and technical analysis of projects, industrial/sectoral analysis and in analysing social and economic benefits;
- drafting and presentation of analytical reports;
- experience and capacity in managing multidisciplinary teams, proving the tenderer's capacity to mobilise/coordinate teams with well balanced composition of relevant fields and appropriate level of qualifications;
- linguistic capacity to cover the literature review and countries benefiting from the European cohesion policy, in particular excellent communication and drafting skills in English and ability to read and communicate in languages of the countries covered by the case studies. Therefore, tenderers must demonstrate their ability to mobilise teams having such linguistic capacity to cover the specific contract/orders' linguistic requirements, at any time, in the beneficiary countries. This could be done for example, by means of proven experience with projects successfully implemented across Member States and involving similar challenges, or of having a pool of experts having good knowledge of all the languages concerned by the tender;

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 of the Specifications (30 %)
- Appropriateness and quality of the methodology proposed for the achievement of the objectives and execution of the tasks (40 %)
- Quality of work organisation and planning of 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 **06/09/2011** at **10.30** o'clock a.m. at CSM1 04/123 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