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DIRECTORATE-GENERAL  
ENVIRONMENT  
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ENVIRONMENT  
Circular Economy & Green Growth  
ENV.B.2 – Sustainable Chemicals

Directorate **xxx - xxx**  
Unit **xxx - xxx**

## **CALL FOR TENDERS**

ENV.B2/ETU/2020/0029/MV

**The use of PVC (Poly Vinyl Chloride) in the context of a non-toxic environment**

## **TENDER SPECIFICATIONS**

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## **1. INFORMATION ON TENDERING**

### **1.1. Participation**

Participation in this tender procedure is restricted to the invited candidates only.

For British candidates or tenderers:

Please be aware that following the entry into force of the EU-UK Withdrawal Agreement\* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as including natural or legal persons residing or established in the United Kingdom. UK residents and entities are therefore eligible to participate under this call.

\* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community

### **1.2. Contractual conditions**

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

### **1.3. Compliance with applicable law**

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>1</sup>.

### **1.4. Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

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<sup>1</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

### **1.5. Subcontracting**

Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers are required to identify all subcontractors and provide an indication of the proportion of subcontracting. See Annex 2, questionnaire for joint bids and subcontracting.

During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of the Contracting Authority.

### **1.6. Structure and content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.7)

Part B: Non-exclusion (see section 2.2)

Part C: Selection (see section 2.3)

Part D: Technical offer (see section 3)

Part E: Financial offer (see section 2.6)

### **1.7. Identification of the tenderer**

The tender must include a cover letter signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure. Coherence must be ensured between the information in the cover letter and in Annex 1.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney. The signed powers of attorney must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent signed by an authorised representative stating their willingness to provide the service presented in the tender and in line with the present tender specifications.

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with [Commission Recommendation 2003/361/EC](#). This information is used for statistical purposes only.

All tenderers (including all members of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. The form is available on:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

## **2. EVALUATION AND AWARD**

### **2.1. Evaluation steps**

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

### **2.2. Verification of non-exclusion**

All tenderers must provide a declaration on honour (see Annex 5), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring, at any point during the procedure, the supporting documents listed in the declaration on honour.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

### **2.3. Selection criteria**

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

#### **2.3.1. Declaration and evidence**

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 5), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them individually. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see section 2.2) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the declaration on honour and evidence submitted for the legal and regulatory, financial and economic and technical and professional capacity of the tenderers.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

### **2.3.2. Legal and regulatory capacity criteria and evidence**

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:

- 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 applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

### **2.3.3 Economic and financial capacity criteria and evidence**

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. The tenderer must comply with the following selection criteria:

Annual turnover of the last two financial years above EUR 260 000 (two hundred sixty thousand euros), this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group and identified subcontractors in case of a joint tender.

**On request from the contracting authority, the tenderer should be able to provide the following evidence at short notice.**

- Copy of the profit and loss accounts for the last two years for which accounts have been closed from each concerned legal entity;
- Failing that, appropriate statements from banks;
- If applicable, evidence of professional risk indemnity insurance.

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



### **2.3.4 Technical and professional capacity criteria and evidence**

#### **a. Criteria and evidence relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below:

The project references indicated below consist of a list of relevant services provided (i.e. fully delivered) in the past three years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

- **Criterion A1:** The tenderer must prove experience in the field of plastics policy and industrial practice as well as in polymer engineering. Experience in carrying out life cycle assessments is necessary, as well as in survey techniques, data collection, statistical analyses, drafting reports and recommendations. The tenderer must have experience in waste management, notably in recycling and he must be familiar with the EU policy in the context of circular economy, the Green Deal and the Circular Economy Action Plan 2.0.

**Evidence A1:** The tenderer must provide references for 2 projects delivered in these fields in the last three years with a minimum value for each project of € 100 000.

- **Criterion A2:** The tenderer must prove capacity to work in 3 EU official languages including at least English and German.

**Evidence A2:** The tenderer must provide references for 2 projects delivered in the last three years showing the necessary language coverage.

- **Criterion A3:** The tenderer must prove capacity to draft reports in English.

**Evidence A3:** The tenderer must provide one document of at least 10 pages (report, study, etc.) in this language that it has drafted and published or delivered to a client in the last two years. The verification will be carried out on 5 pages of the document.

**In order to prove their capacity, the tenderer must submit with its tender the evidence listed above.**

#### **b. Criteria and evidence relating to the team delivering the service:**

The team delivering the service should include, as a minimum, the following profiles:

**Criterion B1 - Project Manager:** At least 10 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of at least € 100 000 and coverage of at least 10 countries covered, with experience in management of teams of at least 10 people.

**Evidence B1: CV**

**Criterion B2 - Language quality check:** At least 3 members of the team should have at least C1 level in the Common European Framework for Reference for Languages<sup>2</sup> in English and German.

**Evidence B2:** A language certificate or past relevant experience.

**Criterion B3 - Experts in** polymer engineering, waste management and recycling and circular economy: Relevant higher education degree or equivalent professional experience and at least 5 years' professional experience in the field.

**Evidence B3: CV**

**Criterion B4 - Team for data collection:** Collectively the team of at least 3 people should have knowledge of the following EU languages: English, French, German and proven experience of 5 years in data collection techniques.

**Evidence B4:** CV and a language certificate or past relevant experience.

**In order to prove their capacity, the tenderer must submit with its tender the evidence listed above.**

**2.4. Compliance with the minimum requirements**

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

**2.5. Award criteria**

The contract will be awarded to the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

A maximum of 65 points will be attributed to criterion 1, a maximum of 25 points will be attributed to criterion 2, and a maximum of 10 points will be attributed to criterion 3. In addition a minimum threshold will be set up under this system of points:

**Technical sufficiency levels:** Selected companies will have to score a minimum of 35, 15 and 5 points under criteria 1, 2 and 3 respectively, with a minimum total of 65 points.

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<sup>2</sup> See [http://www.coe.int/t/dg4/linguistic/Cadre1\\_en.asp](http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp)

Assessment of the tenders will focus on the quality of the proposed services therefore tenderers should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

### **1 Quality of the proposed methodology (65 points – minimum 35 points)**

The degree to which the methodology shows the capacity to analyse, review and evaluate documents and figures, in accordance with the needs of the contracting authority will be assessed under this criterion. Furthermore the tender must demonstrate the capacity to resolve the questions underlying in the tender in a realistic and well-structured way, as well as demonstrate that the methods proposed are suited to the needs set out by the Commission in the Technical Specifications (see part 3).

### **2 Organisation of the work and allocation of resources (25 points – minimum 15 points)**

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer and not simply as part of the financial offer.

### **3 Quality control measures (10 points – minimum 5 points)**

This criterion will assess the quality control system applied to the service foreseen in these tender specifications concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of a member of the team. The quality control system should be detailed in the tender and specific to the tasks at hand; a generic quality control system will result in a low score.

#### **2.5.1 Ranking and Award**

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

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

- All bids that do not reach the stated technical sufficiency levels for each individual award criteria will not be considered for contract award.

- All bids that have passed the individual levels and score 65 or higher are deemed to be technically sufficient. Then the price is divided by the total number of points awarded to obtain the price-quality ratio. The award of the contract will be made in accordance with the lowest ratio.

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

## **2.6. Financial offer**

The maximum budget allocated to this contract is fixed at € 130 000 (one hundred and thirty thousand euro) excluding VAT (including fees, travel and all other costs. **Travel and subsistence expenses should be part of the lump sum and will not be refunded separately**). Any offers received that do not respect this maximum budget will be automatically excluded from the evaluation procedure. For guidance purposes see Annex 3.

The price for the tender must be quoted in euro. 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 amount of VAT may be shown separately.

## **3. TECHNICAL SPECIFICATIONS**

### **3.1. Context/general information**

PVC continues to stimulate policy discussions in terms of the additives it contains but also with regard to its end of life treatment.

Heavy metals, phthalates, flame retardants and other additives are used in rigid and flexible PVC applications in articles, some of them with a long service life. This may clash with the aim to minimise the use of hazardous substances in products as well as with the aim to obtain toxic-free material cycles. In some cases, on industry request, substances restricted in primary materials have been allowed in higher concentrations in recycled PVC by means of derogations. For example, this was the case with DiEthylHexyl Phthalate (DEHP) and cadmium. A similar derogation proposed for lead is still under discussion because the European Parliament in its Resolution of 13.1.2020 (2019/2949(RPS))<sup>3</sup> opposed the draft Commission Regulation amending Annex XVII to Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) as regards lead and its compounds in PVC. The Parliament's main

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<sup>3</sup> [https://www.europarl.europa.eu/doceo/document/B-9-2020-0089\\_EN.html](https://www.europarl.europa.eu/doceo/document/B-9-2020-0089_EN.html)

argument was that any recovery of waste PVC should not lead to the carry-over of lead compounds into a new generation of products.

PVC has for long been under particular scrutiny, for the environmental and human health impact its production and use causes and in particular for its end of life treatment. Still low recycling rates and specific problems in incineration or even landfilling are a continuous concern. According to figures relating to Germany only, for 2018 around 27% of post-consumer PVC was recycled, 72% incinerated and 1% was landfilled. While in most Member States there is no landfill ban for plastic - in Germany a factual ban has been in place since 2015 - the newly amended Landfill Directive will no longer allow landfilling of separately collected plastic waste as of the end of the transposition period. Therefore it can be expected that currently higher PVC landfill rates will go down across the EU. However, as incineration capacity in most Member States is still low<sup>4</sup>, new pressure on end of life treatment arises. Incineration is problematic due to the high chlorine content requiring specific precaution in flue gas cleaning and heavy metals emissions. Landfilling leads to risks in leachate of phthalates and hazardous flame-retardants.

The 2000 Commission Green Paper on “Environmental issues of PVC”<sup>5</sup> triggered a Union wide discussion on the use of PVC and lead to the industry initiative Vinyl+ committing to gradually increasing mechanical recycling of PVC up to 800.000 t p.a. by 2020.

A significant number of PVC related studies were carried out<sup>6</sup>. They explored inter alia:

- the pros and cons of recycling PVC with DEHP
- the behaviour of PVC in landfills
- the influence of PVC on quantity and hazardousness of flue gas residues from incineration
- mechanical recycling of PVC waste
- the economic evaluation of PVC waste management
- chemical recycling of PVC waste
- legacy additives in rigid PVC, looking at recycling and circular economy in the EU
- life cycle assessment of PVC and competing materials

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<sup>4</sup> For more details, see: Assessment of waste incineration capacity and waste shipments in Europe, EEA 2017.  
<https://www.eionet.europa.eu/etcs/etc-wmge/products/etc-reports/assessment-of-waste-incineration-capacity-and-waste-shipments-in-europe>

<sup>5</sup> Green paper on PVC from 26.7.2000, COM (2000) 469 final

<sup>6</sup> As these studies were not published, links will be provided to the contractor upon signature of the contract.

- The CleaR project developing a methodology for addressing chemicals of concern within restriction processes.<sup>7</sup>
- A study on substances of concern in plastic and their effects on disposal and recovery<sup>8</sup>.

The contractor will have to build on the existing studies<sup>9</sup> as well as on the PVC Green Paper where these studies are referenced and complement this knowledge base with the latest available information.

Two thirds of PVC in Europe is used in the building sector, mostly for windows and other profiles<sup>10</sup>, roofing, flooring, pipes and fittings, cables. PVC is also used in the transport sector, automotive, medical devices and, to a much lesser extent, toys and packaging with and without food contact.

In recent years, EU PVC production has been increasingly under pressure from China, the US and the Middle East where production costs are so much lower that EU manufacturers have difficulties to compete. In 2017 the market share of PVC production worldwide was 63,8% in Asia, 15,9% in Europe, 15,8% in the US. By 2022 a massive expansion is expected in China, which will considerably narrow the market for EU PVC production.<sup>11</sup>

Due to these market conditions it is time to take stock of the uncertainties surrounding PVC production itself as well as recycling with regard to the legislation on chemicals and the question to what extent PVC, in particular recycled PVC containing legacy hazardous substances should in future play a role in the context of the European Green Deal. Particular attention shall be paid to the context of the circular economy and the discussion around a sustainable product policy initiative put forward as a flagship initiative in the Circular Economy Action plan 2.0<sup>12</sup>.

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<sup>7</sup> <https://op.europa.eu/en/publication-detail/-/publication/26e22c04-5b62-11e9-9c52-01aa75ed71a1/language-en/format-PDF/source-139377604>

<sup>8</sup> <https://www.bmu.de/themen/forschung-foerderung/forschung/forschungs-und-entwicklungsberichte/details/sachstand-ueber-die-schadstoffe-in-kunststoffen-und-ihre-auswirkungen-auf-die-entsorgung/>

<sup>9</sup> Further studies are referred to the annex

<sup>10</sup> Vinyl+, PVC recycling technologies, 2015, p 7, Rambol, loc. cit, p. 109-114.

<sup>11</sup> Source EuPC 2017, [www.polyglobe.net](http://www.polyglobe.net)

<sup>12</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52020DC0098&from=EN>

### 3.2. Objectives of the contract

The objective of the contract is to explore the current status of PVC production, use and end of life options in the EU, but also globally. It is essential to give an overview about the most common virgin and recycled PVC applications, their volumes and their specific problems during production, transport, use and their end of life phase, such as health and safety issues, transport loss, legacy additives of high concern and emissions of additives during and after use. It is essential to differentiate between primary and secondary PVC with their different concerns.

The contractor shall also explore how to accommodate recycling of PVC containing legacy additives. Among all plastics, PVC has the highest single proportion of additives of concern. A recent study has identified 147 substances, qualified by their different levels of concern.<sup>13</sup> Recycling of PVC has to be reconciled with the objectives of an environment free of hazardous substances, taking into account the ongoing work on a chemical strategy for sustainability. Aspects of climate change and the objective to save natural resources shall be equally taken into consideration as well as the currently available disposal options, landfill and incineration.

Sorting technologies able to separate PVC waste with legacy contamination should be analysed. Decontamination options during a recycling process shall be explored and in particular chemical recycling shall be taken into consideration. The economic constraints of mechanical as well as of chemical recycling shall be taken into account and a projection shall be made as to the development of PVC recycling in Europe until 2050. This projection shall be contrasted with the expected growth in production for the same period.

The contractor will also explore which alternatives to PVC applications are currently available on the global and the EU market and compare them with mainstream applications such as window frames, indoor flooring and pipes using other material than PVC. This comparison shall be done in the form of a simplified life cycle assessment considering material consumption, recyclability, toxicity and CO<sub>2</sub> emissions. When highlighting the alternatives for current PVC applications, alternatives used before PVC came onto the market shall also be looked into. For instance, window frames used to be made exclusively of wood. Modern production methods today may allow to make from this sustainable material high tech and long life products.

The contractor shall describe and evaluate exhaustively end of life options such as recycling, incineration and landfilling, taking into account GHG emissions as well as the costs associated with each of the different options.

Specific consideration shall be given to PVC in medical applications, their end of life treatment and the problems associated with it as well as the options for substituting PVC with alternative materials.

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<sup>13</sup> Rambol, loc. cit., p. 80.

The processes and the costs associated with cleaning legacy additives from recyclable PVC are to be assessed against the benefits of recycling, such as savings of virgin raw materials and GHG emissions.

PVC recycling shall be described with a view to chemicals legislation and waste legislation, in particular with its prohibition of dilution, and the contractor will need to look into potential constraints this legislation may put to recycling. This should include consideration of splitting the PVC waste fraction into two or more separate streams, depending on the legacy substance content. The contractor shall develop proposals to adequately manage the risk of PVC recycling without surpassing contamination thresholds established for virgin PVC.

A PVC phase out scenario shall be considered. This shall estimate and quantify the savings of additives and qualify the advantages of reduced human and environmental exposure to additives used in PVC that are bound or not bound into the polymer matrix<sup>14</sup> that may influence its migration rate in particular into ambient air and its release in organism or human body after ingestion.

### **3.3. Description of the tasks**

The contractor is requested to provide a detailed work plan and carry out the following tasks:

#### **Task 1      General market analysis**

The Contractor shall analyse the EU and World PVC market. This analysis, after having established a baseline scenario, shall be put into a historical context and extrapolate the development until 2050. The analysis includes the detailed description of PVC applications, underpinned by figures, it will identify the main producers by region and extrapolate future development. It shall also look into alternatives to PVC on the market by application and into end of life treatment of PVC in the EU and other world regions with particular attention to PVC recycling with a quantitative assessment. Incineration and landfill shall also be taken into account. It will also be important to analyse the volumes of waste PVC arising from uses reaching the end of their service life between now and 2050.

The economy of PVC shall be comprehensively described with reference to market distortions due to price differences for raw materials and energy as well as different environmental standards as applied in different world regions. As far as possible, a foresight for the prospects of PVC production in the EU shall be made.

The import of articles made of PVC and PVC as such (i.e., pellets/powder) into the EU by specific application shall be quantified and specified by country of origin. The occurrence and quantification of substances of concern (lead, cadmium, phthalates) that those imports contain shall be established, also extrapolating how imports will evolve till 2050.f

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<sup>14</sup> Ramboll, loc. cit., p. 137. DEHP and other phthalates are not bound into the polymer matrix and are gassing out over the whole use phase of the PVC material.



Where PVC imports have been subject to or are under investigation for anti-dumping practices, this shall also be highlighted and described in more detail.

## **Task 2           The chemistry of PVC**

The purpose of this task is to highlight the specificities of PVC in contrast to other plastics for the same or similar purpose. It shall help to understand the specific behaviour of PVC and its most used additives, in particular flame retardants and stabilizers, during production, use and the end of life phase. To this end the contractor shall make use of the result of the “*Mapping Exercise – Plastic additives initiative*” (PLASI) from ECHA.<sup>15</sup>

Additives are not chemically bound to the polymer matrix of PVC and therefore available to migration into human or environmental compartments<sup>16</sup>. Therefore the use of additives in PVC shall be comprehensively described, including the migration of such additives when used in products in all the life stages and their risk management as far as described in literature. Specific attention shall be paid to the exposure of vulnerable groups, such as children, for instance through exposure to emissions from PVC flooring<sup>17</sup>. It is understood that dominating Chinese imports do introduce additional uncertainty as to specific additives.

Information on the classification of different mixtures of PVC with its additives as placed on the market should be collected. It should be assessed if the suppliers of such mixtures (e.g. PVC pellets/powder) take into account the concentration/percentage of hazardous additives for the classification, in accordance with the Classification, Labelling and Packaging Regulation (CLP). If a reference to the lack of bioavailability of such additives is used as an argument to not classify the PVC mixture, in accordance with Article 12(b) of the CLP Regulation, the availability of conclusive scientific experimental data showing that the additives are not biologically available should be assessed.

In addition, the contractor shall assess the bio-availability of additives during the full life cycle of PVC products from production, use and end of life but also during transport, loss and handling of PVC pellets or powder for conversion. Where PVC is still today used in food contact this aspect shall be specifically highlighted with its specific associated risks.

## **Task 3           PVC recycling, status quo and developments**

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<sup>15</sup> <https://echa.europa.eu/en/mapping-exercise-plastic-additives-initiative>

<sup>16</sup> Ramboll, loc. cit., p. 18.

<sup>17</sup> These risks were addressed in the recent restriction of DEHP, DBP, DIBP and BBP under REACH. <https://pbs.twimg.com/media/EcTbwypXsAAcPeQ.jpg>

The purpose of this task is to give an overview and transparent picture about PVC recycling today and the near future, its market conditions and its capacity of being a sustainable material with regard to its recyclability and other end of life treatment.

The history of PVC recycling needs to be explored and industry pledges, such as Vinyl<sup>+</sup> have to be scrutinized. The contractor will produce a quantitative analysis of the input material for the recycling process, differentiated by source (off-cuts, production waste, post-consumer waste). The potential for the Vinyl<sup>+</sup> commitment to recycle by 2020 800.000 t of PVC waste annually and more in the ensuing years, shall be assessed in relation to virgin accumulating PVC production and import in the EU. The contractor will also collect reliable data on the percentage of recycling in relation to virgin production.

Different recycling options have to be described, including mechanical recycling (with or without creation of two or more sub-fractions of PVC, depending on e.g. Pb-content) and chemical recycling. The energy consumption profile compared to virgin production shall be assessed. Particular attention shall be paid to the terminology of “recycling”, differentiating between “downcycling” into material of lower value than virgin and “upcycling” into material of equivalent or higher value than virgin. Both alternatives must be quantifiable. The contractor should also collect information on examples of “closed loop” recycling.

The economic constraints for PVC recycling need to be explored and contrasted to technical constraints.

PVC recyclate shall be assessed under the aspect of its potential for a circular economy, highlighting any technical implications when using recyclate in a virgin production process. What is the average use ratio between virgin material and recyclate in a new product? How often can PVC be recycled and how does the recycling process affect material properties? It is important to note that PVC mechanical recycling is not an “alternative” option to landfill or incineration, as PVC cannot be recycled forever and ultimately ends up for disposal.

The contractor shall describe in detail the effect of comingling of PVC and other plastics in the collection, sorting and recycling process. Does PVC in co-mingled post-consumer waste collection pose a problem by cross contaminating other plastic waste streams, such as e.g. PP or PE (HDPE)? In that context collection and sorting processes must be described in view of possible cross contamination.

Specific decontamination techniques shall be described and their related costs shall be established.

#### **Task 4 Disposal options for PVC**

Mechanically recycled PVC ultimately has to be disposed of after so many turns. The contractor shall therefore examine and describe the major quantitative disposal routes in respect to different practices in Member States. Where information is available, knowledge about irregular disposal (dumping) should also be highlighted.

Leaching behaviour of PVC in landfills shall be described and quantified where possible, including by solid estimates.

Specific regard needs to be taken towards burning (arson) of plastic waste including PVC as PVC is known for generating higher rates of dioxins due to its chlorine content when burned

under uncontrolled conditions. Waste burning (arson) has become a frequent phenomenon in recent years, mainly in Italy with yearly more than 300 fires in waste transfer stations or recycling facilities, well documented through publically available sources. Waste burning is also becoming a more widespread phenomenon in Poland and other Member States as disposal pressure is mounting. The pollution engendered when PVC is present shall be taken into consideration, specifically looking into dioxins. Where such information is available, dumping of construction and demolition waste rich in PVC, including in coastal areas, shall be considered as it is not an uncommon practice in some Member States.

As part of this exercise, the contractor shall also quantify the incineration of PVC in different classes of waste incineration facilities, but also in co-incineration facilities, cement kilns and other incineration categories and explore the specific associated risks. Such risks exist with regard to heavy metal emissions and other substances. The specific technical precautions for risk mitigation shall be described and their costs shall be related to the incineration of PVC where it is possible to attribute specific costs to the incineration of PVC.

The transboundary movement of PVC waste shall be quantified in relation to export for disposal and export for recovery, identifying the main destinations and taking into account the latest amendments of Annexes III, IIIA, V and VIII of the waste shipment Regulation EC/1013/2006 as well as the amendments made to the Basel Convention in that respect during COP 14. PVC waste imports into the EU shall also be highlighted.

#### **Task 5            alternatives to PVC applications**

PVC indoor applications, such as PVC flooring, are increasingly imported from China with associated risks for compliance with EU chemicals legislation. While import rates shall be determined under task 2, the contractor shall explore and assess currently available alternatives to PVC applications, in particular in the construction sector. Already existing life cycle assessments for the most pertinent applications, such as window frames, roofing, flooring and pipes shall be taken into account. Where life cycle assessments are not available, simplified assessments shall be carried out. This shall be contrasted with alternatives to PVC, such as flooring based on PP or PE. Recent developments on the concept of “essential uses” should also be taken into consideration<sup>18</sup>.

It shall further be taken into account to what extent PVC applications are made for re-use and whether there are PVC alternatives specifically responding to this parameter.

The contractor will also explore which alternatives to PVC applications are currently available on the market and compare them with mainstream applications such as window frames, indoor flooring and pipes using other material than PVC. This comparison shall be done in the form of a simplified life cycle assessment. When highlighting the alternatives for current PVC applications alternatives used before PVC was available on the market shall also be looked into. For instance, window frames used to be made exclusively of wood. Today’s production

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<sup>18</sup> Cousins et al. (2019), *The concept of essential use to determine when uses of PFAS can be phased out*

methods allow to make from this sustainable material high tech and long life products requiring nearly no service.

## **Task 6      A phase-out scenario for PVC**

The study shall also explore the pros and cons of a PVC phase-out scenario for specific applications, looking into environment and human health and socio-economic implications. This shall comprise the assessment of two or more scenarios, at least covering business as usual, and a possible REACH restriction with potential derogation of the use of recycled and virgin PVC for specific applications with low potential for service-life exposure. Specific consideration in that context needs to be given to the potential health impacts of PVC products during production and use as well as to unintentional loss of PVC pellets and powder for conversion. The cross-contamination potential of PVC for the recycling of specific waste streams, notably packaging shall also be considered. The two scenarios mentioned shall be developed for each PVC waste stream separately.

### **3.4. Institutional Arrangements and Coordination**

The Commission services will establish an inter-service steering group (ISSG) with ENV, GROW, and ECHA.

### **3.5. Meetings**

The Contractor is expected to take part in three meetings with the Commission services that are part of the above mentioned ISSG, which will take place on Commission premises in Brussels:

- A kick-off meeting at the beginning of the contract – about four weeks after the start of the contract, for the discussion of the draft outline approach, the work programme elaborated by the contractor for the execution of the contract;
- A progress meeting – after delivery of the draft interim report;
- A final meeting – after delivery of the draft final report.

### **3.6. Available information and data sources**

The contractor will fully exploit the information compiled in the studies for the preparation of the Green Paper on PVC in 2000. The studies used for the Green Paper are referenced in that paper, and in case of difficulty to access can be provided by the Commission on demand. Further relevant studies are provided in an annex to these tender specifications.

The contractor will contact ECHA on the data from the PLASI initiative<sup>19</sup>. Other sources of information are the reports and restriction dossiers for lead in PVC, cadmium in PVC, phthalates. The contractor will further exploit the European Parliament's objection to an implementing act as a starting point: Lead and its compounds<sup>20</sup> and the resolution on lead and its compounds from the European Parliament of 12.02.2020<sup>21</sup>.

The contractor will also do an extensive research on more recent studies done on Member State's initiative such as the study from Ramboll, Sachstand über die Schadstoffe in Kunststoffen und ihre Auswirkungen auf die Entsorgung", done for the German Ministry of Environment, April 2020<sup>22</sup>.

On plastic additives, the contractor should consider the work done by the OECD<sup>23</sup> and the on-going work at the ETH of Zurich<sup>24</sup>.

### 3.7. Deliverables

The contractor is required to elaborate the following deliverables:

**An inception report** reflecting the outcomes of the **kick-off meeting**, detailing the proposed approach to the tasks and including an updated work programme.

Deadline: two weeks after the kick-off meeting.

#### **An interim report**

- summarising results reached until that moment
- containing the data from the market analysis
- raising any problems encountered with sufficient information to permit reorientation if appropriate and required

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<sup>19</sup> <https://echa.europa.eu/plastic-additives-initiative>

<sup>20</sup> P9\_TA-PROV(2020)0030

<sup>21</sup> 2019/2949(RPS)

<sup>22</sup> <https://www.bmu.de/themen/forschung-foerderung/forschung/forschungs-und-entwicklungsberichte/details/sachstand-ueber-die-schadstoffe-in-kunststoffen-und-ihre-auswirkungen-auf-die-entsorgung/>

<sup>23</sup> <https://www.oecd.org/env/plastic-additives-9789264221291-en.htm>

[http://www.oecd.org/officialdocuments/publicdisplaydocumentpdf/?cote=ENV/JM/MONO\(2019\)10&doclanguage=en](http://www.oecd.org/officialdocuments/publicdisplaydocumentpdf/?cote=ENV/JM/MONO(2019)10&doclanguage=en)

<sup>24</sup> <https://esd.ifu.ethz.ch/research/research-and-theses/clean-cycle/clean-cycle-1.html>

- demonstrating what preliminary conclusions have been drawn
- giving clear indications and planning of the work to be carried out during the rest of the period of completion of the tasks

Deadline: 6 months after signature of contract

### **A final report**

- Deadline: twelve months after signature of contract

All meeting minutes and reports must be delivered in English and proofread by an English native speaker. The working language of the project will be English.

### **3.8. Duration of the tasks**

The tasks should be completed within 12 months of the signature of the contract. The execution of the tasks may not start before the contract has been signed.

### **3.9. Place of performance**

The place of performance of the tasks shall be the contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

## **4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES**

The contractor must deliver the study and other deliverables as indicated below.

### **4.1. Content**

#### **4.1.1. Final study report**

The final study report must include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

*“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein.”*

#### **4.1.2. Publishable executive summary**

The publishable executive summary must be provided in both in English and French and must include:

- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

*“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”*

#### **4.1.3. Requirements for publication on Internet**

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Commission policy on accessibility for information providers, see: [http://ec.europa.eu/ipg/standards/accessibility/index\\_en.htm](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

For the publishable versions of the study, abstract and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/>.

#### **4.2. Graphic requirements**

The contractor must deliver the study and all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

[http://ec.europa.eu/dgs/communication/services/visual\\_identity/index\\_en.htm](http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm)

A simple Word template will be provided to the contractor after contract signature. The contractor must fill in the cover page in accordance with the instructions provided in the template. The use of templates for studies is exclusive to European Commission's contractors. No template will be provided to tenderers while preparing their tenders.

## TECHNICAL ANNEX: List of studies

Hahladakis, J. N., Velis, C. A., Weber, R., Iacovidou, E., & Purnell, P. (2018). An overview of chemical additives present in plastics: Migration, release, fate and environmental impact during their use, disposal and recycling. *Journal of Hazardous Materials*, 344, 179–199. <https://doi.org/10.1016/j.jhazmat.2017.10.014>

Kemmlin, S., Hahn, O., & Jann, O. (2003). Emissions of organophosphate and brominated flame retardants from selected consumer products and building materials. *Atmospheric Environment*, 37(39–40), 5485–5493.

Liang, Y., Caillot, O., Zhang, J., Zhu, J., & Xu, Y. (2015). Large-scale chamber investigation and simulation of phthalate emissions from vinyl flooring. *Building and Environment*, 89, 141–149.

Liang, Y., & Xu, Y. (2014). Emission of Phthalates and Phthalate Alternatives from Vinyl Flooring and Crib Mattress Covers: The Influence of Temperature. *Environmental Science & Technology*, 48, 14228–14237.

Xu, Y., Cohen Hubal, E. A., & Little, J. C. (2010). Predicting residential exposure to phthalate plasticizer emitted from vinyl flooring: Sensitivity, uncertainty, and implications for biomonitoring. *Environmental Health Perspectives*, 118(2), 253–258.

Xu, Y., Liu, Z., Park, J., Clausen, P. A., Benning, J. L., & Little, J. C. (2012). Measuring and predicting the emission rate of phthalate plasticizer from vinyl flooring in a specially-designed chamber. *Environmental Science and Technology*, 46(22), 12534–12541.



**ANNEX 1 - ADMINISTRATIVE INFORMATION FORM**

*(To be signed by the tenderer only or the lead tenderer in the case of joint bids)*

**Organisation or individual:**

**NAME:** .....

**ADDRESS:** .....

**Address where contract should be sent to (if different from above):**

.....

**PERSON AUTHORISED TO SIGN CONTRACT:**

**Name and position:** .....

**PERSON FOR ROUTINE CONTACT:**

**Name and position:** .....

**ADDRESS:** .....

**Telephone and E-mail:** .....

**Signature of Tenderer** .....

**ANNEX 2 – QUESTIONNAIRE FOR JOINT BIDS AND SUBCONTRACTING**

*(To be completed and signed by the lead tenderer)*

**Joint bid (refer to paragraph 1.4)**

1. Does your bid involve more than one tenderer? Yes  No

Questions 2 - 4 shall be answered only if you have answered yes to question 1.

2. Please fill in the name of the company having power of attorney for the group of tenderers and acting as a co-ordinator:

\_\_\_\_\_

3. Please fill in the names of the other companies taking part in the joint offer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. If a consortium or similar entity exists, please fill in the name and the legal status of the entity:

\_\_\_\_\_

**Subcontracting (refer to paragraph 1.5)**

5. Does your bid involve subcontracting? Yes  No

If the answer is yes, please complete question 6, and the next page per sub-contractor.

6.

List of sub-contractors:

Percentage of subcontracting:

.....

.....

.....

.....

**Reasons, roles, activities and responsibilities of sub-contractors.**

*Please complete this page for each sub-contractor (one page per sub-contractor):*

Name of the sub-contractor:

.....

Official legal form:

.....

Country of registration:

.....

Statutory registration number:

.....

(Internet address, if applicable):

.....

Official address in full:

.....

.....

Contact person:

.....

Telephone number:

.....

Reasons for subcontracting:

.....

Role, activities and responsibilities of the sub-contractor:

.....

The volume or the proportion of the sub-contracting:

.....

Do you intend to rely on capacities from the sub-contractor in order to fulfil the selection criteria? If yes, specify which selection criterion - financial and economic capacity or technical and professional capacity - and be aware that the tenderer must provide the documents which make it possible to assess the selection criteria.

.....

**Tenderer:**

**Date:**

**Signature:**

### ANNEX 3 – FINANCIAL OFFER TEMPLATE

(To be completed and signed by the tenderer only or the lead tenderer in the case of joint bids)

(for guidance purposes only)

#### Price and Estimated budget breakdown

Calculation of the costs (incl. travel, overheads, consumables and any other related costs)

Type of service provider	Position within the project team	Number of working days	Allocation of tasks	Proportion of the contract in %	Costs in €
Lead contractor					
	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....
	<i>Sub-total</i>	.....		.....	.....
Sub-contractor 1					
	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....
	<i>Sub-total</i>	.....		.....	.....
Sub-contractor 2					
	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....
	<i>Sub-total</i>	.....		.....	.....
Sub-contractor 3					
	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....
	<i>Sub-total</i>	.....		.....	.....
Travel/other costs <sup>1</sup> (if applicable)					
	<b>Total</b>	.....		.....	.....

Signature of Tenderer

.....

Date

.....

\_\_\_\_\_

<sup>1</sup> Will be reimbursed on a lump-sum basis.

## **ANNEX 4 - LEGAL ENTITY AND FINANCIAL IDENTIFICATION FORMS**

These forms can be downloaded from

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)  
(Legal entity form)

*(To be signed by the tenderer and all members of the group in the case of joint tender (not necessary for subcontractors))*

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)  
(financial identification form)

*(One form per offer to be signed by the tenderer or lead tender in the case the of joint tender)*

**ANNEX 5 - DECLARATION ON HONOUR ON  
EXCLUSION CRITERIA AND SELECTION CRITERIA**

*(To be completed by the tenderer, all members of a joint tender and any subcontractor whose capacity is necessary to fulfil the selection criteria)*

Comments [in grey italics in square brackets] are to be deleted and/or replaced by appropriate data.

The undersigned [insert name of the signatory of this form], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:  (‘the person’)	Full official name:  Official legal form:  Statutory registration number:  Full official address:  VAT registration number:  (‘the person’)

**I – SITUATION OF EXCLUSION CONCERNING THE PERSON**

➤ declares that the above-mentioned person is in one of the following situations:	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		

(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>

<p>g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:</p> <p>i.facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</p> <p>ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</p> <p>iii.decisions of the ECB, the EIB, the European Investment Fund or international organisations;</p> <p>iv.decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</p> <p>v.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>	<input type="checkbox"/>	<input type="checkbox"/>
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**II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON**

**Not applicable to natural persons, Member States and local authorities**

➤ declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON**

➤ declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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#### IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

➤ declares that the above-mentioned person:	YES	NO
h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

#### V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

#### VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates 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 person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

#### VII – SELECTION CRITERIA

➤ declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 2.3.2 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 2.3.3 of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 2.3.4 of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name

Date

Signature

## ANNEX 6 - TRAVEL AND SUBSISTENCE COSTS

(Only applicable if the organisation of workshops/conferences is specified in the tender specifications – not applicable to contractor's own staff)

Travel costs must be based on the following:

- **Train:** first-class rail travel for journeys less than 400 km (one way).
- **Flight:** economy class air travel for distances of more than 400 km. Business class is allowed for a flight of 4 hours or more without stopovers.
- **Private car:** the travel shall be reimbursed at the same rate as the first-class rail ticket, or by default at the rate of 0.22 € per km.

Different travel options will not be accepted and will entail the refusal of the offer. Amounts must be quoted in EURO. Prices must be fixed amounts and be calculated exclusive of all duties and taxes.

Maximum rates for accommodation and meals.

Destination	Hotel ceiling in euros	Daily allowance in euros
Belgium	148	102
Bulgaria	135	57
Czech Republic	124	70
Denmark	173	124
Germany	128	97
Estonia	105	80
Ireland	159	108
Greece	112	82
Spain	128	88
France	180	102
Croatia	110	75
Italy	148	98
Cyprus	140	88
Latvia	116	73
Lithuania	117	69
Luxembourg	148	98
Hungary	120	64
Malta	138	88
Netherlands	166	103
Austria	132	102
Poland	116	67
Portugal	101	83
Romania	136	62
Slovenia	117	84
Slovak Republic	100	74
Finland	142	113
Sweden	187	117
United Kingdom	209	125

Rates for hotel and subsistence for countries not included in the above table will be provided by the Commission services if necessary.

## **ANNEX 7 - ACKNOWLEDGEMENT OF RECEIPT**



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL  
ENVIRONMENT  
Directorate B – Circular Economy & Green Growth  
ENV.B.2 – Sustainable Chemicals

*(Please fill in your address)*

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### **ACKNOWLEDGEMENT OF YOUR TENDER**

**Our reference: ENV.B.2/2020/XX00MV**

**Your reference:**

We wish to confirm the receipt and opening of your offer<sup>1</sup>. Your offer will now be evaluated by the Commission and its experts. You will be informed of the result in due course.

We thank you for your interest.

Cristina de Avila  
Head of Unit

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<sup>1</sup> Your personal contact data has been recorded in a database used by the Markets Team of unit ENV.A5 for the administrative management of offers. The Commission is bound by Regulation 45/2001 on the protection of individuals with regard to the processing of personal data by the Union institutions and bodies. For more information, and to exercise your rights to access and eventually correct data concerning you, please don't hesitate to contact us.