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**Competitive Multiple Framework Service Contract  
for the provision of Studies related to the future development of Cohesion Policy  
and the ESI Funds (Lot 4)**

**Framework Contracts Nr 2014CE16BAT010 / 2014CE16BAT011 / 2014CE16BAT012**

**Service Request Nr 2014CE16BAT064**

**SPECIFICATIONS**

**1. TITLE OF THE REQUEST FOR SERVICES**

Setting up a database to assess impacts and effects of certain thresholds and limits in Regulation (EU) No 1303/2013<sup>1</sup> (CPR)

**2. OVERALL PURPOSE AND BACKGROUND OF THIS STUDY**

The success of the investments financed by the European Structural and Investment Funds (ESI-Funds) depends on a sound legal framework which should enable and promote investments that support the delivery of the Union strategy for smart, sustainable and inclusive growth, as well as the Fund-specific missions pursuant to their Treaty based objectives, inducing economic, social and territorial cohesion.<sup>2</sup> As regards budget implementation under shared management, the European Commission bears the ultimate responsibility for the budget<sup>3</sup> and – together with the Member States – is obliged to ensure that the appropriations are used in accordance with the principles of sound financial management. The CPR sets out that the Commission shall satisfy itself that the Member States have set up management and control systems that comply with the CPR and the fund-specific Regulations.<sup>4</sup> At the same time the CPR sets out that the provisions for the implementation and use of the ESI Funds, and in particular the financial and administrative resources required for the preparation and implementation of programmes,

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<sup>1</sup> Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006, OJ L, 347, 20 December 2013, p.320.

<sup>2</sup> See Art. 4(1) CPR.

<sup>3</sup> See Art. 317 TFEU.

<sup>4</sup> See Art. 75(1) CPR.

in relation to monitoring, reporting, evaluation, management and control, shall respect the principle of proportionality having regard to the level of support allocated and shall take into account the overall aim of reducing the administrative burden on bodies involved in the management and control of the programmes.<sup>5</sup>

The European Commission in its proposal for a Common Provision Regulation<sup>6</sup> proposed several limits and thresholds in order to reduce the administrative burden, to respect the principle of proportionality and to facilitate the implementation of the ESI Funds both for the Member States and the beneficiaries while also ensuring the principles of sound financial management. The co-legislators broadly supported and strengthened this approach, resulting in a set of provisions in the final act that set out such limits and thresholds.<sup>7</sup>

However, during the preparatory work and the negotiations of the legal act it emerged that in several cases it was difficult for the European Commission and the co-legislators to assess or project the specific impacts and effects of certain limits and thresholds, in particular where they related to the level of the operations, due to the fact that data was only available on aggregate level. This made it difficult to assess the potential effectiveness of proposals to increase proportionality and reduce administrative burden.

The Commission therefore considers that a data base at the level of operations is indispensable to assess the impact and effectiveness of the respective thresholds and limits introduced. For the 2014-2020 period, managing authorities have to make available a list of operations on a single website (Article 115 (2) CPR), specifying information such as on the beneficiary, the start and end date, the total eligible expenditure etc. (cf. Annex XII point 1 CPR). However, the information that managing authorities had to make publicly available for the 2007-2013 period was more limited and only included the list of beneficiaries, the names of the operations and the amount of public funding allocated to the operations (Article 7 of Commission Regulation (EC) No 1828/2006)<sup>8</sup>. Even though many managing authorities have made available more extensive information about co-financed operations, this has not been done systematically. It is therefore necessary to establish an anonymised comprehensive database of operations financed in the 2007-2013 period.

As part of the work to assess implementation of new or specific provisions in the 2014-2020 Regulations for the ESI Funds, the Directorate-General for Regional and Urban Policy (DG REGIO) wishes to improve its assessment of the impacts and effects of the newly established thresholds and limits. This data will enable simulations on the effects of variations of threshold levels on the implementation of programmes and projects on the ground. The findings will feed into the Commission's assessment of the impact of new provisions and into further reflections on the future of the policy.

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<sup>5</sup> See Art. 4(5) CPR.

<sup>6</sup> See COM/2011/0615: Proposal for a Regulation of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund covered by the Common Strategic Framework and laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Council Regulation (EC) No 1083/2006.

<sup>7</sup> The limits and thresholds relevant for this study are listed in Annex I to this service request.

<sup>8</sup> Only in the area of audits the Commission has full access to data on the level of operations, see Art. 14 of Regulation EC (No) 1828/2006.

### **3. DESCRIPTION OF THE CONTRACT**

#### **3.1. Objective of the study**

The overall objective of this study is to set up a comprehensive database of operations in order to enable DG REGIO to assess the impacts and effects of certain thresholds and limits in the CPR and their effects in terms of administrative burden and proportionality. In doing this, the study should fulfil the following specific objectives:

- Provide a searchable data base with certain data at the level of operations supported by the ERDF and the Cohesion Fund. This data base should be based on data from the programming period 2007-2013.
- Provide a descriptive analysis of the data collected and simulations on the thresholds and limits on the basis of the database.

#### **3.2. Methodology**

The data for the searchable data base on the size and other specifications of operations supported by the ERDF and the Cohesion Fund in the programming period 2007-2013 needs to be collected from the respective managing authorities. It should reflect the most recent data available.

The objective of the study should be addressed by collecting the relevant data from the Member States, on all operations supported by all 322 operational programmes financed by the ERDF and the CF, including the 73 under the European territorial cooperation objective.

The methodology shall also set out how the contractor intends to analyze the data collected and present simulations and conclusions.

#### **3.3. Tasks**

The study covers three tasks. Tasks 1 and 2 correspond to the main objective of the study, task 3 relates to meetings to be held with the Commission.

##### ***Task 1: Collecting data at operation level from all managing authorities of ERDF and CF programmes and setting up a database***

The consultant shall collect data on operations from all managing authorities of ERDF or Cohesion Fund programmes. Data which is available to DG REGIO will be made accessible to the consultant. The data shall be presented in a harmonised structure. The database shall be delivered in EXCEL format<sup>9</sup> and shall be searchable. In case data is missing for specific operational programmes, this should be indicated in the database (together with the share of the overall budget for which data is missing). In order to increase the participation from Member States and thus the completeness of the data, the contractor may be requested to present the aim and context of the study and the envisaged data collection to Member States at a meeting of the Expert Group of the European Structural and Investment Funds (EGESIF).

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<sup>9</sup> If due to the size of the data the contractor proposes to use a different format/software, this needs to be agreed with the Commission.

The data shall be collected and presented in an anonymized form.

The specific data to be collected from the managing authorities shall include at least the following elements:

- Total cost - per operation
- Total amount of eligible expenditure declared from operation and corresponding public contribution included in the statement of expenditure sent to the Commission by certifying authority (in EUR)<sup>10</sup> - per operation
- According to tables 1 to 3 of part A of Annex II of Regulation (EC) No 1828/2006<sup>11</sup>
  - the codes for the priority theme dimension of the operation
  - the codes for the form of finance dimension of the operation
  - the codes for territorial dimension of the operation
- Category of region in which the operation is implemented
- Name of Member State in which the operation is implemented
- Indication whether the operation generates revenue
- Amounts to be recovered on operation level

### **Task 2: Descriptive analysis of the data collected**

The contractor shall analyse the data collected and draw conclusions on the basis on the distribution of project sizes across the different parameters. This shall also include simulations of the effects of variations of the limits and thresholds in the cases listed in the Annex. Where applicable, the contractor shall highlight the weaknesses of the collected data.

### **Task 3: Meetings with DG REGIO**

The contractor is expected to attend 5 meetings to be held at the Commission premises for kicking off the project and discussing the deliverables with the members of Commission staff (Steering Group). These meetings will be organised by the Commission.

## **3.4. Deliverables**

The contractor is expected to provide the following deliverables:

1. **Methodological Inception report covering task 1**  
Agree with the Commission services inter alia the format of the data to be collected;
2. **First Interim report** covering task 1 (draft version of the database);

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<sup>10</sup> See field 35 of Annex III to Commission Regulation (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund, OJ L 371, 27.12.2006, p. 1.

<sup>11</sup> Commission Regulation (EC) No 1828/2006 of 8 December 2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund, OJ L 371, 27.12.2006, p. 1

3. **Second Interim report** covering task 2 (draft descriptive analysis of the data collected);
4. **Draft final report:** it shall consist of an executive summary and an advanced version of the database as well as the draft descriptive analysis of the data which reflects the Commission's comments (tasks 1 and 2);
5. **Final report:** it shall include the final version of the database and the final descriptive analysis of the data (tasks 1 and 2). It shall also include an abstract of no more than 200 words, a publishable executive summary of maximum 6 pages, both in English and French. It should finally include a self-explanatory power-point summarising the results and conclusions. If requested by DG REGIO, an internal training session on how to use the data base should be organized by the consultant. The contractor may be requested to present the final report to the EGESIF.

All the different deliverables shall be submitted in English in an easily accessible style. French versions have to be provided for the Executive Summary and the abstract only. Detailed information on the format is provided at point 11.8 in the Specifications for the Competitive Multiple Framework Services Contract.

Each deliverable will be examined by the Commission (a DG REGIO-led steering group), which may ask for additional modifications or propose changes in order to redirect the work if necessary. Deliverables must be approved by the Commission. The Commission has 60 days in total to approve deliverables and make the related payment. The Contractor shall have 10 working days in which to submit additional information or a new deliverable if requested by the Commission.

The specific deadline for each deliverable is specified below. The study envisages several meetings in Brussels with the steering group in relation to the deliverables.

After the approval of the final report by the European Commission, the contractor will be expected to give an oral presentation of its final report, highlighting its main results and conclusions. This presentation will take place in Brussels and within Commission premises.

End month	Deliverable/ Meeting	Output
0	M1	Kick-off meeting with steering group
<b>1.5</b>	<b>D1</b>	<b>Methodological inception report covering tasks 1 and 2</b>
2	M2	Meeting to discuss the methodological inception report with steering group
<b>7</b>	<b>D2</b>	<b>First Interim report covering task 1 (draft version of the database)</b>
7.5	M3	Meeting to discuss the first interim report with steering group
<b>9</b>	<b>D3</b>	<b>Second Interim report covering task 2 (draft descriptive analysis of the data collected)</b>
9.5	M4	Meeting to discuss the second interim report with steering group
<b>12</b>	<b>D4</b>	<b>Draft final report covering tasks 1 and 2</b>
12.5	M5	Meeting to discuss draft final report with steering group
<b>14</b>	<b>D5</b>	<b>Final report covering task 1 and 2</b>
14+1		Oral presentation of final report

A hard copy and an electronic version of draft versions of reports are required. For the final report three hard copies and an electronic version (three CDs, Word format and PDF format or equivalent application compatible with MS Office) are required.

### **3.5. Composition of the team**

As part of the tender documentation, the team to be involved in this study should be identified, describing their skills and qualifications, quantifying the input of each member of the team in terms of days and explaining the distribution of tasks between the different team members involved.

### **3.6. Duration**

The execution of the tasks shall not exceed 15 months starting from the day of the signature of the contract by both parties.

## **4. AWARD CRITERIA**

The Specific Contract will be awarded to the tender that is the **most economically advantageous**. This will be determined in the light of the price and the quality of the tender.

The tenders will be ranked with the following formula so as to determine the most economically advantageous bids.

- **Weighting for quality: 50**
- **Weighting for price: 50**

The successful tenderer will be the tenderer with the lowest ratio of total cost to the quality mark achieved (cost/points).

The quality will be determined on the basis of the four award quality criteria below.

- 1) understanding of each of the tasks as defined above in the request to submit (max 30 points);
- 2) quality of the methodology proposed, especially with a view to how the response rate can be optimized (max 40 points);
- 3) organisation proposed to respond in terms of timing and quality to the request for required missions (max 15 points);
- 4) the composition of the team proposed to respond to the overall scope of the contract (max 15 points).

## **5. BUDGET**

The maximum amount of the contract is EUR 350.000.

## **6. CONTENT AND PRESENTATION OF BIDS**

### **6.1. Technical offer**

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from

the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

## **6.2. Financial offer**

Prices for Specific Contracts will be presented as a lump-sum on the basis of the expert prices and fixed travel and subsistence costs established according to the price schedules annexed to the Framework Contract. No separate reimbursable expenses will be accepted.

The financial offer must be submitted in the template provided in annex.

## **7. FORMAT OF THE SPECIFIC CONTRACT**

The Specific Contract will be drawn up in accordance with the standard format as in the Framework Contract. The contract will come into force the day of its signature by the contracting authorities for the individual assignment. The breakdown of the prices, the Specific Terms of Reference as well as the offer, form an integral part of the Specific Contract. Any expense incurred by the Contractor before the date of signature of the Contracting Authorities is not eligible for funding.

## **8. ASSIGNMENT IMPLEMENTATION**

The Contractor, who is notified that his offer is accepted in the form of a Specific Contract, is responsible for all administration in relation to the assignment. He must ensure that all logistic aspects of the assignment are correctly carried out. The Contractor is also responsible for all administrative aspects such as contracting the experts, provision of insurance etc. Ensuring the quality of the assignment is one of the key responsibilities of the Contractor as he is fully responsible for the quality of the reports or/and other outputs required. These documents will be delivered physically by and under the responsibility of the Contractor. In the case of a consortium, quality control is the ultimate responsibility of the leading partner.

## **9. MEETINGS WITH THE COMMISSION**

A kick-off meeting will be organised between the Contractor and the Commission at the early stage of the project implementation. In addition to this there will be one meeting following the submission of the methodological report, one meeting after the submission of each interim report and one meeting following the submission of the draft final report. See point 3.4 with regard to timing of meetings.

The participation of the Contract Manager will be required in any of the meetings organised. The meetings will take place in Brussels at Commission premises. Video conferences could be also organised.

After the approval of the final report by the European Commission, the contractor will be expected to give an oral presentation of this report in Brussels within Commission premises.

The costs of managing the contract by the Contractor, as well as the travel costs related to all the meetings with Commission (including the oral presentation of the final report) will be carried out with no additional charge and are understood to be incorporated in the offer.

## 10. PUBLICATION AND DELIVERABLES

Rights concerning the deliverables (reports, studies, impact assessments, data bases) foreseen and those relating to their reproduction and publication will remain property of the European Commission. No document based in whole or in part upon the work performed under the contract resulting from this invitation to tender may be published, except with the prior formal written approval of the European Commission.

Please note that all studies produced for the European Commission shall conform to 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<sup>12</sup>.

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 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).

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: <http://www.w3.org/WAI/>

The final reports as well as the draft and interim report(s) shall be submitted in English.

An electronic version of all reports (including draft/interim versions) will be required both in Word and PDF format.

### 10.1. Final Study Report

The final study report shall include:

- an abstract of no more than 200 words, an executive summary of maximum 6 pages, both in English and French and key words to facilitate web referecing of the study;
- the following standard 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.”*

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

### 10.2. Publishable executive summary

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

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<sup>12</sup> The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: [comm-visual-identity@ec.europa.eu](mailto:comm-visual-identity@ec.europa.eu)



- the following standard 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.”*

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

### **10.3. Graphic requirements**

For graphic requirements please refer to the template published with these specifications on the Inforegio website. The cover page shall be filled in by the contractor in accordance with the instructions provided in the template. For further details you may also contact [comm-visual-identity@ec.europa.eu](mailto:comm-visual-identity@ec.europa.eu).

## **11. QUALITY ASSESSMENT OF SPECIFIC CONTRACTS**

Once the work has been concluded and the service delivered, the Contractor will submit to the Commission a "proof of delivery", which will then be signed by the Commission as proof of receipt of each product delivered.

The quality of outputs of each specific contract will be subject to a written quality assessment according to the grid below. The grid may be adapted in accordance with the Commission's evaluation standards.

Quality indicators for the evaluation of the delivered work:

- Understanding of the requirements for the deliverable (40%)
- Completeness of the deliverables (40%)
- Respect of deadlines (20%).

### Underperformance and reduction of payments

The quality of the output of the Specific Contract will be assessed as a function of the above quality indicators, up to a maximum of 100 points. If it scores less than 60% based on these quality indicators, it will be rejected for underperformance. In this case, the following will apply:

- **Step 1:**the Commission provides an overview of the failings and a reasonable deadline for remedy and notifies the Contractor accordingly.
- **Step 2:**if no satisfactory remedy is found, within the deadline set by the Commission (satisfactory is defined by at least 70% based on the quality indicators listed above), the Commission will notify the Contractor of a reduction of payments of *up to* 100%, proportional to the scale of the failure, as follows:
  - if the quality score is between 0% to 20%, a reduction of 100% will apply;
  - if the quality score is between 21% to 40%, a reduction of 70% will apply;
  - if the quality score is between 41% and 50%, a reduction of 50% will apply;
  - if the quality score is between 51% and 60%, a reduction of 40% will apply;

In addition to the reduction of payment and in view of the manifest underperformance of the Contractor, the Commission will contact the Contractor whose offer ranked in the second place for the award of the Specific Contract.

## **12. TERMS OF PAYMENTS**

Payments shall be done following the payment terms stipulated in Article 1.4. of the framework contract:

- The first interim payment will follow the reception of the methodological inception report (D1).
- The second interim payment will follow the reception of the first interim report (D2).
- The third interim payment will follow the reception of the second interim report (D3).
- The balance payment will follow the approval by the Commission of the final report (D5).

## Annex – Template for the submission of financial offer

	Junior Expert	Senior Expert	Junior IT Expert	Senior IT Expert	Contract Manager	Administrative assistant	Mission & other direct costs	TOTAL
<i>Number of working days</i>	.....	.....	.....	.....	.....	.....		
<i>Fees (€)</i>	... €	... €	... €	... €	... €	... €		... €
<i>Number of missions to Brussels<sup>(1)</sup></i>							... missions	
<i>Travel cost to Brussels</i>							... €	
<i>Daily and accommodation allowance</i>							...days	
							... €	
<i>Nr of missions to .... (Members States)<sup>(1 + 2)</sup></i>							... missions/MS	
<i>Travel cost to ... (Members States)</i>							... €	
<i>Daily and accommodation allowance/MS<sup>(2)</sup></i>							...days	
							... €	
<i>Total missions costs</i>								... €
<b><i>Total cost</i></b>								<b>... €</b>

<sup>(1)</sup> The number of missions indicated should be the sum of the number of staff multiplied by the number of meetings proposed (e.g.: 3 people coming on 5 meetings in Brussels + 2 people coming on 2 meetings → 19 missions to Brussels / to Members States).

<sup>(2)</sup> Please add rows in case of missions to different Members States and provide figures per Member State.