TENDER SPECIFICATIONS

ATTACHED TO THE INVITATION TO TENDER

EACI/ECO/2013/001 for a service contract relating to:

"Analysing and reporting on results achieved by CIP Eco-innovation market replication projects"

Open procedure

Closing date: 27/01/2014

Specifications No. EACI/ECO/2013/001
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1 INTRODUCTION

The Executive Agency for Competitiveness and Innovation (henceforth "EACI"), acting under powers delegated by the European Commission, is launching this invitation to tender for services with a view to concluding a contract with a service provider (or consortium) for **Analysing and reporting on results achieved by CIP Eco-innovation market replication projects** which will last for a period of 15 months. Geographically, the services to be delivered will cover the EU Member States, the EEA Member States (Norway, Iceland and Liechtenstein) as well as Albania, Croatia, the Former Yugoslav Republic of Macedonia, Montenegro, Israel, Serbia, and Turkey (37 countries).

2 BACKGROUND INFORMATION AND CONTEXT

2.1 Supporting Eco-innovation to bridge the gap between research and the market

With 3.4 million jobs in eco-industries and a growing demand for environmental products and services, Europe has the potential to meet the environmental challenges of the future. The EU's Eco-innovation initiative was set up to tap this potential to the fullest by giving clever ideas and new environmentally-friendly solutions a chance to reach an EU-wide market. Eco-innovation boosts economic growth whilst protecting the environment.

The Eco-innovation initiative (full official name: CIP Eco-innovation First Application and Market Replication Initiative) bridges the gap between research and the market. It helps good ideas for innovative products, services and processes that protect the environment become fully-fledged commercial prospects, ready for use by business and industry. In doing so the initiative not only helps the EU meet its environmental objectives but also boosts economic growth.

Launched in 2008, the Eco-innovation initiative is part of the EU's Entrepreneurship and Innovation Programme (EIP), set up to support innovation among SMEs and to improve their competitiveness. It is included in the EIP's annual work programmes.

The EIP is part of the wider Competitiveness and Innovation Framework Programme (CIP) aimed at encouraging the competitiveness of European companies, in particular SMEs.

The Eco-innovation initiative is one of the measures designed to implement the EU's Eco-Innovation Action Plan (Eco AP).

Eco-innovation is about reducing our environmental impact and making better use of resources. This means developing products, techniques, services and processes that reduce CO₂ emissions, use resources efficiently, promote recycling and so on. This initiative is articulated along five main strands:

- Materials and process recycling;

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• Buildings;
• The food and drink sector;
• Water
• Greening business (including green procurement).

Each of these strands is further specified with sub-priorities that are revised each year both to reflect the evolving policy priorities and based on the outcome of previous calls.

Eco-innovation projects are not research projects. The ideas must be already demonstrated and developed, feasible and also viable in the long-term – but they need to still have a certain risk- to qualify for funding. In addition, in order to maximise the impact of eco-innovation and make every euro spent go as far as possible, the best Eco-innovation projects are considered those that can be widely replicated across the EU. Additionally, Eco-innovation is not a promotional or marketing programme. Eco-innovation projects should go beyond pure commercialisation of products, dissemination and show-casing.

2.2 Managing the initiative

The Executive Agency for Competitiveness and Innovation (EACI) manages the eco-innovation initiative on a daily basis on behalf of the European Commission in close cooperation with the Environment Directorate-General.

Funding is made available in form of co-financing grants, with a maximum co-funding share of 50% of total eligible costs; between 2008 and 2013 nearly €200 million are available to fund projects under the eco-innovation initiative. The average volume of eco-innovation grants is in the neighbourhood of 800,000 €, with a broad variability and with a range between 200,000 € and 1,200,000 €.

Eco-innovation projects are selected on the basis of five award criteria:

1. Relevance of the actions proposed in view of the objectives established in the Call: Innovation and environment. This award criterion is aimed to select actions that are most relevant and support best the above mentioned policy objectives and priorities. It includes an assessment of the innovative character of the project and of its environmental benefits. It has the following subcriteria:
   a. Importance of the action in relation to EU policies and priorities, targets and legislation and in relation to this Call for Proposals.
   b. The extent to which the proposed solutions are innovative and/or technical advancement of the proposed solution, clearly beyond the prototype stage.

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3 http://ec.europa.eu/eaci/

4 In the call 2008 the maximum co-financing rate was dependent on the classification of beneficiaries: 40% for large, 50% for medium and 60% for small enterprises.

5 Please note that those following are the award criteria to select projects funded under the Eco-innovation First Application and Market Replication initiative; not to be confused with the award criteria of the present call for tender!
c. Clear and substantial environmental benefits including resource efficiency and the appropriateness of targets and performance indicators (ambition and credibility).

d. Considering and clearly involving and supporting the main target group of SMEs.

2. **Quality of the proposed actions:** This award criterion is aimed to assess the soundness and coherence of the project from the technical and project management perspective and concerning the chosen methodology. It has the following subcriteria:

   a. Structure, clarity, consistency and suitability of the proposed approach (definition of work packages, schedule and deliverables) to achieve the expected results.

   b. Composition, balance of skills and responsibilities of the team and its members.

   c. Project management structure, work plan, co-ordination and project team communications.

3. **Impact on target audience, replication and impact on the market.** This award criterion is aimed to select actions with a high factor of replication, able to create or enlarge markets. Project proposals should provide a clear and realistic assessment of the market for the eco-innovative solutions. It has the following subcriteria:

   a. Replication factor of the solution (to be applied or reproduced by proposer or by other companies or in other countries), to be realised during the project and its potential for short- and medium-term replication.

   b. Appropriateness of the market assessment and of the approach to remove the identified market barriers to the eco-innovative solution.

   c. Quality of the planned exploitation and business approach.

4. **Budget and cost-effectiveness.** This award criterion will help to select projects with reasonable and well-justified costs. It has the following sub criteria:

   a. Appropriate level of effort (hours and budget) both per work package and per task and per partner considering the skills and responsibilities.

   b. Appropriate weight and justification of costs per cost category, notably equipment (including justification for the parts of the equipment linked to the innovative action).

   c. Coherence and transparency of the co-financing scheme.

5. **European added value:** This award criterion will help to select projects with a good European added value. It has the following sub criteria:

   a. Justification for and benefits of addressing the subject of the proposal at European level as opposed to purely national/regional/local projects.

   b. European dimension of the market barriers and how these barriers will be tackled.

   c. Level of European cooperation in the project.

Among other requirements, applicants of CIP Eco-innovation projects are asked to provide a quantitative estimation of economic impacts (such as market size, payback...
time, etc.), environmental impacts (including CO2 equivalents, energy savings, materials savings, waste avoidance/recovery, water savings, reduction of hazardous substance use) and market replication at the end of the project and 2 years thereafter. Proposals also need to justify the application for public support by explaining what market and non-market barriers prevent the market uptake of the solution in the status quo and by proposing an effective approach to tackle those barriers.

Usually, calls for proposals have been announced in end of April/beginning of May, with application deadline in September. Evaluations have been conducted between September and December by the EACI in cooperation with panels of independent experts. The final decision is usually taken in February and tenderers are notified soon thereafter; grant agreements are concluded after a short period of adjustment and the action usually starts between 2 and 5 months after the award decision is adopted. The typical duration of eco-innovation projects is between 24 and 36 months.

### 2.3 The calls 2008-2009-2010-2011

Altogether, six annual calls have been launched. The calls 2008-2011 are the focus of this study; the table below summarises the main differences in the scope of priorities established by each call, and the number of projects funded. The specifications of priority themes have remained essentially constant for the Materials Recycling and Food & Drink sectors, whereas for the Buildings and Greening Businesses strands they have undergone some changes.

<table>
<thead>
<tr>
<th>Strand 1: Materials recycling</th>
<th>CALL 2008</th>
<th>CALL 2009</th>
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<tr>
<td>* Better sorting processes and methods for waste materials, construction waste, commercial/industrial waste, potential recyclables or waste from electrical and electronic equipment and end-of-life vehicles. * Innovative products using recycled material or facilitating recycling, matching international products’ standards, advanced design requirements and high quality consumer needs. * Business innovations to strengthen the competitiveness of recycling industries, such as new market structures for recycling products, supply chains or harmonised manufacturing and recycling processes.</td>
<td>* Better sorting processes and methods for waste materials, construction waste, commercial/industrial waste, potential recyclables or recyclable waste from electrical and electronic equipment and end-of-life vehicles. * Innovative products using recycled material or facilitating material recycling, matching international products’ standards, advanced design requirements and high quality consumer needs. * Business innovations to strengthen the competitiveness of recycling industries, such as new market structures for recycling products, supply chains or harmonised manufacturing and recycling processes.</td>
<td>* Better sorting processes and methods for waste materials, construction and demolition waste, commercial/industrial waste, potential recyclables or recyclable waste from electrical and electronic equipment and end-of-life vehicles. * Innovative products using recycled material or facilitating material recycling, matching international products’ standards, advanced design requirements and high quality consumer needs. * Business innovations to strengthen the competitiveness of recycling industries, such as new market structures for recycling products, supply chains or harmonised manufacturing and recycling processes.</td>
<td>* Improve the quality of recycling materials with better waste sorting and treatment methods, construction and demolition waste, commercial/industrial waste, potential recyclables or recyclable waste from electrical and electronic equipment and end-of-life vehicles. * Innovative products using recycled material or facilitating material recycling, matching international products’ standards, advanced design requirements and high quality consumer needs. * Business innovations to strengthen the competitiveness of recycling industries, such as new market structures for recycling products, supply chains or harmonised manufacturing and recycling processes.</td>
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|---|---|---|---|---|
| * Innovative building processes or products aimed at a more rational use of natural resources and a | * Innovative building processes or products aimed at a more rational use of natural resources and a reduced environmental impact | * Construction products and related processes that reduce consumption of resources, embodied carbon and | * Construction products and related processes that reduce consumption of...
**Strand 3: Food and Drink**

* Cleaner and innovative products, including packaging methods and materials, processes and services aiming at higher resources efficiency. Full raw material utilisation in the food sector, which increases resource efficiency and productivity, reduces bio-degradable waste, and supports the transition to a bio-based economy.
* Cleaner and innovative products, processes and services aiming at a reduction of waste, or/and increasing recycling and recovery.

<table>
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<th>Building</th>
<th>Products</th>
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<td>reduced environmental impact, incorporating sustainable design concepts or more environmentally friendly materials. This will cover, but not exclusively, products made from non-toxic, reusable or recycled construction materials, including cost-efficient selective sorting techniques on construction sites, construction elements based on renewable resources, HFC- and VOC-free insulation materials, products or materials with low embodied energy or equipment for water and air treatment.</td>
<td></td>
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<tr>
<td>* Green building services supporting the usage of materials from local sources or renewable plants, non-toxic, reusable, or recycled materials, system optimization including waste reduction, zero net waste at construction site level or generation of on-site renewable energy.</td>
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<tr>
<td>* Innovative water systems for buildings, including water saving, grey water use, rain water collection and re-use, or green roofs.</td>
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<tr>
<td>* A limited number of highly replicable and visible projects on social housing may be covered by the budget of this call concerning the sustainable retrofitting of existing buildings. An integrated approach is essential in addressing environmental issues and may include innovations that deliver multiple impacts in relation to the efficient use of raw materials, water, energy including renewable energies and energy efficiency. The projects should prove the economic and social benefits and consider the non-technical barriers for the effective uptake of the innovation.</td>
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**Impact**

* Cleaner and innovative products, including packaging methods and materials, processes and services aiming at higher resources efficiency. Full raw material utilisation in the food sector, which increases resource efficiency and productivity, reduces bio-degradable waste, and supports the transition to a bio-based economy.

impact, including materials and manufacturing processes. This will cover, but not exclusively, products made from non-toxic, reusable or recycled construction materials, construction elements based on renewable resources or on materials from local sources, HFC- and VOC-free insulation materials, products or materials with low embodied energy.

* Reusing and recycling of construction and demolition wastes that significantly reduce the need for landfill sites and further mineral extraction. Innovative, cost-efficient selective sorting techniques related to construction and demolition wastes

* Innovative water systems, including water saving, re-use of natural waters, rain water collection and re-use, or green roofs.

production of by-product wastes. This covers the use of more environmentally friendly construction materials, reduced use of raw material, and innovative manufacturing processes which greatly reduce the environmental impact of construction.

resources, embodied carbon and production of by-product wastes. This covers the use of more environmentally friendly construction materials, reduced use of raw material, and innovative manufacturing processes which greatly reduce the environmental impact of construction.
**Strand 4: Greening Business**

* Innovative approaches to environmental management systems in new promising fields including increased resource efficiency, energy efficiency and biodiversity aspects. The proposed approach should build upon the experience gained in the ongoing EMAS Easy capacity building project that is running in all Member States. It should go beyond the requirements laid down in the current EMAS Regulation.
* Promote EMAS in industrial clusters or districts of SMEs, using specific cluster or supply chain approaches. Such approaches reduce consultancy and audit/verification costs for participating SMEs, and facilitate additional knowledge-sharing and experience exchange among participants, encouraging a coherent environmental policy in the cluster.
* Supporting and implementing modifications in recycling and recovery.

* Improved efficiency in the water consumption of a process or improved eco-efficiency of water management.
* Innovative cleaner products, processes and services aiming at reducing the environmental impact of consumption of food and drinks, such as labelling or logistical services addressing packaging, distribution and purchasing decisions.

* Innovative approaches to EMAS including increased resource and energy efficiency and biodiversity aspects or simplifications (such as EMAS Easy) in industrial clusters or districts of SMEs, using specific cluster or supply chain approaches. The cluster approach is mandatory for this priority. Such approaches should reduce consultancy and audit/verification costs for participating SMEs, and facilitate additional knowledge-sharing and experience exchange among participants, encouraging a coherent environmental policy in the cluster.
* Supporting and implementing products and services that will decrease environmental impacts and use fewer resources. Projects should follow the principles of Integrated Product Policy, a life cycle approach and be in-line with the various policies documented in the Action Plan on Sustainable Consumption and Production and Sustainable Industrial Policy. Projects could relate to the Ecodesign directive, putting into practice the more global, environmental perspective, and they could base the environmental performance of the new product on the European Eco-label or other accredited label/certification scheme. * Services facilitating a better match between supply and demand of eco-innovative solutions and helping eco-innovation into the market.
* Substitution of materials with reduced environmental impacts and services aiming at a reduction of waste, waste prevention and greenhouse gas emissions, or/and increasing recycling and recovery.
* New or improved production processes with high water efficiency and improved water quality. Improved eco-efficiency of water management.

Innovative cleaner products, processes and services aiming at reducing the environmental impact of consumption of food and drinks, such as logistical services, distribution and purchasing decisions.

* Innovative cleaner products, processes and services aiming at reducing the environmental impact of consumption of food and drinks, such as labelling or logistical services addressing packaging, distribution and purchasing decisions.

* Design, implementation and uptake on the market of innovative products that will decrease environmental impacts and use fewer resources. Projects should follow the principles of Integrated Product Policy, a life cycle approach and be in-line with the various policies documented in the Action Plan on Sustainable Consumption and Production and Sustainable Industrial Policy. Projects could relate to the Ecodesign directive, putting into practice the more global, environmental perspective, and they could base the environmental performance of the new product on the European Eco-label or other accredited label/certification scheme. * Services facilitating a better match between supply and demand of eco-innovative solutions and helping eco-innovation into the market.

* Design, implementation and uptake on the market of innovative products and services that will decrease environmental impacts and use less resources. Projects should follow the principles of Integrated Product Policy, a life cycle approach and be in-line with the various policies documented in the Action Plan on Sustainable Consumption and Production and Sustainable Industrial Policy. Projects could relate to the Ecodesign directive, putting into practice the more global, environmental perspective, and they could base the environmental performance of the new product on the European Eco-label or other accredited label/certification scheme. * Services facilitating a better match between supply and demand of eco-innovative solutions and helping eco-innovation into the market.

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7 Life cycle approach will include using less and/or renewable raw materials, extending the durability of products through product design and servicing, applying eco-efficiency techniques to reduce the environmental impact of production, minimising the environmental impact of the product during its use and providing for end-of-life recycling/reuse.


| the specifications of products and services that will decrease environmental impacts, following the principles of Integrated Product Policy and on the basis of the life cycle approach. Environmental criteria need to consider and go beyond those enshrined in the European Eco-label. * Implementing and promoting the use of environmental criteria (based on the European Eco-label or other accredited label/certification) for purchasing decisions of enterprises (i.e. greening supply chains; implementing innovative approaches to procurement); guidance on Eco-label and Green Public Procurement (GPP) oriented to the private sector. | Sustainable Consumption and Production and Sustainable Industrial Policy. * Implementing and enhancing the use of environmental criteria (based on the European Eco-label or other accredited label/certification) for purchasing decisions of enterprises (i.e. greening supply chains; implementing innovative approaches to procurement) and wider application of the concept of Green Public Procurement (GPP) to the private sector. * Greening of production, supporting environmental, innovative processes with a high replication factor impacts and higher resource efficiency (e.g. bio-based products) as well as substitution of scarce materials and increased use of secondary raw material. Substitution may be applied at the product level or at the process level. * Greening of production and clean production processes supporting environmental, innovative processes with a high replication factor. Actions could also include industrial symbiosis, i.e. by-product resources or waste as new raw material in order to improve the environmental impacts of industrial production. * Gradual innovation by introducing re-manufacturing mechanisms and innovative repairing services with substantial environmental benefit and a high replication factor. | * Substitution of materials by materials with reduced environmental impacts and higher resource efficiency (e.g. bio-based products) as well as substitution of scarce materials and increased use of secondary raw material. Substitution may be applied at the product level or at the process level. * Greening of production and clean production processes supporting environmental, innovative processes with a high replication factor. Actions could also include industrial symbiosis, i.e. by-product resources or waste as new raw material in order to improve the environmental impacts of industrial production. * Gradual innovation by introducing re-manufacturing mechanisms and innovative repairing services with substantial environmental benefit and a high replication factor. |

**Strand 5: Water (since 2011 only)**

| * Water efficient processes, products and technologies, especially water-free processes. * Water and wastewater treatment: solutions that offer greater efficiency and reduced environmental impact, e.g. reduced use of chemicals and resources; recovery of resources from wastewater, such as nutrients. * Smart distribution systems aiming at the saving of water, chemicals, energy and... | * Water efficient processes, products and technologies, especially water-free processes. * Water and wastewater treatment: solutions that offer greater efficiency and reduced environmental impact, e.g. reduced use of chemicals and resources; recovery of resources from wastewater, such as nutrients. * Smart distribution systems aiming at the saving of water, chemicals, energy and... | new product on the European Eco-label or other accredited label/certification scheme. |

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Overall, about 200 projects are currently running, with an expected 230 after the last call for proposals of May 2013. See also the project database at [http://ieea.erba.hu/eco/page/Page.jsp].

### 3 Subject of the tender and work required

#### 3.1 Overall aims

The overall objective of the tender is a study aimed to complete the picture of the economic and environmental impact of the initiative. On the basis of the results of the previous study, which analysed projects of the first 3 calls (2008, 2009 and 2010), this study will investigate one more call (2011) and gather more evidence while consolidating existing results for projects of Calls 2008-2009-2010 most of which will have closed by the time of the implementation of this study – these latter projects have the obligation to report on results at a point of time of 2 years after the project ends.

Overall analyses, comparisons, and reporting of results by individual projects, globally and by sector/area are important for feedback, to show the success of the initiative and to draw conclusions.

The study will aim to support the overall analysis and evaluation of results and achievements of ongoing and finished eco-innovation market replication projects with a focus on the calls 2008-2011. It shall present comprehensive reports in a suitable structure, divided by priorities and sectors/areas, as presented in the work programmes and calls for proposals. The study will also give a consolidated feedback on specific sectors such as ceramics, plastics & rubber, textiles, metals, tourism, food & drink, construction materials and construction products. It will analyse deeply the indicators used per project, aggregate them and highlight results and impacts.

The study shall collect data on the entire sample of projects of the calls 2008 – 2011 (~180 projects), and draw conclusions based on the grant agreements, selected deliverables of the projects, standardised questionnaires and individual interviews conducted with project coordinators.

It should take into account the results delivered by the previous study, compare and summarise them across all calls (2008 – 2011).

#### 3.2 Key questions to be answered

The analysis shall address the following seven questions, which shall be thoroughly answered in the final report of the project:

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<th>Projects funded</th>
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<th>45-50</th>
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materials: innovative systems for measuring and adjusting chemical dosing, flow and pumping rates; leakage detection and repair, novel pipe materials etc.
3.2.a) What is the source and type of innovation in the eco-innovation market replication projects?

What is the motivation for the actors involved to innovate? What knowledge is embedded in the projects funded by the Eco-innovation initiative? What is the source of that knowledge? Which share of projects can be considered radical innovations as opposed to incremental innovations only?

3.2.b) What is the environmental impact of eco-innovation market replication projects?

The study shall provide measures of the environmental gains afforded by eco-innovation projects in relation to a broad range of parameters that should include: energy savings, greenhouse gas emission reductions, waste management improvements, resource savings including raw materials and water savings, elimination of toxic substances and pollution. Whenever possible a monetary valuation of the estimated impacts/benefits should be provided, including avoidance of environmental damage costs.

3.2.c) What is the economic impact of eco-innovation market replication projects?

The study shall provide a measure of the economic benefits afforded by eco-innovation projects distinguishing direct benefits (cost savings stemming from increased resource productivity, increased sales of cheaper or improved products, export –especially extra EU- opportunities) from indirect benefits.

3.2.d) What is the expected and achieved replication of the projects?

This question is closely related to measuring spillovers of the innovation action. Replication should include both the market penetration of innovative products and the further deployment of similar projects/plants/processes within and beyond those realised (and co-funded) by the Eco-innovation initiative. This question shall be addressed giving insights as quantitative as possible on: the leverage factor, volume (and timeframe) of private investment mobilised by the EU funding seed; the further production capacity increase planned and realised; the learning effects realised during and beyond the projects, as reflected by cost reductions in subsequent replications of the initial project; the volume of innovative products placed on the market; the benefits accrued to the innovator in relation to subsequent replication actions (income accruing from IPR, etc); the geographic outreach of the replication.

3.2.e) What barriers to eco-innovation are evidenced in the projects?

What market and non-market barriers hinder the further deployment of eco-innovation and how are those barriers addressed by the projects? How effective is the CIP Eco-innovation initiative in tackling barriers to eco-innovation?

3.2.f) What is the EU added value of the projects?

What is the added value at EU level of the CIP eco-innovation projects, measured as level of European cooperation and as actions undertaken to address barriers existing at EU level? Do CIP eco-innovation projects facilitate broader access to technologies and services previously available in fewer member states? To what extent do the projects contribute to the diffusion of solutions from higher innovation member states to lower
innovation member states\textsuperscript{12}\textsuperscript{13}? To what extent do the projects contribute to solving projects at the EU level? To what extent is the impact/efficiency of the EU projects greater than the expected impact of a sum of national projects? Where do the economic impacts substantiate? The question should be addressed giving insights also on possible regional clusters emerging from the analysis (beyond the aggregate EU level).

3.2.g) **What are the benefits to SMEs?**

How attractive is the Eco-innovation initiative for SMEs compared to other (national and EU) funding opportunities? Which are the determinants? What is the economic benefit of the Initiative accrued to SMEs (quantitative and qualitative, distinguishing between Micro, Small and Medium enterprises)? Within these projects, what is the contribution of SMEs to environmental improvements? Do SMEs face special market and non-market barriers in addition to those common to all enterprises? How many SMEs have been reached by the initiative, including both direct and indirect outreach? How much has the eco-innovation project helped the involved SME's change their culture (increased share of innovative products in their turnover, increased level of environmental protection, etc)? In general, the SME dimension should be separately assessed for all key questions listed in this section.

3.2.h) **What policy recommendations can be drawn from the analysis?**

What is the CIP Eco-innovation initiative’s contribution to EU policymaking? How could Economic and Environmental performance indicators to be addressed by proposers be improved? What has been the impact of adjusting the sectoral priorities of the eco-innovation call over time? What lessons can we learn from the initiative, which could be applicable to other fields or programmes?

3.3 **Data to be collected and analyses to be performed**

The service provider is expected to answer the key questions listed above. To do so, the service provider will review the information available in form of Grant Agreements between the EACI and the beneficiaries of eco-innovation projects as well as available project deliverables, and employ questionnaires, telephone interviews, and if necessary person to person interviews to collect new evidence and data, and analyse it. This will be done in accordance with data protection legislation. Therefore, prior consent from the beneficiaries will be sought.

A consistent approach and methodology is to be ensured across the entire sample of projects concerned. Wherever not otherwise stated, data should be collected and included in the database\textsuperscript{13} for each and every project of the four calls 2008, 2009, 2010, and 2011, running or completed. An appropriate methodology should be selected which will allow full comparison with the previous study on evaluation of eco-innovation projects.

It should allow to distinguish between actually achieved results and predicted or expected results. Projects might tend to be over optimistic about future costs and revenues, and therefore, the study should include a method to account for an optimism bias.

Results of projects, for which only estimations could be included in the first study (\textasciitilde70\%), should be validated against actually achieved results. The study is expected to

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\textsuperscript{12} See the Innovation union Scoreboard: http://ec.europa.eu/enterprise/policies/innovation/facts-figures-analysis/innovation-scoreboard/index_en.htm

\textsuperscript{13} See Section 4.2, deliverable D5
indicate the new ratio of actually achieved impacts (measured by the study) as opposed to predicted results (based on expectations/assumption).

When analysing and reporting results of closed projects, the study should limit the efforts needed for those project. Even though they have committed to report on impacts 2 years after their closure there is no contractual obligation for them to do so.

It should be noted, that these projects are not contractually bound by their previous contracts to contribute to this evaluation, so the efforts for them linked with this should be reasonable.

The service provider will be required to compile a report, containing the answers to the key questions, together with quantitative and qualitative presentations of the results of their analyses, and recommendations based on these results.

The main domains requiring data gathering and analyses are listed as tasks in this section together with the most important data sources to be exploited. Data should be collected, assessed and if necessary estimated as quantitative indicators. The tenderer should propose a dynamic approach to data sampling in order to allow the required flexibility in the data collection from eco-innovation projects that in most cases will still be ongoing during the execution of the contract and to make sure on the one hand that the progress of the present project is not delayed and on the other hand that the information collected and discussed at the end of the project is up to date.

Innovative approaches, leading to the cost effective collection and analysis of data and/or to the collection and analysis of additional relevant information, will be welcomed.

3.3.a) Innovation analysis

The analysis of the innovation character and innovation content of the project shall be comprehensive and cover a broad range of aspects such as the following:

- Motivation for the innovation activity: which elements have been important driving forces for the decision to undertake the innovation activity (increase total factor productivity, enter new markets, increase market share, replace outdated products, existing or expected environmental regulation, availability of public subsidies or other financial incentives, business covenants, etc.)?

- Innovation background. This analysis shall cover the following aspects:
  - Culture of the enterprise involved (highly innovative, middle, low; attention to the environment)
  - Share of innovative products/services in the catalogue/turnover of the enterprise
  - Changes over time (and as a result of the eco-innovation project) of the above

- Innovation source and resources committed to the innovation activities. This analysis shall cover the following aspects:
  - Commitment of matching funds by source (innovator, other private and public)

---

14 For instance: sales expressed in €, employment in full-time job equivalents, impacts in greenhouse gas emission reductions expressed in tons of CO2 equivalents as opposed to qualitative markers ("smileys" or similar)
Source of the innovation (developed mainly by the beneficiary, or mainly by other enterprises or institutions)

Expenditure relevant to innovation by type: (acquisition of Intellectual Property Rights, human capital and training, fixed capital formation)

- Innovation content of project, including
  - Type of innovation (product, process, organisational)
  - Quality of innovation (incremental or radical)
  - Punctual innovation (influencing a single element of a production chain) or Integrated (encompassing the entire production chain)
  - Knowledge stock built with previous (R&D) projects including the funding sources of these previous projects.

3.3.b) Analysis of economic impacts

The analysis of economic impacts shall endeavour to build a comprehensive picture of the cost/benefit aspect of the initiative by covering a broad range of indicators, such as the following:

- Competitiveness of beneficiaries, including
  - Direct benefits, such as
    - Operational advantages such as cost savings from greater resource productivity and better logistics
    - (Increased) product sales
    - Entry to new markets (distinguishing between markets in own country, in EU countries, in associated countries (28 EU countries and 9 other countries are eligible for funding, see http://ec.europa.eu/environment/eco-innovation/faq/index_en.htm#eligible-countries) and in other countries), including both the marketing of goods and the export of technology or non-technological solution
  - Indirect benefits, such as
    - Better image
    - Better relations with suppliers, customers and authorities
    - Enhanced innovation capability engendered by reinforced contacts with knowledge holders
  - Costs incurred by the beneficiaries
  - Impact on production costs and market prices

- Net employment effects shall be estimated as Full Time job Equivalents, reporting at least the following variables:
  - Skill level
  - Gender
  - Separating direct (linked to the wages budgeted in the eco-innovation projects) from indirect effects (linked to the supply chain). In the absence of more specific information, indirect effects can be estimated based on top-down methods such as input-output employment multipliers
Distinguishing new jobs created from jobs sustained.

3.3.c) Analysis of environmental impacts

The analysis of environmental impacts should include, as far as possible and as far as relevant to the individual projects, the following indicators (list not necessarily exhaustive):

- Greenhouse gas emission reductions (in CO2 equivalents)
- Pollutants released to air, water, soil (in tons, by substance)
- Raw material use reduction (in tons, with an indication of the priority of the specific resource saved: 1 ton of gravel does not have the same impact as 1 ton of Nickel)
- Water savings (in litres)
- Waste water prevented/reused/treated and the corresponding avoided damage costs
- Energy savings (in Mega Joules)
- Hazardous chemicals: reduction of use (in kilograms with an indication of the priority of the specific chemical)
- Waste prevented/reused/recycled/diverted from landfills (in tons) and the corresponding avoided damage costs
- Health benefits (in DALYs)

Environmental impacts should be computed with a full life-cycle perspective; although the beneficiaries are required to present an estimate of the environmental impacts of their projects already at the stage of submitting the proposal, such information needs to be thoroughly and critically reviewed by the service provider; the service provider should also be prepared to adapt the methodology to different cases, including for instance:

- process innovations leading to less environmental pressure per unit of output from an existing plant; in this case environmental impacts can be appraised on the basis of well controlled parameters such as the measured inputs to production (gas, electricity, water, chemicals, etc.)
- product innovations potentially displacing different products in the market with improved ones; in this case the environmental gains may need be defined against suitable market benchmarks; in order to quantify such benchmarks, the service provider should –among other information sources- make critical use of the comparative LCA studies that are to be delivered by a substantial part of the eco-innovation projects
- implementation of environmental management systems, green supply chain tools or consumer's incentive schemes, resulting in environmental benefits that are to be considered (in part) indirect since practical actions resulting in environmental gains may be not in the direct control of the principal actor.

Whenever possible an estimate in monetary terms of the environmental benefits of the projects analysed both at indicators level and in aggregate form should be provided. The tenderer shall propose suitable methods applicable to the eco-innovation projects that will be discussed with the Peer Group (see section 5.7) at the time of the inception
report. These methodologies may be different for different priority areas (recycling, food & drink, etc) and should include, for example, the avoided and saved costs approach (i.e. cost saving due to avoided pollution, cleaning, landfill, etc.), contingent valuation, hedonic pricing, DALYs, etc. Please note, however, that no bottom-up work is expected to be carried out for this task: the conversion from physical impacts to monetary valuation should be only estimated on the basis of available literature values in order to contain the cost of this task.

3.3.d) Analysis of spillovers and market replication

- Spillover effects, benefits of the innovation activities accruing to actors other than the beneficiaries of eco-innovation projects; those may include:\(^{15}\)
  - Benefits for subcontractors in innovation activities
  - Increased demand from supply chain
  - Downstream benefits
  - Knowledge spillovers (this should include an estimation of the outreach of dissemination activities carried out by the projects)

- Process/ solution replication achieved by the project. In the case of a project focussed on the construction of an industrial plant, this would include all additional plants built elsewhere with the concept and technology introduced by the eco-innovation project, including the licensing of third party operated plants, the building of additional plant by the beneficiaries within and outside the boundaries of the CIP-funded project, as well as co-operation agreements and independent initiatives by e.g. competitors. The analysis should report:
  - Whether or not there are (licensing or other) benefits appropriated by the innovator
  - The number repetition of the solutions
  - The size/capacity of replicated solutions
  - The learning effects (cost reduction) achieved by replication projects
  - The total private and public capital mobilised by the seed investment
  - The total number of SME's reached by the Initiative, including directly and indirectly reached (beneficiaries, subcontractors, providers of capital goods and other major expenditure categories; and downstream users)

3.3.e) Analysis of barriers

This task is concerned with analysing barriers to eco-innovation. Since barriers tend to be pervasive through whole sectors and through the economy, it is not expected that this part of the data collection and analysis effort be conducted at the level of single projects but only at aggregate sector level (see below for definition of sectors). Barriers to be considered include:

- Technological
- Financial

\(^{15}\) Taking into consideration –among other factors- the rather recent establishment of the Eco-innovation initiative, it is understood that a full analysis of external benefits such as for instance the long term societal impacts of knowledge spillovers is clearly beyond scope and beyond the empirical evidence likely to be available. Tenderers should indicate what they consider practically feasible.
• Labour-force related
• Regulatory
• IPR issues
• Consumer-related
• Supplier-related
• Managerial

The analysis should also endeavour to address the actions taken to tackle the identified barriers, and the effectiveness of those actions.

3.3.f) Analysis of the added value delivered at EU level

The European Commission and the EACI attach key importance to the requirement that eco-innovation projects deliver on EU level added value (in other words, that they deliver more than could be achieved with grants at national level); EU-level value added shall be evaluated in relation at least to the following indicators:

- Level of European cooperation
- Actions undertaken to address barriers existing at EU level
- Spreading of technologies and services previously available in fewer member states

The geographical dimension should also be addressed: cross-country aspects, effects and spillovers should be analysed not only as aggregate for the EU as a whole but also by reporting country clusters emerging form the analysis.

A distinction according to the range of eligible countries should be made: 28 EU countries, 9 eligible countries (with a Memorandum of Understanding in force, allowing their participation to the Calls for proposals) and beyond these 37 countries.

3.3.g) Analysis of the SME dimension

Taking into consideration that the CIP Eco-innovation initiative is especially geared towards the needs of SMEs (~66% of its beneficiaries), the SME dimension of the analysis shall be especially developed as an independent strain of analysis. Data shall be collected and analysed in order to provide information on:

- The economic benefits accruing to SMEs from the Eco-innovation initiative
- The contribution of SMEs to environmental objectives through the Eco-innovation initiative
- The effectiveness of the Eco-innovation initiative in meeting the needs of SME's
- The special barrier faced by SMEs that are not experienced, or are experienced to a lesser extent, by large enterprises
- The number of SMEs reached by the Initiative along supply chains and (separately) including dissemination activities.
- The analysis shall further distinguish between Micro, Small and Medium enterprises
### 3.3.h) Synthesis

The synthesis should present key results in terms of key performance indicators, providing information both at the level of individual projects and at aggregate level along different aggregation dimensions. The service provider will therefore propose a suitable methodology to produce a multidimensional (matrix) analysis structured along the four dimensions [project, area, sector, global] and including the following elements:

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Elements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td>Project 1&lt;br&gt;Project 2&lt;br&gt;...&lt;br&gt;Project n</td>
</tr>
<tr>
<td>Area</td>
<td>Products&lt;br&gt;Processes&lt;br&gt;Materials&lt;br&gt;Services</td>
</tr>
<tr>
<td>Sector</td>
<td>Waste&lt;br&gt;Water&lt;br&gt;Raw Materials</td>
</tr>
<tr>
<td>Global</td>
<td>All projects, aggregate</td>
</tr>
</tbody>
</table>

These sectors have been selected as they are targeted under Horizon 2020. The study results should help to analyse barriers particular to these sectors and identify certain success factors, that could be transferrable to Horizon 2020 projects or programme management.
At the time of the inception report, the service provider shall propose additional grouping/structuring of information for analysis, which will be subject to discussion for approval by the Peer Group (see section 5.7).

Tenderers should pay special attention to the fact that aggregation of project-specific indicators to the sector-wide level requires a high level of comparability among individual projects; achieving such high level of comparability will require additional effort from the service provider to shift through the raw information obtained from the beneficiaries.

The key performance indicators should include the following (reported both at end of project and 2 years thereafter):

- Tons of CO2 equivalents saved
- Materials saved or recycled
- Toxic substances eliminated
- Water saved
- Avoided water treatment
- Project replication factor
- Mobilisation factor\(^\text{16}\)
- Entry to international markets

Tenderers are invited to elaborate on this list of performance indicators and propose further specifications as they see appropriate.

The service provider should draw conclusions allowing for the comparison of the different dimensions covered under several angles, including:

- Barriers faced by sectors
- Intensity of innovation
- Participation of Small and Medium Enterprises
- Overall successfulness of the Eco-innovation initiative
- Leverage factor/ Replication

The results should be put into relation to funding programmes with similar impacts (e.g. on job creation). Everyday references to communicate the results to a broad audience should be used (e.g. amount of water used annually by a medium sized European city).

Finally, the synthesis report should include recommendations for a potential future optimisation of the programme.

4 WORK PLAN

4.1 Detailed work plan

Using these Tender Specifications as a starting point, the tender should present a detailed work plan, using a Gantt chart or equivalent and clear explanations to detail their proposed approach and concrete steps to implement it. A methodology should be

\(^{16}\) The mobilisation factor indicates the amount of private investment mobilised by each euro of public funding (from the EACI), and takes into account not only the share of private co-financing of the project but also the further replication of the solution
clearly proposed to answer the 8 key questions and cover the data collection and analysis tasks presented in section 3 above. The work plan should explain the various outputs foreseen within each task, milestones, deliverables, reports, co-ordination meetings with the EACI, reporting, allocation of responsibility between team members (if applicable), etc.

The tender should demonstrate a good understanding of the challenges linked to the data collection and data analysis, and include proof of the relevant capacities in the project team.

A kick-off meeting will take place in Brussels, at the latest 15 days after the signature of the contract, in order to settle all the details of the tasks to be undertaken. Formal co-ordination meetings with the EACI shall be held in Brussels at least every three months in order to enable the contracting parties to discuss the work accomplished and achievements. The service provider shall prepare minutes of each meeting, to be approved by the EACI, and shall take full account of any suggestions made. Further co-ordination meetings may be organised if required. It is important that the tender explains the intended ways of keeping day-to-day contact with the EACI and how attendance at meetings in Brussels which are called at short notice will be ensured.

**Geographical scope:** the services to be delivered will need to cover the 37 countries eligible for funding under the CIP Eco-innovation initiative, as far as represented in the projects.

**Languages:** The coordinators of individual eco-innovation projects are required to be able to communicate with the EACI effectively in English. The service provider can therefore interact with all project coordinators in English. All communication between the service provider and the EACI, and all results, reports and deliverables shall be presented in English. However, it could be advantageous to be able to communicate with coordinators in another main EU language, prominent among the projects.

**Inventory of information collected (structure):** The service provider is required to record and classify the collected data in a database, which will be handed over to the EACI together with the final report. This database will adopt a common structure that is to be agreed with the EACI and shall include for each project all the indicators/data entries to be collected, links to other documents, etc.

**Confidentiality and/or intellectual property rights:** the service provider must ensure that there are no restrictions based on confidentiality and/or intellectual property rights to be expected from any third party due to the publication of any data and documents. Should the service provider intend to use data for the deliverables or services under this contract which cannot be published, this must be explicitly mentioned in the offer. Also, the coordinators should be guaranteed confidential treatment of the information they will provide to the service provider.

**Independence:** all the contents delivered by the service provider must be independent of special interests, whether private or national, regional or local.

**Quality control:** all the contents delivered by the service provider must be subject to an internal quality control.

**The work plan should include:**

1. One day kick-off briefing meeting with officials from the European Commission and EACI
2. Preparation, dispatching and follow-up of questionnaires for data collection
3. Examination of information from questionnaires and extracted from project documents (deliverables, grant agreements) where necessary, or from detailed LCA reports where available
4. Telephone interviews and if necessary visits with eco-innovation projects
5. Analysis and documentation of results in a database
6. Monthly telephone conferences with EACI project officer
7. Submission of inception report to the European Commission and EACI 2 months after beginning of contract, and participation to a one-day methodology review meeting with a peer panel
8. Presentation of progress report to the European Commission and EACI 8 months after beginning of contract
9. Presentation of draft final report and of the Database to the European Commission and EACI at a one-day meeting, 13 months after beginning of contract
10. Submission of Final Report and final presentation to the European Commission and EACI 15 months after beginning of contract

4.2 Overview of Deliverables

The following table contains the minimum list of deliverables that shall be included in the offer:

<table>
<thead>
<tr>
<th>Deliverable ID and description</th>
<th>Due time after the contract signature</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>D 1: Inception Report</strong></td>
<td>Month 2</td>
</tr>
<tr>
<td>This report shall describe in detail how the method proposed by the service provider is going to be implemented in the light of an examination of the quality and appropriateness of existing data, and in particular how the method will answer each evaluation question and provide a judgement. It should also contain the results of some initial analyses. This document shall enable the EACI to make a final check of the feasibility of the method proposed and of the extent to which it corresponds with the information needs outlined in the terms of reference, and to correct any possible misunderstandings. This report shall provide the basis for the methodology review meeting.</td>
<td></td>
</tr>
<tr>
<td><strong>D 2: Progress Report</strong></td>
<td>Month 8</td>
</tr>
<tr>
<td>This report will provide information about initial analyses of data collected in the field (primary data) and secondary data. Much of the required data should have been collected by the time this report is delivered and the provider should already provide preliminary answers to some of the evaluation questions. This report shall enable the EACI to check whether the evaluation is on schedule and to determine the extent to which the evaluation has focused on the specified information needs. It shall also enable the EACI to evaluate the adequacy of analyses, the factual accuracy of observations and the realism of assertions and interpretations.</td>
<td></td>
</tr>
<tr>
<td><strong>D 3: Draft Final report</strong></td>
<td>Month 13</td>
</tr>
<tr>
<td>This document will provide the conclusions of the evaluator in respect to the evaluation questions a-g. These conclusions will be clearly based on evidence generated through the evaluation. Judgements provided should be clear and explicit. The draft final report should also contain some exploratory recommendations developed on the basis of the conclusions reached by the evaluator. The draft final report shall be subject to a preliminary quality assessment that will verify the extent to which it respects the quality standards, including that: the substance of the evaluation reports shall be relevant and based on rigorous analysis; the report shall describe the information sources in such detail that the correctness of the information can be assessed; the data collected or selected</td>
<td></td>
</tr>
</tbody>
</table>
shall be adapted to the methodologies used and be sufficiently reliable for the expected use; the prospects and reasoning on which interpretation of the results is based shall be described and explained. The results should follow on logically and be substantiated by data analysis and interpretations based on carefully presented explanatory hypotheses.

**D 4: Final Report.** It will take into full account the results of quality assessment and discussions with the EACI and the European Commission based on the draft final report.  
Month 15

**D 5: Database.** It will comprehensively include all structured information collected by the project, including responses to questionnaires, all additional information sources and results of analysis at individual project level and by aggregation dimensions. The database shall be delivered in electronic MS Access or compatible format. In order to facilitate further use and future updatability for the EACI, the database shall:

- be structured in a transparent and user friendly way
- be accompanied by a clear description/ user guide as an editable document separate from the final report of this project
- include all the projects of the three calls 2008-2009-2010, even if most of the 2010 projects will not be advanced enough to provide data significant for the analyses
- have the calculation of performance indicators and aggregation along the different dimensions of analysis built in

Month 13

**D 6: Final public conference.** The results should be presented and discussed with the target group of multipliers/media, potential innovators (private or public), European Commission and programme evaluators. EACI could assist in this framework to trigger Commissioner participation and direct media briefing sessions.

The final report must:

- Have an executive summary of max 10 pages, taking into account the target group of the report (multipliers like the media, the broad public including potential innovators, European Commission and programme evaluators)
- Be suitable for black-and-white printing
- Contain an introduction clearly describing the scope of the evaluation exercise (~10 pages)
- Contain as a separate chapter a clear description of the methodology (~15 pages)
- Contain a separate chapter for each of the 8 (3.2a-3.2h) questions (~15 pages each)
- Contain the following separate substantial annexes:
  - Global report (at least 200 pages reporting the findings and detailed indicators for the entire sample of projects, including graphics for illustration of results)
  - Sector reports (max 10 pages for each of the three sectors as defined in section 3.3.h)
  - Area reports (max 10 pages for each of the areas as defined in section 3.3.h)
- Be accompanied by a comprehensive PowerPoint presentation illustrating the main findings
5 COMMUNICATIONS AND MANAGEMENT

5.1. Reporting
The service provider will provide inception, progress and final reports as specified above, together with a final publishable executive summary, whose format will be agreed in advance with the EACI. All reports are to be submitted in hard copy (2 copies) and in electronic format.

5.2. PowerPoint slides
The service provider will provide a PowerPoint slide presentation of the findings, based on the contents of the Final Report. It should be printable in black-and-white.

5.3. Executive summary
The service provider will prepare a max 10 page, stand-alone, publishable executive summary of the final report in electronic editable format for publication by the EACI. It should be easy to understand, contain relevant comparisons and be printable in black-and-white.

5.4. Project manager
The tender should include a proposal for an experienced project manager, who will enable the project team to deliver its work on time and to a commonly agreed level of quality and completeness, following the agreed methodology. The project manager will maintain regular contact with the project officer at the EACI ensuring that he/she is kept up to date with the progress of the work, including financial elements.

5.5. Information supplied by the EACI
By the time of the Kick-off meeting the EACI will provide the service provider with the following information:

- A preliminary table of indicators as extracted from the annexes of Grant Agreements of individual projects
- Summary descriptions of all projects, including classification by sector/area
- Coordinates of contact point (coordinator) of each of the eco-innovation projects
- The questionnaire used by the previous study as well as its final report

5.6. Cooperation with individual projects
As a part of their obligations to participate to the common dissemination activities of the Eco-innovation initiative the beneficiaries (project coordinators) will be asked to contribute 2-3 days of work to fill in questionnaires and in general to cooperate with the service provider. The EACI Officer responsible for this service contract will support the
service provider in ensuring cooperation of the beneficiaries. The beneficiaries can be expected to provide the following information:

- Answers to standardised questionnaires
- Indicators as listed in project deliverables
- LCA reports, where available
- Business plans where available

5.7. Peer group
A peer group will be established with members of the EACI and of the European Commission to oversee the progress of this project. The peer group will participate to project meetings, review the deliverables and have the authority to put forward requests for clarifications and changes to the service provider, within the boundaries of the terms laid down by the service contract. In particular, the peer group shall also be in charge of reviewing the methodology proposed by the service provider.

5.8. Meetings
At least 5 meetings shall be held between the service provider and the EACI: a kick-off meeting, a methodology review meeting, a progress meeting for presentation of the progress report, an advanced meeting for presentation of the draft final report and database, and a final meeting for presentation of the final results. All meetings will take place in Brussels at the EACI premises. The cost for attending these meetings shall be listed as a separate cost item and included in the total price of the tender.

The indicative schedule of the meetings is as follows:

1. Kick off meeting: Month 1
2. Methodology review meeting: Month 3
3. Progress meeting: Month 8
4. Advanced meeting: Month 13
5. Final meeting: Month 15

The service provider may be requested by the EACI within this contract to attend additional meetings in Brussels or via web/phone) with the aim to exchange information and to co-ordinate activities carried out under this tender.

The Project Officer may request short email updates at any time and in this case, the response time should be no more than 3 working days.

6 PLACE OF PERFORMANCE

The tasks will be performed on the service provider's premises. However, meetings between the service provider and representatives from the EACI and the European Commission will be held at the EACI or Commission premises in Brussels. The ideal location for the final conference shall be agreed by the EACI upon suggestion by the service provider.
7 STARTING DATE AND DURATION

The contract shall enter into force on the date of signature of the last contracting party. The duration of the tasks shall not exceed 15 months. This period is calculated in calendar days. The execution of the tasks may not start before the contract has been signed.

8 VOLUME OF THE CONTRACT

The amount of work involved to carry out this contract is assessed at a maximum of 285,000 (two hundred and eighty five thousand) Euros.

All reimbursable expenses, such as travel and daily allowances are to be included in the tendered price. The Protocol on the Privileges and Immunities of the European Communities shall apply to this invitation to tender. In particular, Article 3 and 4 provide that the Communities are exempted from all charges, taxes and dues including value added tax (VAT).

9 TERMS OF THE CONTRACT

In drawing up the offer, the tenderer should bear in mind the provisions of the draft service contract. Any limitation, amendment or denial of the terms of this draft service contract will lead to automatic exclusion from the procurement procedure.

This invitation to tender is in no way binding on the EACI. The EACI's contractual obligations begin only upon signature of the contract with the successful tenderer. Before the contract is signed, the EACI may either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified. No compensation may be claimed by tenderers whose tender has not been accepted, including when the EACI decides not to award the contract.

The EACI reserves the right to contract services described in this call for tenders outside the present contract.

The EACI may also use a negotiated procedure without prior publication of a contract notice for new services consisting in the repetition of the services entrusted to the service provider.\[17\]

9.1 Terms of payment

Payments shall be made in accordance with the provisions specified in Articles I.4 and II.15 of the draft service contract. In general, the payment scheme will consist of one pre-financing payment of 30% of the total value of the contract, one interim payment of 40% and the payment of the balance.

\[17\] Article 134 (f) of the Rules of Application of the Financial Regulation applicable to the general budget of the Union.
The schedule and procedure for the approval of the documents to be submitted and for the subsequent approval of the payment are specified in Articles I.4 and II.15 of the draft service contract.

The EACI reserves the right to pay less than the amount foreseen in Article I.3 of the draft service contract according to the tasks performed.

9.2 Financial guarantee

Other than in the case of contracts with a value of less than EUR 60,000, the EACI may decide – on a case-by-case basis and following a risk assessment– to require a financial guarantee to be provided against payment of the pre-financing.

The financial guarantee shall take the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution. Such guarantee may also be replaced by a joint and several guarantee by a third party.

The guarantee must be denominated in euro and have the effect of making the bank, or financial institution or third party, stand as irrevocable collateral security or first call guarantor of the service provider's obligations. The guarantee shall not contain any expiry date.

The financial guarantee shall be released when the pre-financing is deducted from the interim payment or payment of the balance to the contract in accordance with the terms of the service contract.

9.3 Reports and documents

- The service provider is obliged to inform the EACI about the progress of the activities in accordance with the conditions of the draft service contract. The reports should detail the performance in relation to the work programme, including occurred difficulties and corrective measures proposed/undertaken. They should also detail the list of work planned for the reference period, the list of work carried out, the human resources used for each activity, and the list of work planned for the following reporting period.

They include in particular:

- 1 (one) inception report covering the months 1-2 of the action and used to fix the final work plan and tasks for the project.

- 1 (one) progress report in accordance with Articles I.4 and II.4 of the draft service contract covering month 1 to month 8 which should have documentation of the current status of work as annex.

- 1 (one) draft final report in accordance with Articles I.4 and II.4 of the draft service contract covering month 1 to month 13 describing all the work carried out and the results obtained in performance of the contract.

- 1 (one) final report in accordance with Articles I.4 and II.4 of the draft service contract covering month 1 to month 15 describing all the work carried out and the results obtained in performance of the contract.

Two copies of the above reports shall be supplied in paper form and one copy in editable electronic form.
9.4 Liquidated damages

In the event of failure to provide the services by the deadline set in the service contract or if not provided in due form, liquidated damages will be applied as stipulated in the draft service contract.

Once the contract is signed between the parties, should the service provider fail to perform his obligations under the contract in accordance with the provisions laid down therein, the EACI may, without prejudice to its right to terminate the contract, reduce or recover payments in proportion to the scale of the failure. In addition, the EACI may impose penalties or liquidated damages in accordance with the provisions of the contract.

10 General terms and conditions for the submission of tenders

Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the tendering specifications 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.

Once the EACI has accepted the tender, it shall become the property of the EACI and the EACI shall treat it confidentially.

The EACI shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

11 Joint offers

A joint offer is a situation where an offer is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards the EACI in executing the service contract.

The EACI will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the EACI’s contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in annex 8 will help verifying the level of information to be provided according to the role of each entity in the tender. This means *inter alia* that each member of the consortia of firms or groups of service providers must specify the role, qualifications and experience of each of the members of the group.
The offer has to be signed by all members of the group. However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they must attach to the offer a power of attorney (see model in annex 7). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

The contract will have to be signed by all members of the group. If the members of the group so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (see annex 7) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liabilities towards the EACI for the performance of the contract as a whole.

Statements, saying for instance: “that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest”, or “that more than one contract should be signed if the joint offer is successful”, are thus incompatible with the principle of joint and several liability. The EACI will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

12 Subcontracting

In justified cases and subject to the approval by the EACI, the service provider may subcontract parts of the services.

Service providers must state what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors. Legal persons must provide a document containing a list of the professional qualifications of the subcontractor. Tenderers may not choose subcontractors other than those mentioned in the offers unless they obtain the prior written authorisation of the EACI. The overall responsibility for the work remains with the tenderer.

Service providers must ensure Article II.17 of the draft service contract can be applied to subcontractors. Once the contract has been signed, Article II.13 of the above-mentioned contract shall govern the subcontracting.

13 Form and content of the tender

13.1 General

Tenders must be written in one of the official languages of the European Union.

In order to speed up the selection process a summary in English would be preferred.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.). Tenders will be judged on the content of their written offers.

Tenders must be signed by the tenderer or his duly authorised representative.

Tenders must be perfectly legible so that there can be no doubt as to words and figures. In case of discrepancy between words and figures, words should prevail.

Tenders must include the following information:
- all the information and documents requested by the EACI in order to assess the tender. In order to help tenderers presenting a complete tender, a checklist of the documents to be submitted is provided in annex 8. This checklist does not need to be included in the tender but tenderers are encouraged to use it in order to ease the assessment of their tender;

- the price in euro;

- one specimen signature of an authorised representative and a statement confirming the validity of the tender (preferably in blue ink); For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced;

- the name of a contact person in relation to the submission of the offer.

### 13.2 How to submit a tender

Tenderers shall observe precisely the indications of the invitation to tender in order to ensure their tenders are admissible.

Evidence of timely submission by post or courier service will be constituted by the date of dispatch, the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late delivery will lead to the non-admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their offers are packed in such a way as to prevent any accidental opening during its mailing.

### 13.3 Structure of the tender

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

#### 13.3.1 Section One: Administrative proposal

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (annexes 2, 9 and 10).

- Tenderer's identification (see annex 2)

All tenderers must provide proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or provide a declaration or certificate.

If the tenderer is a natural person, he or she must provide a copy of the identity card or passport and proof that he or she is covered by the social security scheme as self-employed person.

Each tenderer (including subcontractors or any members of consortium or grouping) must complete and sign the identification forms in Annex 2 and provide the above mentioned information. However, the subcontractor(s) shall not be required to provide those evidences when the services represent less than 20% of the contract.
Tenderers and identified subcontractors that are already registered in the EACI’s accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- **Financial identification** (see annex 9)
The bank identification form must be filled in and signed by an authorised representative of the tenderer and his/her banker. A standard form is attached in Annex 9 and a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

In case of a grouping or consortia with a legal representative, this form has to be provided only by the tenderer heading the project.

- **Legal entities** (see annex 10)
The legal entity form in annex 10 must be filled in and should be accompanied by a number of supporting documents available on the web site

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

In the case of a grouping, this form must only be provided by the person heading the project.

Tenderers may choose between presenting a joint offer (see section 11 above) and introducing an offer as a sole contractor, in both cases with the possibility of having one or several subcontractors (see section 12 above).

Whichever type of offer is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract.

Subcontractors must provide a letter of intent, Annex 6, stating their willingness to provide the service foreseen in the offer and in line with the present tender specification. The EACI reserves the right, however, to request additional evidence in relation to the offer submitted for evaluation or verification purposes.

### 13.3.2 Section Two: Technical proposal

This section is of high importance in the assessment of the offers in the award procedure for the service contract.

- The award criteria set out in section 15.3 below define those parts of the technical proposal to which the tenderers must pay particular attention. The technical proposal should address all matters laid down in the sections 2, 3, and 4 above and should include models, examples and technical solutions to address the problems raised in the specifications. The technical proposal should also bring answers to all the questions listed in annex 1.

- Tenderers must present a general methodology/strategy and the organisation of work they will apply to the possible tasks under the specific contract. The level of detail of the tender will be important for the evaluation of the tender.

- In particular, tenderers should prove that they have the capabilities and experience to carry out the work.

- The technical proposal should include all information needed for the purpose of awarding the contract.
Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial offers. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Non-conformity with the technical specifications in sections 2, 3 and 4 will result in exclusion from award.

The technical specifications and the tenderer’s offer shall be integral parts of the contract and will constitute annexes to the contract.

13.3.3 Section Three: Financial proposal

All tenders must contain a financial proposal and the EACI will reject tenders where no technical or financial proposal is included.

The tenderer’s attention is drawn to the following points:

• Prices must be quoted in euro, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the offer because of the evolution of the exchange rate.

• Prices shall be fixed and include all expenses, such as travel expenses and daily allowances necessary for the performance of all tasks, and not subject to revision.

• For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer’s responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

• Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

• Prices shall not be conditional and be directly applicable by following the technical specifications.

• The financial offer must be formulated for the whole contract period.

• The reference price for the award of the contract shall consist of the amount in payment of the tasks executed, as stated in Article I.3 of the draft service contract. In any case, this amount constitutes the maximum amount payable for the services performed.

• For information purposes, the tenderer must specify on the financial overview template (cf. annex 5):
  
  For each category of staff to be involved in the project:

  - the hourly professional fees and total number of hours (person-hours) each member of staff will contribute to the project;

  - the total labour costs for each task of the project;

  - the total labour costs.

  For each organisation to be involved in the project:

  - the travel costs, indicating the unit price and the quantity;
- the subsistence costs, indicating the unit price and the quantity;
- the subcontracting costs and the breakdown per tasks;
- the other categories of costs.

- Offers involving more than one legal entity must specify the amounts for each legal entity.

The EACI reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions specified in the invitation to tender.

### 14 Opening and validity of tenders

#### 14.1 Validity of offers

Tenderers must be prepared to maintain their tenders for six months from the final date for the submission of tenders.

Requests for further information do not affect the deadline for submitting offers.

#### 14.2 Opening of offers

Tenders will be opened on 07/02/2014 at 10:00 at the Executive Agency for Competitiveness and Innovation (EACI), Office COV2 12/185, Place Rogier 16, B-1210 Brussels. The location of the EACI is described on: [http://ec.europa.eu/eaci/contact_en.htm#Ach](http://ec.europa.eu/eaci/contact_en.htm#Ach).

This opening session will be public. A representative of each tenderer may attend this opening. Tenderers wishing to attend are requested to notify their intention by sending an email at least 48 (forty-eight) hours in advance to the address given under point 8 of the invitation to tender. This notification shall be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening session on the tenderer's behalf.

### 15 Evaluation and award of contract

The evaluation will be based on the information provided in the tender. The EACI reserves the right to use any other information from public or specialist sources.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the service contract which will concern only admissible offers will be carried out in three successive stages.

The procedure foresees:

1. To check, on the basis of exclusion criteria, whether tenderers can take part in the tendering procedure;
2. To check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the previous stage;

3. To assess, in the third stage, on the basis of the award criteria, each offer which has passed the exclusion and selection stages.

15.1 Exclusion criteria (Article 106 of the Financial Regulation)

Tenderers will be excluded if:

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata;

(c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the EIB and international organisations;

(d) they are not in compliance with 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 performed;

(e) they or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;

(f) they are subject to an administrative penalty referred to in Article 109(1) [of the Financial Regulation].

The cases referred to section 15.1. e) above shall be the following:

(a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Union's financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);

(b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Union or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);

(c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);


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18 Article 106 of the Financial Regulation applicable to the general budget of the Union.
15.1.1 Other cases of exclusion (Article 107 Financial Regulation)

Contracts will not be awarded to tenderers who, during the procurement procedure:

a) are subject to a conflict of interest;

Tenderers must declare:

- that they do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;

- 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;

- 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.

The EACI reserves the right to check the above information.

b) are guilty of misrepresenting the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply that information;

c) find themselves in one of the situations of exclusion, referred to in paragraph 14.1 above for this procurement procedure.

15.1.2 Evidence to be provided by the tenderers

A/ When submitting their offers, each tenderer (including subcontractor(s) or any member of a consortium or grouping) must provide a declaration on their honour, duly signed (original signature required) and dated, stating that they are not in any of the situations mentioned above. For that purpose they shall complete and sign the form attached in Annex 3. Where the tenderer is a legal entity, they shall, whenever requested by the EACI, provide information on the ownership or on the management, control and power of representation of the legal entity.

B/ The tenderer to whom the contract is to be awarded shall provide (the future service provider), within 15 (fifteen) days following receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence specified below confirming the declaration referred to above:

○ The EACI shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in 15.1 a), b) or e) above, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
The EACI shall accept, as satisfactory evidence that the tenderer is not in the situation described in 15.1.d) above, a recent certificate issued by the competent authority of the Member State concerned.

Where the document or certificate referred to in (1) and (2) above is not issued in the country concerned, and for the other cases of exclusion described in 15.1.c) and e) 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 country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents mentioned in paragraphs 1, 2 and 3 above shall relate to legal and/or natural persons, including, if necessary, the developer, the company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

Where tenderers have doubts as to whether they are in one of the situations of exclusion, the EACI may itself apply to the competent authorities referred to in paragraph 3 to obtain any information it considers necessary about that situation.

The EACI may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 above if such evidence has already been submitted to it for the purpose of another procurement procedure provided that the issuing date of the documents does not exceed 1 (one) year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the EACI in a previous procurement procedure and confirm that no changes in his situation have occurred. The tenderer shall indicate in his tender all the reference necessary to allow the EACI services to check this evidence.

The EACI reserves the right to request any other document relating to the proposed tender for evaluation and verification purposes within a delay determined in its request.

15.1.3 Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and service providers who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the EU budget for a maximum of five years from the date on which the infringement is established as confirmed following and adversarial procedure with the service provider. That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

Candidates or tenderers who have made false declarations, have submitted substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded. Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question. The rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date on which the infringement is established as confirmed following and adversarial procedure with the service provider.

15.2 Selection criteria

Tenderers should read this section carefully and supply the specific documents and information requested and any other documents that they wish to include by way of clarification.
Tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required under this call for tender. For this purpose, tenderers must provide evidence of economic, financial, technical and professional capacity to perform the tasks required in this call for tenders.

For the economic and financial capacity, the tenderer should demonstrate sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, as well as sufficient turnover in relation to the tasks expected under this contract.

Regarding the technical and professional capacity, the tenderer should demonstrate a previous expertise and experience in carrying out the requested services, as well as the technical skills necessary to deliver the requested services.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal. The EACI may require that the economic operator and the other entities are jointly liable for the execution of the contract.

If several service providers are involved in the offer, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, the EACI reserves the right to request evidence of their economic and financial capacity if the tasks subcontracted represent a substantial part of the contract, even if it is less than 20% as specified below.

15.2.1 Economic and financial capacity
Tenderers must provide proof of their economic and financial capacity by means of the following documents:

a) a completed simplified financial statement form attached as annex 4 to these specifications;

b) the balance sheet and profit and loss account for the last three financial years for which the accounts have been closed;

c) a statement of overall turnover and turnover relating to the relevant services for the last three financial years.

This rule applies to all tenderers, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

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

The EACI may waive the obligation of providing the documentary evidence referred to in 15.2.1 a) – c) above if such evidence has already been submitted to it for the purpose of another procurement procedure, provided that they are still valid i.e., they comply with 15.2.1 a) – c) above. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the EACI in a previous procurement
procedure and confirm that they are still valid. The tenderer shall indicate in his tender all the references necessary to allow the EACI services to check this evidence.

The economic and financial capacity of the tenderers will be evaluated on the basis of the following criteria and methodology:

- **Quick ratio (a)**, computed as the ratio of current assets less inventory to current liabilities. It is a widely used indicator of an organisation's capacity to pay off short term liabilities through the realisation of its short term assets in the event of unforeseen cash shortages.

- **Interest coverage (b)**, computed as EBITDA\(^ {19} \) to net interest cost, to evaluate the organisation's capacity to remunerate debt providers.

- **EBITDA on revenue (c)**, to measure the cash profit margin.

- **EBIT\(^ {20} \) on revenue (d)**, to measure the operating profit margin.

- **Leverage ratio (e)**, computed as the ratio of liabilities to equity. It is an indicator about the exposure of a tenderer to swings in earnings – the higher its debt level, the higher the risk lower earnings would result in the inability to service debt;

The financial capacity is determined in two steps: first, grades are attributed based on the value of each ratio, and then the sum of the grades determines the financial risk category in which a tenderer falls.

<table>
<thead>
<tr>
<th>Grade</th>
<th>0</th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quick ratio (a)</td>
<td>i &lt; 50%</td>
<td>50% ≤ i ≤ 100%</td>
<td>i &gt; 100%</td>
</tr>
<tr>
<td>Interest coverage (b)</td>
<td>i &lt; 2,5x</td>
<td>2,5x ≤ i ≤ 3,3x</td>
<td>i &gt; 3,3x</td>
</tr>
<tr>
<td>EBITDA on revenue (c)</td>
<td>i &lt; 5%</td>
<td>5% ≤ i ≤ 15%</td>
<td>i &gt; 15%</td>
</tr>
<tr>
<td>EBIT on revenue (d)</td>
<td>i &lt; 2%</td>
<td>2% ≤ i ≤ 4%</td>
<td>i &gt; 4%</td>
</tr>
<tr>
<td>Leverage ratio (e)</td>
<td>i &gt; 6x or &lt; 0x</td>
<td>6x ≥ i ≥ 4x</td>
<td>i &lt; 4x and ≥ 0x</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total grade</th>
<th>0-3</th>
<th>4-5</th>
<th>6-10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk category</td>
<td>Unacceptable</td>
<td>Acceptable</td>
<td>Good</td>
</tr>
</tbody>
</table>

In addition the grades for the 3 (three) financial years provided are averaged to determine the risk category.

**Minimum attainment**

Service providers with an "Unacceptable " financial capacity, that is to say with an average score less than 4 will be deemed to be of insufficient economic and financial capacity and eliminated from further consideration.

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\(^{19}\) Earnings before interest, taxes, depreciation and amortization, which is equivalent to the cash profits generated by the usual operations of a company and a main source of funds to remunerate external capital providers.

\(^{20}\) Earnings before interest and taxes
In the case of a joint offer, the total grade of the consortium is the weighted average of the consortium members' total grades, in relation to the costs of the work performed by each organisation in the consortium.

15.2.2 Technical and professional capacity

Tenderers should demonstrate their degree of technical and professional capacity to carry out the requested tasks by providing information on each of the criteria referred to below. If several service providers/subcontractors are involved in the offer, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them.

By submitting a tender, a legal entity involved therein accepts the possibility of a check being carried out by the EACI on its technical capacities and, if necessary, on its facilities and quality control measures.

In view of the specific nature of the contract, the service provider or possibly subcontractors must provide:

- **a) Staff with a university degree and with at least** 5 years' experience of working on innovation and eco innovation issues at national, local and / or regional levels.
- **b) Staff with experience in using and constructing databases and excellent IT skills.**
- **c) A well proven professional track-record of managing multi-disciplinary teams, executing diverse and complex tasks within time and budget, as specified in the tender.**
- **d) Staff with excellent management capacities and excellent drafting skills in English.**

Tenders should include the following documents regarding previous expertise and experience in carrying out the requested services, and must also insert the relevant details from these documents into the table in Annex 1:

- the educational and professional qualifications of the firm's managerial staff and, in particular those of the person(s) who would be responsible for providing the services or carrying out the tasks, preferably using the European CV template available on [http://europass.cedefop.europa.eu](http://europass.cedefop.europa.eu).
- list of the main services provided during the last 3 (three) years indicating: key clients, typical values, brief descriptions, and the technical resources in place to provide these services;
- list of up to 5 on-going or recently completed project references, indicating the title, client, value, start date and duration, brief description, and summary of technical resources used;

If subcontracting of certain services is envisaged:

- a clear description of the services to be provided directly and those which will be or may be subcontracted;
- a description of the measures to ensure quality control of the services/products provided by the subcontractor(s);
- a description of the subcontractor(s) already proposed as part of tender.
15.3 Contract award criteria

The assessment method which will be used to determine the choice of the offer will be based on the quality of the tender, assessed through the criteria given below, on the basis of the economically most advantageous tender (quality/price ratio).

15.3.1 Quality of the tender

The tenders will be evaluated following the award criteria and maximum points outlined below, producing a total score of 100 points:

**Quality criterion 1 (20 points): Understanding of the scope of the project.** The following aspects are covered by this criterion:
- Appreciation and understanding of the key questions and objectives of the tender.
- Overall quality, completeness, clarity and presentation of the offer.

**Quality criterion 2 (60 points): Proposed methodology and tools** for each of the tasks described in sections 3, 4, and 5 above. The following aspects are covered by this criterion:
- Strategy for gathering, organising and structuring information from all projects concerned.
- Methodology for analysing and presenting the information, which has been collected.
- Strategy for answering the 8 key questions (see 3.2), drawing conclusions and making recommendations based on the information collected.

**Quality criterion 3 (20 points): Management approach.** The following aspects are covered by this criterion:
- Realistic and adequate resource and expertise allocation
- Strategy for managing the team and for meeting the project deadlines
- Strategy for ensuring a common approach by the team members to information gathering and analysis across all projects concerned
- Internal quality control mechanisms for key deliverables and overall progress

**Minimum attainment per criterion**

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

**Minimum attainment overall**

Offers scoring less than 70% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

15.3.2 Financial value of the tender

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

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

The price must be broken down into the following categories and annex:

(a) **Professional fees**: must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) and (d) below. The labour cost
for each category of staff engaged in the project must be specified. The hourly rate for labour of each member of staff and the total number of hours each member of staff will contribute to the work should be provided as well as a breakdown of the costs per tasks.

(b) Travel and Subsistence Costs: In the event of travel being necessary to carry out the duties specified in the tender.

(c) Subcontracting costs: In the event of subcontracting, the subcontracting costs should be specified and a costs breakdown per tasks should also be provided.

(d) Other Costs (if applicable): In the event of other costs, the other costs should be specified and a costs breakdown per tasks should also be provided.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence) as detailed in 13.3.3. Travel and subsistence expenses are not refundable separately. The annex 5 "Financial overview template" should be duly filled with all this information.

15.3.3 Award of the contract

The contract will be awarded to the tender offering the best value for money, which will be the one with the best quality-price ratio, taking into account the award criteria listed in section 15.3.1 and 15.3.2.

The quality/price ratio ("value for money") will be calculated by allocating a mark to each tender, applying the following formula:

\[
\text{Final Evaluation} = \frac{\text{Total number of points (quality of the tender)} \times 100,000}{\text{Total price (financial value of the tender)}}
\]

The resulting mark gives an indication of the quality of the services offered in relation to their price. The contract will be awarded to the tender, which achieves the highest mark (i.e. the most cost effective).

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, the EACI may decide to give a zero mark for the relevant qualitative award criteria.
16 Information to tenderers on the final evaluation

The EACI will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the EACI will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

17 Award of the contract

The procurement procedure is concluded by a service contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to above shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

After the award, during the information procedure, the EACI will request to the tenderer proposed for award the evidence on exclusion criteria defined in 15.1. If this evidence was not provided or proved to be unsatisfactory the EACI reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

18 Annexes

Annex 1: Technical evaluation checklist
Annex 2: Identification of the tenderer (details of the tenderer)
Annex 3: Declaration by the tenderer (form related to the exclusion criteria)
Annex 4: Simplified financial statement (form related to the selection criteria)
Annex 5: Financial overview template
Annex 6: Subcontractor's letter of intent
Annex 7: Power of attorney
Annex 8: Checklist of documents to be submitted
Annex 9: Financial identification form
Annex 10: Legal entity form
Annex 1 – Technical evaluation checklist

Organisation of the team

- Please explain your strategy for addressing the coverage of all projects in the evaluation, whilst ensuring both a cost effective and a technically consistent approach.
- Please explain which staff will work on the different tasks.
- Please explain your strategy for respecting the time-frame of the project.
- Please explain how you will provide the reports and documentation.

Organisation of the data collection and analysis

- Please explain how you will structure the data collection process, and the extent to which you will use paper questionnaires, telephone interviews, face to face discussions / visits, etc.
- Please ensure that you have addressed each of the points presented in the list of tasks (section 3), and shown how you will organise the work to be done efficiently.
- Please explain how you will adapt the methodology to derive realistic estimates of environmental and economic impacts when dealing with innovations of different nature (process, product, organisational, etc.).
- Please explain how you will adapt the methodology to derive realistic estimates of environmental and economic impacts when dealing with innovations at different stages of development (such as due to many projects being still ongoing during the execution of this evaluation project).
- Please explain the method(s) adopted to estimate monetary valuations of the physical environmental indicators in a reasonable and cost-effective manner.
- Please explain how you will organise the database of information collected, including the calculations required for deriving performance indicators and the aggregation of indicators, and the provisions taken to ensure future updatability of the database from the EACI.
- Please explain your strategy for guarantying that all the content is independent of special interests, whether private or national.
- Please explain your approach to ensure that there are no restrictions based on confidentiality and/or intellectual property rights from any third party due to the publication of all documents and tools relative to this tender.

Organisation of the synthesis

- Please explain how you will use the results of the data collection and analyses tasks to answer the 8 key questions posed for evaluation.
- Please explain your approach to organise the analysis along the different sections of the required multidimensional analysis (sectors, areas) while ensuring comprehensiveness, consistency and user-friendliness.
• Please explain how you will ensure the overall consistency and quality of the assessment.

• Please explain how you will translate the synthesis information into policy relevant insights and recommendations.

• Please explain where you see possible difficulties in carrying out this work.
# Annex 2: Identification of the tenderer

*(to be completed by the tenderer)*

**Call for tenders EACI/ECO/2013/001**

<table>
<thead>
<tr>
<th>Identity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
</tr>
<tr>
<td>Legal status of the tenderer</td>
</tr>
<tr>
<td>Date of registration</td>
</tr>
<tr>
<td>Country of registration</td>
</tr>
<tr>
<td>Registration number</td>
</tr>
<tr>
<td>VAT number</td>
</tr>
<tr>
<td>Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance)(^1)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of registered office of tenderer</td>
</tr>
<tr>
<td>Where appropriate, administrative address of tenderer for the purposes of this invitation to tender</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname:</td>
</tr>
<tr>
<td>First name:</td>
</tr>
<tr>
<td>Title (e.g. Dr, Mr, Ms):</td>
</tr>
<tr>
<td>Position (e.g. manager):</td>
</tr>
<tr>
<td>Telephone number:</td>
</tr>
<tr>
<td>Fax number:</td>
</tr>
<tr>
<td>E-mail address:</td>
</tr>
</tbody>
</table>

\(^1\) For natural persons
## Legal Representatives

<table>
<thead>
<tr>
<th>Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties</th>
</tr>
</thead>
</table>

### Declaration by an authorised representative of the organisation

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

<table>
<thead>
<tr>
<th>Surname:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First name:</td>
<td></td>
</tr>
</tbody>
</table>

---

Your tender will be processed by computer. All personal data (such as names, addresses, CVs, etc.) will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 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. Your replies to the questions in this form are necessary in order to assess your tender and they will be processed solely for that purpose by the department responsible for the public procurement concern. On request, you may have access to your personal data and have them rectified provided that they are incorrect. For any question relating to these data, please contact the controller of the processing operation, Mr Beatriz Yordi at: Beatriz.Yordi@ec.europa.eu. Tenderers may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time.

If, at any stage of the administrative treatment of tender or grant applications, the persons or entities concerned consider that they have been affected by an instance of maladministration, they may, irrespective of any other means of redress, make a complaint to the European Ombudsman in accordance with Article 228 of the Treaty on the Functioning of the European Union as provided by the Parliament Decision of 9 March 1994 on the regulations and general conditions governing the performance of the Ombudsman's duties (OJ L 113 of 4 May 1994) and amended by decision of 14 March 2002 (OJ L 92, 9.4.2002, p. 13).

---

This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.
Annex 3: Declaration by the tenderer

Each service provider, including subcontractor(s) or any member of a consortium or grouping, must sign this declaration

Call for tenders EACI/ECO/2013/001

Declaration of honour with respect to the exclusion criteria and absence of conflict of interests

The undersigned [name of the signatory of this form, to be completed]:

- in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator 21)
  - or
- representing (if the economic operator is a legal person)

official name in full (only for legal person):

official legal form (only for legal person):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity detrimental to the Union’s financial interests;

21 To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see Article 143 (4) of the Rules of Application of the Financial Regulation).
f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

  g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
  h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
  i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
  j) 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 award of the contract;
  k) that the information provided to the EACI/Commission within the context of this invitation to tender is accurate, sincere and complete;
  l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

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

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

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

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under Articles 141 and 145 of the Rules of Application (Commission Delegated Regulation 1268/2012 of 29/10/12), which may be applied if any of the declarations or information provided prove to be false.

Full name ____________________________ Date __________ Signature__________

22 Original signature required, e.g. use blue ink
Annex 4: Simplified financial statement

The “Simplified Financial Statement” Excel table provided on [http://ec.europa.eu/environment/eco-innovation/apply-funds/public-procurements/index_en.htm](http://ec.europa.eu/environment/eco-innovation/apply-funds/public-procurements/index_en.htm) should be completed by each tenderer, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

A print-out of the completed form should be included in the sealed envelope containing the offer, the required documents and the balance sheets and profit and loss account.

An electronic version should also be submitted by e-mail by each service provider individually to [astrid.geiger@ec.europa.eu](mailto:astrid.geiger@ec.europa.eu). The subject line of the e-mail should be:

![Screenshot of the "Simplified Financial Statement" form](image-url)
General Comments:

- The tenderer must complete the financial overview template in its entirety for the services concerned. Prices must be stated in EUR, excluding VAT. The document is provided on: [http://ec.europa.eu/environment/eco-innovation/apply-funds/public-procurements/index_en.htm](http://ec.europa.eu/environment/eco-innovation/apply-funds/public-procurements/index_en.htm)

- The tenderer is free to mention separately, for example by means of an additional financial overview document, the unit price of any other category of personnel or equipment not indicated, which is considered useful for carrying out the requested tasks. However, it should be noted, that this additional information will not be included in calculating the financial value of the offer. In addition, the EACI reserves the right to accept or refuse these additions before the service contract is concluded.

### Screenshot of the “financial overview template” form
Call for tenders EACI/ECO/2013/001

The undersigned:

Name of the company/organisation:

Address of the registered office:

Hereby declares the intention to collaborate in the execution of the tasks subject to the above call for tenders, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to _____________________ (name of the tenderer).

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tenders, and in particular Article II.18 of the draft service contract in relation to checks and audits.

Done at ……………………………. on………………………………….

Name of organisation………………………………….

Name / first name of legal representative………………………………….

Signature:
Annex 7: Power of attorney

MODEL 1 – (Designating one of the companies of the group as leader and giving a proxy to it)

Agreement / Power of Attorney

We the undersigned:
– Signatory 1 (Name, Function, Company, Registered address, VAT Number)
– Signatory 2 (Name, Function, Company, Registered address, VAT Number)
– Signatory N (Name, Function, Company, Registered address, VAT Number),
Each of them having the legal capacity required to act on behalf of his/her company,

HEREBY AGREE AS FOLLOWS:

(1) In case the EACI awards Contract .... (« the Contract ») to Company 1, Company 2, ..., Company N (« the Group Members »), based on the joint offer submitted by them on ... .... for the provision of services for ... («the Services »).

(2) As co-signatories of the Contract, all the Group Members:
   (a) Shall be jointly and severally liable towards the EACI for the performance of the Contract.
   (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.

(3) To this effect, the Group Members designate Company X as Group Leader. [N.B.: The Group Leader has to be one of the Group Members]

(4) Payments by the EACI related to the Supplies or the Services shall be made through the Group Leader’s bank account. [Provide details on bank, address, account number, etc.].

(5) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks:
   (a) The Group Leader shall sign any contractual documents — including the Contract and any amendment thereto — and issue any invoices related to the Services on behalf of the Group Members.
   (b) The Group Leader shall act as single point of contact for the EACI in connection with the Services to be provided under the Contract. It shall co-ordinate the provision of the Services by the Group Members to the EACI, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the EACI’s express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the EACI in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the EACI’s consent.
Signed in ............ on ............ ........
Name
Function
Company
(Repeat for each company)

MODEL 2 - (Creating the group as separate entity, appointing a group manager and giving a proxy to him/her)

Agreement / Power of Attorney

We the undersigned:

– Signatory 1 (Name, Function, Company, Registered address, VAT Number)
– Signatory 2 (Name, Function, Company, Registered address, VAT Number)
– Signatory N (Name, Function, Company, Registered address, VAT Number),
Each of them having the legal capacity required to act on behalf of his/her company,

HEREBY AGREE AS FOLLOWS:

(1) In case the EACI awards Contract .... (« the Contract ») to Company 1, Company 2, ..., Company N (« the Group Members »), based on the joint offer submitted by them on ... ...... for the provision of services for ... («the Services »).

(2) As co-signatories of the Contract, all the Group Members:

(a) Shall be jointly and severally liable towards the EACI for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.

(3) To this effect, the Group Members have set up under the laws of ........ the Group ...... («the Group »). The Group has the legal form of a......... [Provide details on registration of the Group: VAT Number, Trade Register, etc.].

(4) Payments by the EACI related to the Services shall be made through the Group’s bank account. [Provide details on bank, address, account number, etc.].

(5) The Group Members appoint Mr/Ms ...... as Group Manager.

(6) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Services. This mandate involves in particular the following tasks:

(a) The Group Manager shall sign any contractual documents — including the Contract and any Amendment thereto — and issue any invoices related to the Services on behalf of the Group Members.

(b) The Group Manager shall act as single point of contact for the EACI in connection with the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Services by the Group Members to the EACI, and shall see to a proper administration of the Contract.
Any modification to the present agreement / power of attorney shall be subject to the EACI’s express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the EACI in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the EACI’s consent.

Signed in .......... on ............ .......... 

Name
Function
Company

(Repeat for each company)
# Annex 8: Checklist of documents to be submitted

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ✓) depending on the role of each economic operator in the tender (coordinator/group leader in joint offer, partner in joint offer, single service provider, main service provider, subcontractor).

Some of the documents are only relevant in cases of joint offers or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

<table>
<thead>
<tr>
<th>Spec. reference</th>
<th>Description</th>
<th>Single contractor</th>
<th>Subcontractor</th>
<th>Coordinator or group leader in joint offer</th>
<th>Partner in a joint offer</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.3.1</td>
<td>Tender Identification form (annex 2)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.1.2</td>
<td>Declaration of the tenderer (annex 3)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.2</td>
<td>Evidence of economic and financial capacity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ Completed simplified financial statement (annex 4)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ Balance sheet and profit &amp; loss account for the last 3 financial years</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ Statement of overall turnover and turnover relating to the relevant services for the last 3 financial years</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.2.2</td>
<td>Evidence of technical and professional capacity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ CV's of the staff responsible for providing the services</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ List of the main clients and services provided during the last 3 years</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ List of 5 ongoing or recently finished relevant projects</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ List of staff demonstrating the linguistic capacity of the tenderer to perform the requested services</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If subcontractors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ Description of the services to be subcontracted</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>○ Description of the subcontractor(s) already selected</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.3</td>
<td>Technical offer</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annex 1</td>
<td>○ Technical evaluation checklist (annex 1)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.3</td>
<td>Financial offer and overview template (annex 5)</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.3.1</td>
<td>Legal entity form</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.3</td>
<td>Financial identification form</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Subcontractors representing less than 20% of the contract are not obliged to provide evidence of their economic and financial capacity.
Annex 9: Financial Identification form

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model and that a specific form for each Member State is available at the following Internet address:
<table>
<thead>
<tr>
<th><strong>ACCOUNT NAME</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>ACCOUNT NAME(1)</td>
</tr>
<tr>
<td>ADDRESS</td>
</tr>
<tr>
<td>TOWN/CITY</td>
</tr>
<tr>
<td>COUNTRY</td>
</tr>
</tbody>
</table>

**CONTACT**

**TELEPHONE**

**FAX**

**E-MAIL**

**BANK**

<table>
<thead>
<tr>
<th>BANK NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRANCH ADDRESS</td>
</tr>
<tr>
<td>TOWN/CITY</td>
</tr>
<tr>
<td>COUNTRY</td>
</tr>
</tbody>
</table>

**ACCOUNT NUMBER**

**IBAN(2)**

**REMARKS:**

**BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE**

(Both Obligatory(3))

**DATE + SIGNATURE ACCOUNT HOLDER:**

(Obligatory)

DATE: _

---

(1) The name or title under which the account has been opened and not the name of the authorized agent.

(2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated.

(3) It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank’s representative are not required. The signature of the account-holder is obligatory in all cases.
Annex 10: Legal entity form

Complete the legal entity form, which should be accompanied by a number of supporting documents, available on the Web site:

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

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

In the case of grouping, this form must only be provided by the person heading the project.