

## **SPECIFICATIONS**

### **To Invitation to Tender CLIMA.A.4/SER/2012/0020**

*Consumption based approaches to climate mitigation: data collection, measurement methods and model analysis*

**These specifications follow the publication of the prior information notice in OJEU 2012/S 30-047385 of 14/02/2012**

- PART 1: TECHNICAL DESCRIPTION
- PART 2: ADMINISTRATIVE DETAILS
- PART 3: ASSESSMENT AND AWARD OF A CONTRACT

- Annex 1: Administrative information form
- Annex 2: Questionnaire for joint bids and sub-contracting
- Annex 3: Financial offer template
- Annex 4: Legal entity and financial identification forms
- Annex 5: Declaration of the candidate's eligibility regarding exclusion criteria
- Annex 6: Financial capacity form (separate excel table)
- Annex 7: Acknowledgement form
- Annex 8: Checklist for complete tender file

## PART 1: TECHNICAL DESCRIPTION

### 1. Background

***Increases in consumption in the EU and worldwide together with globalisation are playing a more and more significant role in accumulating global CO<sub>2</sub> emissions. Future increases in consumption in the EU and worldwide risk resulting in global emission levels that may unleash dangerous climate change, unless the amount of CO<sub>2</sub> "embedded" in consumed goods is significantly reduced without impeding trade or consumers' choice.***

- The EU is reducing its greenhouse gases (GHG) emissions while its population, energy production and energy consumption are increasing and the EU GDP grew by 38 % in 1990-2009 while EU emissions decreased by 17.4% at the same time, indicating a decoupling from growth of GHG emissions taking place in the EU<sup>1</sup>. However, data about 2001 to 2004 levels of CO<sub>2</sub> emissions "embedded" in goods imported and consumed in the EU indicate that these emissions are on the rise<sup>2</sup> and are not yet decoupled from EU economic or population growth.
- Global consumption patterns are projected to encourage an accelerated increase in global greenhouse gases emission levels: UNEP estimated that by 2050, the use of minerals, ores, fossil fuels and biomass per year could triple compared to 2000 levels and global related emissions could more than quadruple to 28.8 GtC/year, levels higher than in the high emission cases analysed by the Intergovernmental Panel on Climate Change (IPCC) in its Special Report on Emissions Scenarios, unless the economic growth rate is decoupled from the rate of natural resource consumption<sup>3</sup>.
- As the common global goal is to accelerate the reduction of global greenhouse gas emissions<sup>4</sup>, the EU and its partners have to consider if and how new policies and measures can address the consumption-related drivers that are likely to accelerate the increase in global emission levels.
- The estimates of the amount of CO<sub>2</sub> emissions "embedded" in imported and consumed goods prepared so far could not yet fully account for the diversity of production patterns or trade flows. There is a need to put further efforts into updating these estimates to understand better the potential to decouple growth in consumption and in emission levels by 2020, 2030, 2050.

***The size of the EU internal market leads producers in other regions of the world to develop and adopt new technologies reducing global emission levels to satisfy EU demand. Consumers in other regions also adopt innovative goods and services introduced on the EU internal market that enable the shift to a low-carbon economy. It is useful to collect additional evidences on how existing or new EU climate policy instruments or the integration of climate***

---

<sup>1</sup> COM(2011) 624 final

<sup>2</sup> Supplementary Information Appendix to "Growth in emission transfers via international trade from 1990 to 2008" Peters et al. 2011, PNAS

<sup>3</sup> [http://www.unep.org/resourcepanel/decoupling/files/pdf/Decoupling\\_Report\\_English.pdf?](http://www.unep.org/resourcepanel/decoupling/files/pdf/Decoupling_Report_English.pdf?)

<sup>4</sup> UNFCCC Durban Decisions, CP.17, FCCC/CP/2011/L.10

***goals in other EU policies have positive effects beyond the borders of the EU to indirectly contribute to reduce global emissions.***

- Increased global trade is a key driver of growth and an important avenue for moving to a low-carbon economy.
- A range of EU regulations (e.g. the regulation on fluorinated gases including the Directive on mobile air conditioning systems<sup>5</sup>, the series of EU energy performance standards for energy-using products<sup>6</sup>, the CO<sub>2</sub> and cars strategy<sup>7</sup>, etc.) have a direct effect on emissions taking place outside the EU: some of our trade partners are replicating these standards at home, and, with the size of the EU internal market, new standards foster the growth of global supply and demand for goods and services reducing GHG emissions, and non-EU industries to adopt low-carbon technologies to remain competitive with EU industries.
- The EU approach of using carbon markets (the EU Emissions Trading System, including its provisions on NER300 and access to credits from the Clean Development Mechanism) or the EU renewable energy targets are fostering the diffusion and trade of innovative low-carbon technologies at global level<sup>8</sup>. In addition, the EU is providing Official Development Assistance for sustainable energy projects enabling investment in decarbonising production outside the EU.
- The EU is curbing its domestic emissions related to energy and industrial production whilst minimising the risk of carbon leakage and the potential negative effects it might have on the competitiveness of European companies<sup>9</sup>.
- Acknowledging the current and future growth in international transport in relation to growing consumption of goods and services worldwide, the EU is working through International Civil Aviation Organisation/International Maritime Organisation to develop a global policy framework to address global emissions from international aviation and maritime transport in a manner that ensures a level-playing field and that does not lead to competitive distortions or carbon leakage.
- Under the Environmental Goods and Services Agreement as part of the World Trade Organisation agreements, the EU promotes liberalizing the trade of climate-friendly goods and services. Successful completion of multilateral trade talks would play an important role in accelerating the move to a competitive low-carbon economy.

---

<sup>5</sup> [http://ec.europa.eu/clima/policies/f-gas/index\\_en.htm](http://ec.europa.eu/clima/policies/f-gas/index_en.htm)

<sup>6</sup> [http://ec.europa.eu/energy/efficiency/ecodesign/eco\\_design\\_en.htm](http://ec.europa.eu/energy/efficiency/ecodesign/eco_design_en.htm)

<sup>7</sup> [http://ec.europa.eu/clima/policies/transport/vehicles/index\\_en.htm](http://ec.europa.eu/clima/policies/transport/vehicles/index_en.htm)

<sup>8</sup> Haščič, Ivan and Nick Johnstone (2011) “The Clean Development Mechanism and International Technology Transfer: Empirical Evidence on Wind Power” in Climate Policy 11(6), and Co-invention of Solar Photovoltaic Technologies) OECD (2012) Energy and Climate Change Policy and Innovation (forthcoming).

<sup>9</sup> See EU ETS Regulation and esp. provisions securing: for the post 2012 trading period, sectors deemed to be exposed to a significant risk of carbon leakage will receive a relatively higher share of free allowances. The revised Directive also provides the possibility for Member States to compensate the most electro-intensive sectors for increases in electricity costs resulting from the ETS through national state aid schemes.

***Climate mitigation action has to be informed by robust analytical arguments (EU Smart Regulation approach<sup>10</sup>). New exploratory analysis has to complement existing information and knowledge.***

- Quantitative analysis of consumption-related emissions mostly focuses on analysing the situation or trends in the past<sup>11</sup> or on the relation between consumption and greenhouse gas emissions taking place in the land-use, land-use change, and forestry sectors<sup>12</sup>. A wealth of literature has been produced on the shortcomings of border tax adjustments and their inefficiencies to curb the growth in global greenhouse gas emission levels<sup>13</sup>.
- Qualitative analysis looking into the current and possible future effects of EU policies for sustainable consumption and production is already available (cf. studies launched under the framework contract on Sustainable Management of Resources (FWC ENV.G.4/FRA/2008/0112)<sup>14</sup>).
- Quantitative analysis to explore the potential to encourage decoupling consumption and CO<sub>2</sub> emission growth is scarce and can be usefully completed by further exploratory analysis<sup>15, 16</sup>.
- New datasets are now available that can enable development of the analysis of consumption-related drivers of global energy-related emissions and the assessment of policy options to

---

<sup>10</sup> [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/intm/122321.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/intm/122321.pdf) and Smart Regulation in the European Union, Commission communication, COM(2010)543 (8 October 2010)

<sup>11</sup> E.g. quoting only recent literature: Peters, G. P. et al. *Rapid growth in CO<sub>2</sub> emissions after the 2008-2009 global financial crisis*, Nature Climate change, December 2011; Fisher, C. *Trade's growing footprint*, Nature Climate change, June 2011; Du et al. *CO<sub>2</sub> emissions embodied in China-US trade*, Energy Policy, October 2011; Davis, S.J. et al *The supply chain of CO<sub>2</sub> emissions*, PNAS, November 2011.

<sup>12</sup> E.g. [http://ec.europa.eu/energy/renewables/consultations/doc/public\\_consultation\\_iluc/study\\_4\\_iluc\\_modelling\\_comparison.pdf](http://ec.europa.eu/energy/renewables/consultations/doc/public_consultation_iluc/study_4_iluc_modelling_comparison.pdf)

<sup>13</sup> E.g. see Articles in special edition, Climate policy vol. 11, n°5, p.1191 to 1268, or OECD (2010), “Addressing International Competitiveness in a World of Non-Uniform Carbon Pricing: Lessons from a Decade of OECD Analysis”, Policy Brief, OECD, Paris, [www.oecd.org/dataoecd/34/60/46533174.pdf](http://www.oecd.org/dataoecd/34/60/46533174.pdf).

<sup>14</sup> See EU sustainable consumption and production strategy: <http://ec.europa.eu/environment/eussd/reports.htm>, and studies on sustainable management of resources: <http://www.eu-smr.eu/>

<sup>15</sup> E.g. The Carbon Trust is among the few groups working on scenarios to project future levels of emissions taking into account consumption trends. See: <http://www.carbontrust.co.uk/policy-legislation/international-carbon-flows/pages/default.aspx> and related side event at World Trade Organisation's 2011 Public Forum

<sup>16</sup> NB: The framework contract TRADE10/A2/A16 may already develop: the analysis of the impact of worldwide and EU climate change policy on trade and competitiveness of the EU economy, the quantitative modelling of trade policy implications of specific energy and environmental policy issues; the analysis of market access priorities and trade protection, including analysis of tariff and non-tariff barriers for specific sectors, products and regions. Any further work should not duplicate this analysis.

address these drivers (e.g. initiatives by Eurostat<sup>17</sup>, EEA<sup>18</sup> and JRC<sup>19</sup> to develop relevant sets of indicators, GTAP v.8<sup>20</sup>, EXIOBASE<sup>21</sup>, etc).

- The study is not about proposing alternative measurement approaches, methodologies or metrics to estimate CO<sub>2</sub> emissions to those developed under the UNFCCC to measure, report and verify international mitigation commitments. The study has instead to build on the GHG emission monitoring schemes in place and on the information contained in national communications and national GHG inventories.
- Further research is also needed on the role of social innovation, behavioural changes or long-term incentives to change consumption patterns and move to a low-carbon economy<sup>22</sup>, but such research is beyond the scope of this contract the purpose of which is to develop analytical tools to assess impacts of policy instruments on the link between consumption patterns and GHG emission levels and trends up to 2020 or 2030.

## 2. Objectives

### Overall purpose of the contract:

Conduct an exploratory study, based on sound and robust quantitative analysis, to understand better: A/ the levels and the future changes in CO<sub>2</sub> emissions 'embedded' in goods imported and consumed in the EU, and B/ the indirect reductions in global emission levels that are triggered by some EU climate policy instruments and that are conveyed by global trade or consumption patterns. .

### Specific objectives of the study:

- A. On the basis of current scientific knowledge, methodologies, best available datasets, and reality checks, provide a robust analysis and new findings to:
  1. estimate the levels and changes in CO<sub>2</sub> emissions 'embedded' in goods (products and services) imported and consumed in the EU, in at least 15 well-chosen major countries or regions and at global level, based on actual trade data and other relevant datasets , for each year in the period 2005-2010 (and preferably since 2000)

---

<sup>17</sup> E.g. Eurostat dataset on EU-27 Emissions of greenhouse gases and air pollutants induced by final use of products, by place of origin – results from environmental input-output analysis  
[http://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=env\\_ac\\_io&lang=en](http://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=env_ac_io&lang=en).

<sup>18</sup> E.g. European State of the Environment Report 2010, November 2010

<sup>19</sup> Cf. WIOD project, <http://www.wiod.org/>

<sup>20</sup> <https://www.gtap.agecon.purdue.edu/databases/v8/default.asp>

<sup>21</sup> <http://www.exiobase.eu/>

<sup>22</sup> See e.g. key findings already from research on 'Behavioural Climate Change Mitigation Options and Their Appropriate Inclusion in Quantitative Longer Term Policy Scenarios', CE Delft Fraunhofer, ISI and LEI, Final report to DG CLIMA, January 2012.

2. identify at least 20 goods particularly relevant to understand how CO<sub>2</sub> emissions are 'embedded' in goods imported and consumed in the EU and lead to accumulating global emissions, covering a representative range of goods consumed in the EU (cf. activities below),
  3. for each of these 20 goods, analyse the main drivers<sup>23</sup> of the emissions their consumption directly or indirectly generate; estimate how the changes in these drivers have influenced CO<sub>2</sub> emissions in the EU and globally since 2000 and project how changes in these drivers could influence CO<sub>2</sub> emission trends up to 2030 in the EU, in other selected countries or regions, and at global level<sup>24</sup>;
  4. identify, in coordination with the European Commission, at least 6 policy instruments, particularly relevant to understanding how to decouple the growth in consumption and in global emission levels, and analyse the influence of these instruments on consumption patterns and emission levels up to 2030, in the EU, in the selected other regions, and globally (cf. activities below),
- B. On the basis of current scientific knowledge, methodologies, best available datasets, and reality checks, provide a robust analysis and new findings to:
1. identify, in coordination with the European Commission, at least 6 policy instruments, particularly relevant to understand their indirect effects beyond the borders of the EU to encourage a move to a low-carbon economy
  2. collect new robust evidences – notably gather relevant insights from well-informed stakeholders - about the indirect effects of these policy instruments on global emission levels and on their co-benefits in terms of competitiveness (including reducing production or technology costs), growth, employment, income levels, innovation production and diffusion, investment, or other environmental improvements.
  3. explore particularly how new and more diversified trade flows and global consumption patterns convey the co-benefits of the selected policy instruments beyond the borders of the EU, developing global markets and enabling low-carbon growth across regions
- C. Bring to the attention of policy makers in a relevant form, the analysis and new findings on A/ and B/.

### **3. Content / Description of the tasks**

#### **Activities:**

1. Review and improve the quality of parameters, datasets, measurement methodologies integrated in at least 2 top-down or bottom-up global models or other quantitative approach used to quantify CO<sub>2</sub> emissions directly and indirectly related to consumption and to analyse

---

<sup>23</sup> Land-use change drivers do not have to be taken into account. The drivers to analyse may relate to macro- or micro-economic trends, technology development, energy market trends, production or consumption patterns, etc.

<sup>24</sup> This part of the work can take inspiration from the top-down and bottom-up methodologies and findings exploring the main drivers influencing the EU emissions in EEA "Greenhouse gas emissions in Europe: a retrospective trend analysis for the period 1990-2008".

the co-benefits of EU mitigation actions, without going analytically into interactions with land-use changes.

- Use recent data; preferably avoid using data series not updated after 2005.
  - Improve datasets at the right level of disaggregation by regions and by sectors for delivering the other activities under the contract, i.e. at least 15 major or fast growing economies should be detailed, and the choice of working on particular countries or regions justified, and economy should be disaggregated in at least 5 sectors (energy, transport, industry, households, services, or an equivalent sector set).
  - Disaggregation within EU is not required.
  - Check and improve the models or quantitative approach to better represent the linkages between consumption, aggregate emission levels, and trade between the EU as a whole and other major or fast growing economies.
  - If considered by the contractor to be of added value to the contract, check and improve the models or quantitative approach to represent investment, or innovation flows and their linkages to consumption and aggregate emission levels.
2. Propose a relevant focus on specific goods and relevant policy instruments for the quantitative analysis under the contract, corresponding to delivering the analysis of CO<sub>2</sub> emissions 'embedded' in imported and consumed goods and the analysis of the co-benefits of mitigation action conveyed worldwide by global trade and consumption according to the objectives A/ and B/ of the contract
- The selection of goods must include at least one good per type: raw materials, semi-manufactured and final (manufactured) goods and services. The selection should represent a diversified set of economic activities (at least one good related to: manufacturing industries, services including transport, and households, and preferably relating to a more specific set of sectors specified in a way compatible with NACE Rev.2 statistical classification of economic activities), which will enable the capture of different modes of consumption (final consumption, gross fixed capital formation, imports, exports). The selection must be justified with quantitative and qualitative arguments related to the purpose of the study.
  - The selection of policy instruments must include at least 2 among existing climate policies and measures implemented in the EU, in its major trade partners, or at global level; at least 1 climate policy instrument that would be additional to existing policies implemented in the EU or globally<sup>25</sup>; and at least 1 policy instrument from another field than climate policy but with a potential to reduce consumption related emissions. The climate policy instruments considered must include: emission reduction targets, product-based or environmental performance standards, and market-based mechanisms
3. Conduct quantitative analysis, on the basis of the models or quantitative approach improved under the 1<sup>st</sup> activity to deliver the objectives A/ and B/ of the contract

---

<sup>25</sup> In priority, additional policies measures have to be considered. Other approaches could be considered if it adds value to the contract, noting that stakeholders have proposed to explore further approaches to address global CO<sub>2</sub> emissions and their consumption drivers, like Personal carbon trading allowances.

- Apply quantitative methods to analyse the drivers of consumption-related emissions and the effects of policy instruments, for the selected group of goods and the selected policy instruments, according to the objectives of the contract set above.
  - Interpret the results of this quantitative analysis in terms of challenges and opportunities for the EU and other major or fast growing economies to decouple consumption and emissions, and to embark on low-emission development pathways.
  - Interpret the results of this quantitative analysis highlighting the co-benefits on trade and climate, at global level, for the EU and for the selected major or fast growing economies
4. Organise a workshop of at least half-a-day with experts as well as a half-a-day workshop with policy makers in the Commission, and present study findings in a targeted manner to the operational needs of each audience.
- This task could involve presenting methods and findings to peers to validate the analytical approach (test quality and relevance of datasets, model developments, scenarios, findings in model comparison exercises, in peer-reviewed conferences).
  - This task has to include organising at least one workshop for policy-makers in the Commission to exchange ideas in a constructive and policy sensitive manner around the policy relevant findings generated by the study, focusing on changes in consumption related emissions along low-carbon development pathways and opportunities for moving to competitive low-carbon economy.
  - The contractor and the Commission will select participants to the workshops.
  - The contractor will be responsible for preparing logistics (selecting and paying for venues, providing pre-paid (economy flight or 1<sup>st</sup> class rail) tickets for travel and making visa arrangements, invitations), agenda, and reports for the workshops with experts, policy makers or stakeholders invited to these events.
5. Activities above may include travel to relevant international meetings (workshops or events in the margins of international climate negotiations session, modelling comparison workshops), if duly justified and in accordance with the objectives of the contract. It is envisaged that attendance at no more than 6 such meetings would be required throughout the duration of the contract.

#### **Cross-cutting requirements:**

- The contractor will hold an in-person meeting with the contracting authority every 6 to 9 months, and regular teleconference meetings (at least every 4 months) to present progress with activities and agree on next steps. The contractor will be responsible for preparing the agenda and keeping minutes of these meetings.
- The contractor should liaise with other experts working on other studies with related goals and activities that are currently supported by the contracting authority to ensure synergies and least possible overlaps between projects.
- Implementation of the contract requires close interaction with Commission services, awareness of political sensitivities with respect to the definition of policy instruments to be



analysed and the willingness and ability to co-operate and exchange results with other Commission contractors.

#### **4. Experience required of the Contractor (see also part 3, point 2.2)**

##### **General professional experience:**

The tenderer should have demonstrable capacity to organise and execute the tasks to manage a contract of similar size in terms of budget, resources and timeline.

The tenderer should preferably have experience of managing projects involving communication with policy makers from the EU and partner countries and to give due attention to the political sensitivity of these exchanges.

The tenderer should have demonstrable expertise in the fields of climate economic, energy and CO<sub>2</sub> modelling and the assessments of impacts of climate policies.

This general professional experience of the tenderer has to be demonstrated by:

- the general professional experience of the project manager, who must have at least 5 years of professional experience in the field of climate economics, and preferably of climate modelling.
- the general professional experience of the other key experts, who must have been involved recently in projects (completed not later than 3 years ago) in the field of the contract, as demonstrated by brief description of their role in these projects.

##### **Specific professional experience:**

The offer should involve at least:

- 1 key expert on international climate policy (with a demonstrable experience of at least 3 years of contributing to UNFCCC negotiations, as demonstrated by a list of author's contribution to IPCC reports or other high-level scientific publications on international climate policy issues)
- 1 key expert on international trade and environmental law (with a demonstrable experience of at least 3 years of contributing to WTO negotiations, as demonstrated by a list of author's scientific publications or high-level policy papers on international trade and environment policy issues)
- 1 key expert with a demonstrable experience of analysing EU climate policy instruments, and preferably some specific knowledge or professional experience about climate or trade policy in other major or fast growing economies
- 1 key expert with a demonstrable experience in collecting and using consumption-based economic and emission data, and input-output methodologies, preferably combined with some specific knowledge on climate policy

Moreover, among the team of experts involved:

- At least 1 key expert should have at least 2 years experience in macro-economics or trade policy analysis or macro-economic modelling, preferably with some specific knowledge or professional experience about climate policy

- At least 1 key expert should have demonstrable experience of outreaching quantitative analysis results to EU or international climate policy makers

All experts should be fluent in English. Additional asset: knowledge of languages of the major or fast growing economies analysed more in-depth in the project or previous experiences of collaboration with climate policy modelling experts in these countries.

## 5. Deliverables

The contractor must prepare a **kick-off meeting and a brief draft inception report (max. 20 pages) within 2 months from signature of the contract.**

The contractor must prepare **2 interim reports at months 9 and month 18** (preferably max. 25 pages with annexes) and organise focused interim **meetings at month 8, month 12, month 16** during the period of implementation of the tasks.

The draft inception report will be sent to the Commission at latest 5 working days before the kick-off meeting. The draft interim and final reports will be sent to the Commission at the latest 10 working days before the interim and final meetings, respectively.

Participants from other Commission services may be invited by DG CLIMA to meetings. The tenderer will integrate comments from meetings to revise draft inception, interim and final reports, and prepare minutes for approval to the Commission within 15 working days after each meeting.

Month after contract signature	Reports	Meetings (in person or by teleconference as most cost-effective)
1,5	Draft inception report	<b>Kick-off meeting</b>
<b>2</b>	<b>Inception report</b>	
<b>8</b>	Draft interim report 1	<b>Meeting 1</b>
<b>9</b>	<b>Interim report 1</b>	
<b>12</b>		<b>Mid-project meeting</b>
<b>16</b>	Draft interim report 2	<b>Meeting 2</b>
<b>18</b>	<b>Interim report 2</b>	
<b>22</b>	Draft final report	<b>Final meeting</b>
<b>24</b>	<b>Final report</b>	

The **inception report** will re-confirm the approach to implement this exploratory study, fine tuning the offer to the latest developments in policies or in datasets and knowledge as appropriate.. It will include a literature review or any other relevant synthesis of information necessary for delivering the tasks of the project.

The **interim reports** will include draft sections of the final report; a description of tasks executed so far; a schedule for remaining work and interim findings from the activities in correspondence with the objectives of the contract. Interim report 1 should contain the outcome of the work under Tasks 1 and 2, demonstrate significant progress with preparing for delivering Task 3. Interim

report 2 should demonstrate significant progress with delivering Task 3 including presenting a first set of robust findings corresponding to objectives A and B of the contract. Both interim reports 1 and 2 should describe progress with delivering Activity 4 and its correspondence with the objectives of the contract (e.g. describe agenda of workshops, highlight key recommendations from workshop orientating other parts of the work).

In the **interim meetings**, the contractor will present the draft reports (methodology, problems encountered, data collected, main findings, draft final results of the study) to invited participants (from within and also outside of the Commission) and reflect on the questions in the subsequent discussions during the meeting. The mid-project meeting should be set to enable fast progress on the basis of Interim Report 1 towards the full delivery of Tasks 2 and 3; it could be used to present preliminary results of the quantitative analysis or combined with a meeting with policy-makers from the Commission. The format and content of all meetings have to be fitted for the purpose of making relevant use of the intermediate or final findings in the context of international climate action.

At the **final meeting** the contractor will submit and present the final report and lessons learnt from this exploratory analysis. The final meeting can be combined with a meeting with policy-makers from the Commission.

The **final report** will include an executive summary, the outcome of all tasks, a detailed description of the work performed, minutes from all meetings. Each report shall be submitted in English, containing a narrative section and main quantitative information. The narrative section must be brief and factual (preferably below 25 pages, in MS Word or Adobe Reader compatible format), and bring out points agreed or to be decided with the contracting authority. Key datasets, indicators, charts or tables produced by the contract will be delivered to the Commission in electronic format (MS Excel or MS Access compatible with MS Office version 2010). The contractor will make interim reports and interim datasets, indicators, chart or tables accessible for download to the Commission.

The final report shall be delivered to the Commission in an electronic format in 3 copies on CD, DVD, USB stick or portable hard-drive, and one hard copy (paper copy) at the latest 24 months after the signature of the contract.

### **Modes of exploitation of the deliverables**

All studies/analysis/elaborations/materials/reports, scientific work, broadcasts, designs, drawings, website layout or content, computations, documented data, database format and data, methods of creation, industrial design, discoveries and results produced within this Contract and for which the rights vest in the Union and thereby the Union acquires the ownership in accordance with Article II.10 of the Contract may be used in the following way:

- i) distribution:
  - publishing in paper copies
  - publishing in electronic form as downloadable/non-downloadable file
  - making available on internet
  - public presentation or display
  - communication through a press information services
  - inclusion in widely accessible databases or indexes
  - in any form and by any method existing at this date and in the future

- giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents,
  - giving access to re-use of the results to third parties as provided by Commission Decision on the re-use of Commission Information of 7th April 2006
- ii) storage:
- in paper format
  - in electronic format
- iii) archiving in line with the applicable document management rules
- iv) modifications made by the Commission or by a third party:
- shortening
  - making a summary
  - modification of the content
  - technical changes to the content:
    - necessary correction of technical errors
    - adding new parts or functionalities
    - changing functionalities
    - providing third parties with additional information concerning the result
  - addition of new elements, such as new elements of quantitative analysis, context, argumentation, or references to new sources of information, and/or paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.,
  - preparation as a presentation, slide-show, public presentation etc.
  - extracting a part or dividing into parts
  - use of a concept or preparation of a derivative work
  - digitisation or converting the format for storage or usage purposes
  - translate, subtitle, dub
- v) language versions:
- working languages of EC
  - official languages of EU
  - languages used within EU
  - languages of candidate countries
  - other languages necessary for the dissemination of the results
- vi) use for own purposes:
- making available to the staff of the Commission
  - making available to the persons and entities working for the Commission or cooperating with it, including: its contractors, subcontractors, whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions
  - installing, uploading, processing
  - arranging, compiling, combining, retrieving
  - making a copy, reproducing
- vii) allow use of results by third parties:
- for commercial or non-commercial purposes
  - against payment, or free of charge or against fulfilment of other conditions

- assignment in full or in part, or granting a licence
- for a particular period or unlimited in time

Where the Commission becomes aware that the scope of modifications exceeds the scope envisaged in the Contract the creator shall be consulted. The creator will be obliged to provide his response within two weeks. He shall provide his agreement including any suggestions of modifications free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

### **Pre-existing rights, intermediaries, creators' rights**

Where industrial and intellectual property rights, including rights of ownership and use of the Contractor and third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor shall establish a list which shall specify all said pre-existing rights and disclose it to the Commission at the latest when delivering a final result.

The Contractor shall present relevant and exhaustive proofs of acquiring all necessary rights together with delivery of the final report at the latest. The latter should be fulfilled by presentation of statements in accordance with annexes A1 and A2 of the Contract.

In case parts of the results were created by employees of the Contractor, documentary evidence shall be provided as to how the creators' or authors' rights were transferred to the Contractor, i.e. a copy of the relevant agreement or extract from the employment contract should be provided<sup>26</sup>.

The Contractor hereby grants the European Union a permanent licence to use any pre-existing rights for the modes of exploitation mentioned in the above section on 'Modes of exploitation of the deliverables', to the extent necessary to use the delivered results.

## **6. Duration of the tasks**

The tasks should be completed within **24** months of the signature of the contract (see point 5). The execution of the tasks may not start before the contract has been signed.

## **7. 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.

---

<sup>26</sup> All free-lance, self-employed individuals are to be treated as subcontractors and should fill in annex A2 of the draft contract individually, contrary to employees for whom extract from standard work contract can be presented in general.

## **PART 2: ADMINISTRATIVE DETAILS**

### **1. General terms and conditions for the submission of tenders**

- Submission of a tender implies that the tenderer accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.
- Submission of a tender binds the contractor to whom the contract is awarded during performance of the contract.
- Changes to tenders will be accepted only if they are submitted on or before the final date set for the submission of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.
- The protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

### **2. No obligation to award the Contract**

- Fulfilment of adjudication or invitation to tender procedure shall not involve the Commission in any obligation to award the contract.
- The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable in the event of its deciding not to award the contract.

### **3. Joint tenders**

When a consortium / partnership is envisaged three cases can arise:

- I. The offer originates from a consortium already formally set up as a separate and legal entity able to submit its statutes, mode of operation, technical and financial capacity, such as result from the contributions of its various members. It is such a consortium that will bear the technical and financial responsibility for the contract and will present the requested financial guarantee, if applicable.
- II. The offer originates from companies not yet having created a consortium as a separate legal entity but planning to constitute one as referred to in item I, if their joint offer is accepted. In such a situation, the tenderer will have to provide the legal form, the envisaged draft statutes and mode of operation of the consortium, the various technical and financial contributions, letters of intent, as well as the guarantees envisaged, where applicable.
- III. The offer originates from companies not wishing to constitute formally a consortium as a separate legal entity and thus constituting effectively an association. In such a case,

the offer will be submitted in the form of subcontracting (cf. point 4 below), in which case one of the companies shall assume the total responsibility for the offer. This company will sign the contract in its name, the other companies then being regarded as subcontractors of the first.

For joint tenders described in cases I and II above, the information required in

- Part 2, 6.2 (“administrative proposal”)
- Part 3, 1 (“information for assessment of exclusion criteria”) and
- Part 3, 2 (“information for assessment of selection criteria”)

must be provided for **all** members participating in the tender.

For sub-contractors (joint tenders described in case III) please refer to point 4 below. Furthermore, the questionnaire in Annex 2 must be completed.

#### **4. Subcontractors**

Sub-contracting for the purpose of the contract is permitted.

Sub-contracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the sub-contractor(s)**. At the level of the liability towards the Commission, tasks provided for in the contract may be entrusted to sub-contractors, but **the contractor retains full liability towards the Commission for performance of the contract as a whole**.

Accordingly:

- The Commission will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a sub-contractor;
- The Commission will privilege direct contacts with the contractor, who is responsible for executing the contract;
- Under no circumstances can the contractor avoid liability towards the Commission on the grounds that the sub-contractor is at fault.

A contract which includes sub-contracting is subject to certain general conditions in particular the provisions on sub-contracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Commission. **The sub-contracting arrangement between the contractor and his sub-contractor should render directly applicable all those contractual obligations with regard to the Commission to the sub-contractor.**

Consequently, the bid must clearly identify the sub-contractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in part 2, point 1 above, in particular article II.17 of the standard service contract by returning the form in Annex 2, duly filled in and signed.

Tenderers must inform the sub-contractor(s) and include in their sub-contracting documents that Article II.17 of the standard service contract may be applied to sub-contractors.

Once the contract has been signed, Article II.13 of the above-mentioned service contract shall govern the sub-contracting.

Where sub-contracting exceeds 60.000€ or 20% of the contract value (the highest value will be applied), the sub-contractor(s) concerned will be assessed against the exclusion criteria, including absence of conflict of interest (see Annex 5), and selection criteria.

### **Documents to be submitted - subcontracting**

If the bid envisages subcontracting, it must include the following:

#### **Administrative information and evidence for access to the contract**

1. The **questionnaire for joint bids and subcontracting** provided in Annex 2, signed by a legal representative of the tenderer. A separate copy of the second page of this questionnaire must be provided for each sub-contractor, and include the following information:
  - the reasons for sub-contracting;
  - the role, activities and responsibilities of each sub-contractor;
  - and the volume/proportion of tasks for each sub-contractor.
2. A **declaration of intent** by each sub-contractor stating its intention to collaborate with the tenderer if the contract is awarded to it.

#### **Documents relating to the exclusion criteria**

1. Subcontractors must provide the duly signed declaration on the grounds for exclusion (Annex 5). Where the value of the sub-contracting to be executed by a subcontractor in a bid is equal to or exceeds 60.000€ or 20% of the value of the contract (whichever is higher of the two), the subcontractor must if and when requested, provide all the supporting documents to the declaration as specified in part 3, point 1. Where these services represent less than the above mentioned ceiling, the subcontractor shall not be required to provide the supporting evidence. The Commission reserves the right to ask for those documents if considered necessary.

#### **Documents relating to the selection criteria**

1. Where the value of the subcontracting to be performed by a sub-contractor in a bid is equal to or exceeds 60.000€ or 20% of the value of the contract, the sub-contractor must provide the documents relating to financial and economic capacity as specified in part 3, point 2.



Where these services represent less than above mentioned ceiling, the sub-contractor does **not** have to provide the **documents relating to financial and economic capacity**. However, if the tenderer is relying on the capacities of the sub-contractors to fulfil the selection criteria, as stated in the questionnaire for joint bids and sub-contracting (Annex 2), these documents must be submitted. The Commission also reserves the right to ask for those documents in other cases if considered necessary.

2. The sub-contractor must answer the questions in Annex 2 concerning the services it is proposing to perform.

### **Documents relating to the award criteria**

*The documents relating to the award criteria shall be provided only by the tenderer.*

## **5. Payments**

This contract will be paid on a lump sum basis.

An interim payment of 30% will be paid upon acceptance by the Commission of the first interim report.

A second interim payment of 30% will be paid upon acceptance by the Commission of the second interim report.

A final payment of 40% will be paid upon acceptance by the Commission of the final report.

The Commission is exempt from all taxes and dues, including value added tax, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union with regard to its financial contribution under the contract.

## **6. Content of the tender**

All tenders must be presented in three sections:

### **6.1. Financial offer**

- A financial offer duly dated and signed by the person authorised to sign on behalf of the organisation. The price must be quoted in Euro using the template in annex 3, including for the countries which do not form part of the Euro zone. For the tenderers of the countries which do not form part of the Euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.
- The price must be a fixed amount, inclusive of all expenses.
- The price will not be subject to revision.

The price range within which offers will be accepted for this contract is fixed at: € 337 500 to € 400 000. Any offers received that do not respect the upper limit will be automatically excluded from the evaluation procedure. The lower limit is indicative.

- The price quotation must be signed by the tenderer or his duly authorised representative.
- The price must be quoted free of all duties, taxes and other charges, including VAT, as European Union is exempt from such charges under Articles 3 and 4 of the Protocol (n° 7) on the Privileges and Immunities of the European Union (OJEU C 83 of 30 March 2010). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Union is exempt from VAT.
- The offer shall remain valid for a period of 12 months, as from the deadline for submission of offer.

## **6.2. Administrative offer**

- An administrative information form containing information on the full name of the organisation, legal status, address, person to contact, person authorised to sign on behalf of the organisation, telephone number, and facsimile number. The form must be duly dated, signed and stamped by the person authorised to sign on behalf of the company (see annex 1).
- Tenders from consortia of firms or groups of service providers must specify the role, qualifications and experience of each member (see also part 3, points 1, 2 and 3 – exclusion, selection and award criteria). If sub-contracting is envisaged, please fill in the questionnaire in annex 2 (one questionnaire per sub-contractor) clearly indicating which tasks are concerned, the % that this represents of the total value of the offer, and the name and address of the sub-contractor(s) (*see annex 2*). Furthermore, a **declaration of intent** must be submitted by each sub-contractor.
- Legal entity and financial identification forms (see annex 4), proof of enrolment (certificates) in one of the professional or trade registers, in country of establishment.
- If the tenderer is a natural person; she/he will be required to provide proof of her/his status as a self-employed person. To this end she/he must supply details of her/his social security cover and situation with regards to VAT regulation.
- A declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 390 of 30/12/2006) (see annex 5)
- Documents relating to the selection criteria (see part 3, point 2.1. Financial and Economic capacity)
- Duly filled in acknowledgement form (*see annex 6*) if you wish to receive confirmation of receipt of your offer.
- Duly filled in checklist (*see annex 7*) for complete tender file, clearly indicating on which page(s) of the offer the information can be found.

- The service provider's educational and professional qualifications and those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services (curriculum vitae presented on the EU standard form which can be downloaded from the following address –
- <http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV/navigate.action> **together with a consolidated overview of CVs in an excel table.**
- A list, preferably in English or French of the principal studies, services contracts, consultancy work, surveys, publications or other work previously carried out during the past three years, indicating the name of the client and stating which, if any, were done for the European Commission.

### 6.3. Technical offer

- A technical offer with the methodology needed to fulfil the requirements mentioned in Part 1, point 3 must be submitted. The tender should give indications on the theoretical background used, the methodology used in the work that will be undertaken and on its appropriateness for this purpose. It should also give indications on the data to be used and their reliability.

## PART 3: ASSESSMENT AND AWARD OF A CONTRACT

The assessment will be based on each tenderers bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract will concern only admissible bids and it will be carried out in three successive phases. The first step is to check that the tenderers are not excluded in any way from taking part in the tender procedure. The second step is to check the tenderer's capacity (financial and technical) to perform the contract and the final step is to assess the quality of the offers against the award criteria for each offer that has passed the exclusion and selection phase.

**In the case of joint tenders, the exclusion, selection and award criteria will be applicable to all the members of the consortium. The same principle will also be applied in the case where there are sub-contractors. The bid must clearly identify the subcontractors and document their willingness to accept the tasks and thus acceptance of the terms and conditions set out in Part 2.1. Tenderers must inform the subcontractors that Article II.17 of the standard contract will be applied to them. Once the contract has been signed, Article II.13 of the above mentioned contract shall govern subcontractors.**

### 1. Exclusion criteria

Tenderers must declare on their honour that they are not in one of the situations referred to in articles 93 and 94 a) of the Financial Regulation. Tenderers or their representatives must therefore fill in and sign the form in Annex 5 to these specifications. Hereby agreeing to submit to the Commission, **if and when requested to do so**, those certificates or documents demonstrating that the tenderer is not in any of the situations described under points (a), (b), (d) and (e) below:

These articles are as follows:

Article 93:

1. Candidates or tenderers shall be excluded if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the court, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

(f) They are not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

#### Article 94

A contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in [Article 93\(1\)](#), for this procurement procedure.

### **2. Selection criteria**

Only those tenders fulfilling all the selection criteria will be examined in the light of the award criteria. The selection criteria are set out below

#### **2.1. Financial and economic capacity** should be shown by means of the following:

- A simplified balance sheet and profit and loss account, exclusively based on the annex 6 form attached to these specifications;

**In the event that the tenderer – for valid reasons which must be communicated to the Commission - is unable to complete the form as proposed above one of the following alternatives would be acceptable**

- a. financial statements for the last two financial years;
- OR**
- b. other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above

#### **2.2. Technical and professional competence:**

- Experience as evidenced by the qualifications, both educational and professional, of the service provider or contractor and those of the firm's managerial staff and, in particular those of the person or persons responsible for carrying out the service/work. Fulfilment of all requirements as set out in part 1, point 4 of these specifications must be clearly documented. Curriculum vitae must be provided.
- A reference list of relevant previous projects over the past 3 years must be provided, indicating the sums involved, dates, recipients, public or private.

#### **2.3. Authorisation to perform the contract**

- A tenderer must prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

- 

#### **2.4. Access to the market**

- A tenderer must indicate in which State they have their headquarters or domicile and to present the supporting evidence normally acceptable under their own law.

### **3. Award criteria**

**The contract will be awarded to the most cost-effective tender. The following award criteria will be applied:**

#### **Award criteria 1 – UNDERSTANDING & OBJECTIVES – maximum points: 20 (minimum score for selection: 12 points)**

This criterion is used to assess the degree to which the tender shows a clear understanding of the objectives, whether candidates have taken into consideration all of the aspects of the tasks required as well as whether the tenderer has understood all of the issues involved, including the content of the final products as well as whether every aspect required to attain the Commission's objectives have been taken into consideration.

#### **Award criteria 2 APPROACH & METHODOLOGY – maximum points: 40 (minimum score for selection: 24 points)**

This criterion assesses whether the methods the offer proposes are in conformity with the needs of the Commission. In particular this criterion assesses the capacity to resolve the questions underlying the tender in a realistic and well-structured way as well as the suitability and strength of the proposal as measured against the requirements of the specifications in terms of the technical content, completeness, proposed effort and originality of ideas. In particular, the degree to which methodologies and approaches offered show the capacity to carry out all tasks will be taken into account. Also the limitations, weaknesses and potential problems of the proposed approach will be assessed as part of this criterion.

#### **Award criteria 3 CONTINGENCY & RISK MITIGATION – maximum points: 10**

As this contract is an exploratory study, this criterion relates to the assessment of elaborations on the contingency planning for the various foreseeable risks of not being able to proceed as planned and/or deliver desired results in terms of scope, quality, or timeliness. The tender should include explanations of proposed mitigation options.

#### **Award criteria 4 - MANAGEMENT & RESOURCES – maximum points: 20 (minimum score for selection: 12 points)**

Offers will be assessed as regards the availability of resources for the completion of the contractual tasks with maximum efficiency and quality of the services requested, the quality of the project planning, the composition and organisation of the team proposed, the time attributed to each team member, all of which should be clearly outlined in the tender. It will also include the assessment of the approach the tenderer intends to adopt to ensure an effective contribution from

the staff as a whole and the mechanisms proposed to control the quality of any work performed by sub-contractors, which should be clearly outlined in the tender.

**Award criteria 5 - COMPLETENESS & CLARITY - maximum points: 10**

This criterion assesses whether the offer as a whole is complete with respect to the needed level of details. Also offers will be assessed as regards the clarity of their presentation. The tenderers are expected to focus on the conciseness of their presentation: simple, short and clear presentations which are at the same time complete, methodically robust and technically correct will score high on this criterion. Offers only repeating relevant known information but without any value added and without putting it into proper context will score very low on this criterion.

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

**4. Points**

A points system to evaluate the award criteria relating to the technical value of the offers will be applied.

A maximum of 20 points will be attributed to criterion 1, a maximum of 40 points will be attributed to criterion 2, a maximum of 10 points will be attributed to criterion 3, a maximum of 20 points will be attributed to criteria 4, and a maximum of 10 points will be attributed to criterion 5.

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 12, 24 and 12 points under criteria 1, 2 and 4 respectively, with a minimum total of 65 points in total across all criteria (no specific minimum score for selection under criteria 3 and 5).

**5. Budget**

i) The price range is fixed between € 337 500 and € 400 000 excluding VAT (including fees, travel and all other costs). Any offers received that do not respect the upper limit will be automatically excluded from the evaluation procedure. The lower limit is indicative.

The Commission is exempt from all taxes and dues, including value added tax, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union with regard to its financial contribution under the contract.

The contract may be renewed once for a further 12 months.

The price quoted must be a firm, non-revisable price and must be quoted in euro.

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.

## **6. Ranking of the tenders and award of the contract.**

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.

## **7. Opening of tenders**

The tenders received will be opened on **04/09/2012** in the Commission building at **Avenue de Beaulieu 5, B-1160 Brussels**.

One authorised representative of each tenderer (with proof of identity) may attend the opening of tenders (no expenses paid). Please inform [clima-tenders@ec.europa.eu](mailto:clima-tenders@ec.europa.eu) of the name of the attendee in advance of the opening.

## **8. Information for tenderers**

After the award decision has been taken, the Commission will inform tenderers including the grounds for any decision not to award a contract or to recommence the procedure.



## **ANNEX 1 - ADMINISTRATIVE INFORMATION FORM**

### **Organisation or individual:**

**NAME:** .....

**ADRESS:** .....

**HEADQUARTERS:** .....

### **PERSON AUTHORISED TO SIGN CONTRACT:**

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

### **PERSON FOR ROUTINE CONTACT:**

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

**Telephone and fax number:** .....

**Signature of Tenderer**

## **ANNEX 2 - QUESTIONNAIRE FOR JOINT BIDS AND SUBCONTRACTING**

*This questionnaire should only be completed if your tender involves a joint bid or subcontracting.*

### **Joint bid (refer to part 2, point 3)**

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 part 2, point 4)**

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:

.....

.....

.....

**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**

**(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>	.....		.....	.....
.....					
External experts					
	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....
	<i>Sub-total</i>	.....		.....	.....
	Total	.....		.....	.....

Signature of Tenderer

.....

Date

.....

## **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)

[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)

## **ANNEX 5**

### **Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest**

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

☐ in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator<sup>27</sup>*)

or

☐ representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

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

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation

---

<sup>27</sup> To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

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

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

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

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

## **ANNEX 6**

**Explanation – please read carefully before completing the financial capacity form (in a separate [excel table](#))**

### **How to complete Annex 6**

#### ***Simplified balance sheet and profit and loss account***

Annex 6 has to be completed by all private tenderers (and their partners in case of a consortium). Tenderers considered as public bodies or international organisations shall not complete this form. Private tenderers shall indicate if they are profit making or non profit making companies/organisations.

The purpose of this form is to collect financial data based on your company's/organisation's balance sheets. Please find below a correspondence table giving an explanation on the regrouping of different accounts with respect to the 4th Accounting Directive.

You should carefully complete this form. Given its complexity, we advise you to have the form completed by a professional accountant or an auditor. The data reported will be used to evaluate the financial viability of the company/organisation. Therefore it is very important that data reported are accurate. The Commission may wish to cross check the data with those reported in the official certified accounts.

The amounts have to be filled in euros (for financial statements established in other currencies please refer to EC InforEuro exchange rates available on <http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=home&SearchField=&Period=2003-9&Delim=,&Language=en> according to the closing date of the statement)

#### ***Abbreviation t-1 and t0***

The abbreviation *t0* represents the last certified historical balance sheet and profit and loss account; *t-1* is the balance sheet prior to the last certified one. Consequently, the *closing date t0* is the closing date of the last certified historical balance sheet; the *closing date t-1* is the closing date of the balance sheet prior to the last one. *Duration t0* is the number of months covered by the last historical balance sheet. *Duration t-1* is the number of months covered by the previous certified historical balance sheet.

#### ***Results***

The data submitted will be used to calculate the following ratios:

- 1) *Quick Ratio = Current assets - Stocks - Debtors > 1 year / Short term debt (bank and non bank)*  
indicates if the tenderer could face his short terms obligations
- 2) *GOP Ratio = Interest / GOP*  
compares the interest paid with the gross operation profit (Autonomy)
- 3) *Profitability (1) = GOP / Turnover*  
measures the risk of the company in its business cycle (proportion of the economic surplus generated by the business activity)
- 4) *Profitability (2) = NOP (i.e. GOP - depreciation) / Turnover*  
measures the risk of the company in its business cycle (after depreciation)
- 5) *Solvency = Total debt / Equity*  
shows the proportion of external financing of the company (independence of the tenderer from external financing)



**\*\* Activity ratio :** *contract amount by year / turnover*

determines the importance of the market for the tenderer and its ability to manage the complementary volume of activity

The financial data will be used to assess the applicant's liquidity, solvency, financial profitability, and the ability to meet obligations and manage the complementary volume of activity. Financial capacity assessment shall guarantee a selection of tenderers with sound and sufficient financial resources allowing them to run their activities over the period of implementation of the contract. In cases where the financial performance of the applicant is not stable, the Commission may seek to safeguard the interest of the European Union by asking for a guarantee from a bank or financial institution equal to the amount of the pre-financing payment.

<b>BALANCE SHEET</b>		<b>CORRESPONDANCE 4<sup>th</sup> ACCOUNTING DIRECTIVE</b>	
<b>ASSETS</b>		<b>ASSETS / 4th ACCOUNTING DIRECTIVE (Article 9)</b>	
<b>1. Subscribed capital unpaid</b>		<b>A. Subscribed capital unpaid</b>	A. Subscribed capital unpaid (including called capital)
<b>2. Fixed assets</b>		<b>C. Fixed Assets</b>	
2.1. Intangible fixed assets		B. Formation expenses as defined by national law C. I. Intangible fixed assets	B. Formation expenses as defined by national law C.I.1. Cost of research and development C.I.2. Concessions, patents, licences, trade marks and similar rights and assets, if they were: (a) acquired for valuable consideration and need not be shown under C (I) (3); or (b) created by the undertaking itself C.I.3. Goodwill, to the extent that it was acquired for valuable consideration C.I.4. Payments on account
2.2. Tangible fixed assets		C.II. Tangible fixed assets	C.II.1. Land and buildings C.II.2. Plant and machinery C.II.3. Other fixtures and fittings, tools and equipment C.II.4. Payment on account and tangible assets in course of construction
2.3. Financial assets		C.III. Financial assets	C.III.1. Shares in affiliated undertakings C.III.2. Loans to affiliated undertakings C.III.3. Participating interests C.III.4. Loans to undertakings with which the company is linked by virtue of participating interest C.III.5. Investments held as fixed assets C.III.6. Other loans C.III.7. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value)
<b>3. Current assets</b>		<b>D. Currents assets</b>	
3.1. Stocks		D.I. Stocks	D.I.1. Raw materials and consumables D.I.2. Work in progress D.I.3. Finished products and goods for resale D.I.4. Payment on account
3.2.1. Debtors due after one Year		D.II. Debtors, due and payable after more than one year	D.II.1. Trade debtors D.II.2. Amounts owed by affiliated undertakings D.II.3. Amounts owed by undertakings with which the company is linked by virtue of participating interest D.II.4. Others debtors D.II.6. Prepayments and accrued income
3.2.2. Debtors due within one year		D.II. Debtors due and payable within a year	D.II.1. Trade debtors D.II.2. Amounts owed by affiliated undertakings D.II.3. Amounts owed by undertakings with which the company is linked by virtue of participating interest D.II.4. Others debtors D.II.6. Prepayments and accrued income
3.3. Cash at bank and in hand		D.IV. Cash at bank and in hand	D.IV. Cash at bank and in hand
3.4. Other current assets		D.III. Investments	D.III.1. Shares in affiliated undertakings D.III.2. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value) D.III.3. Other investments
<b>Total assets</b>		<b>Total assets</b>	

<b>LIABILITIES</b>	<b>LIABILITIES / 4th ACCOUNTING DIRECTIVE (Article 9)</b>
--------------------	---

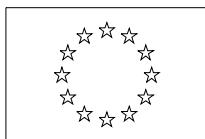
<b>4. Capital and reserves</b>
4.1. Subscribed capital
4.2. Reserves
4.3. Profit and loss brought forward from the previous years
4.4. Profit and loss for the Financial year
<b>5. Creditors</b>
5.1.1 Long term non-bank debt
5.2.1. Long term bank debt
5.1.2. Short term non-bank debt
5.2.2. Short term bank debt
<b>Total liabilities</b>

<b>A. Capital and reserves</b>	
A.I. Subscribed capital A.II. Share premium account	A.I. Subscribed capital A.II. Share premium account
A.III. Revaluation reserve A.IV. Reserves	A.III. Revaluation reserve A.IV.1. Legal reserve, in so far as national law requires such a reserve A.IV.2. Reserve for own shares A.IV.3. Reserves provided for by the articles of association A.IV.4. Other reserves
A.V Profit and loss brought forward from the previous years	A.V Profit and loss brought forward from the previous years
A.VI. Profit or loss for the financial year	A.VI. Profit or loss for the financial year
<b>C. Creditors</b>	
B. Provisions for liabilities and charges (> one year) C. Creditors (> one year)	B.1. Provisions for pensions and similar obligations B.2. Provisions for taxation B.3. Other provisions C.1. Debenture loans, showing convertible loans separately C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks C.4. Trade creditors C.6. Amounts owed to affiliated undertakings C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests C.8. Other creditors including tax and social security C.9. Accruals and deferred income
C. Creditors "credit institutions" (> one year)	C.2. Amounts owed to credit institutions C.5. Bills of exchange payable
B. Provisions for liabilities and charges (= one year) C. Creditors (= one year)	B.1. Provisions for pensions and similar obligations B.2. Provisions for taxation B.3. Other provisions C.1. Debenture loans, showing convertible loans separately C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks C.4. Trade creditors C.6. Amounts owed to affiliated undertakings C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests C.8. Other creditors including tax and social security C.9. Accruals and deferred income
C. Creditors "credit institutions" (= one year)	C.2. Amounts owed to credit institutions C.5. Bills of exchange payable
<b>Total liabilities</b>	

<b>PROFIT AND LOSS ACCOUNT</b>
<b>6. Turnover</b>
7. Variation in stocks
8. Other operating income
9. Costs of material and consumables
10. Other operating charges
11. Staff costs
<b>12. Gross operating profit</b>
13. Depreciation and value adjustments on non financial assets
<b>14. Net operating profit</b>
15. Financial income and value adjustments on financial assets
16. Interest paid
17. Similar charges
<b>18. Profit or loss on Ordinary activities</b>
19. Extraordinary income and Charges
20. Taxes on profits
<b>21. Profit or loss for the Financial year</b>

<b>PROFIT AND LOSS ACCOUNT / 4<sup>TH</sup> ACCOUNTING DIRECTIVE (Article 23)</b>	
<b>1. Net turnover</b>	1. Net turnover
2. Variation in stock of finished goods and in work in progress	2. Variation in stocks of finished goods and in work in progress
3. Work performed by the undertaking for its own purposes and capitalized.	3. Work performed by the undertaking for its own purposes and capitalized
4. Other operating income	4. Other operating income
5. (a) Raw materials and consumables	5. (a) Raw materials and consumables
5. (b) Other external charges	5. (b) Other external charges
8. Other operating charges	8. Other operating charges
6. Staff costs	6. (a) Wages and salaries 6. (b) social security costs, with a separate indication of those relating to pensions
<b>Gross operating profit .</b>	
7. Depreciation and value adjustments on non financial assets	7. (a) Value adjustments in respect of formation expenses and of tangible and intangible fixed assets 7. (b) Value adjustments in respect of current assets, to the extent that they exceed the amount of value adjustments which are normal in the undertaking concerned
<b>Gross operating profit - Depreciation and value adjustments on non-financial assets</b>	
Financial income and value adjustments on financial assets	9. Income from participating interests 10. Income from other investments and loans forming part of the fixed assets 11. Other interest receivable and similar income 12. Value adjustments in respect of financial assets and of investments held as current assets
Interest paid	13. Interest payable and similar charges
Similar Charges	
<b>Profit or loss on ordinary activities</b>	15. Profit or loss on ordinary activities after taxation
Extraordinary income and charges	16. Extraordinary income 17. Extraordinary charges
Taxes	14. Tax on profit or loss on ordinary activities 19. Tax on extraordinary profit or loss 20. Other taxes not shown under the above items
<b>Profit or loss for the financial year</b>	21. Profit or loss for the financial year

## **ANNEX 7**



**EUROPEAN COMMISSION**  
DIRECTORATES-GENERAL  
ENVIRONMENT AND CLIMATE ACTION  
SRD - Shared Resources Directorate  
**SRD.2 - Finance**

*(Please fill in your address)*

---

### **ACKNOWLEDGEMENT OF YOUR TENDER**

**Our reference: CLIMA.A.4/SER/2012/0020**

**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.

MarketsTeam  
SRD.2

---

<sup>1</sup> Your personal contact data has been recorded in a database used by the Markets Team of unit SRD.2 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.

## **ANNEX 8**

### CHECK LIST

	<b>Document / information</b>	<b>Page(s) in offer</b>
1	Administrative information form filled in	
2	Financial offer duly signed	
3	Legal entity and financial identification forms completed and signed	
4	Declaration of the candidate's eligibility regarding exclusion criteria, completed, signed and dated (and supporting evidence, if relevant)	
5	Questionnaire for joint bids and sub-contracting	
6	Acknowledgement form with candidate's address	
7	Technical bid	
8	Possible annexes	
9	Tenders addressed and labelled correctly (pages 1-2 Invitation to tender)	