



EUROPEAN COMMISSION
DIRECTORATE-GENERAL ENVIRONMENT

Directorate C - Quality of Life
Unit C.2 - Marine Environment & Water Industry

Call for tenders ENV/2020/OP/0007

**Support on the implementation of the Urban Waste Water
Treatment Directive (91/271/EEC)**

Open procedure

TENDER SPECIFICATIONS

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1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Contracting authority: who is the buyer?

This call for tenders is launched and managed by the European Commission, referred to as the *Contracting authority* for the purposes of this call for tender, assisted by its Directorate General for Environment.

1.2. Subject: what is this call for tenders about?

The subject of this call for tenders is the support on the implementation of the Urban Waste Water Treatment Directive (91/271/EEC).

1.3. Lots: is this call for tenders divided into lots?

This call for tenders is not divided into lots.

1.4. Description: what do we want to buy through this call for tenders?

The services that are the subject of this call for tender, including any minimum requirements, are described in detail below.

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

TECHNICAL SPECIFICATIONS

1.4.1 Background

Council Directive 91/271/EEC concerning urban waste water treatment¹ was adopted in 1991 (hereinafter 'the Directive' or 'the UWWTD'). The objective of the Directive is to protect the environment from the adverse effects of waste water discharges. The Directive concerns the collection, treatment and discharge of urban waste water and the treatment and discharge of waste water from certain industrial sectors. The Directive will undergo an impact assessment to analyse possible options for waste water treatment in the future.

The Directive requires Member States (MS) to ensure that urban settlements (called agglomerations in the Directive) are equipped with collecting and treatment systems for their urban waste waters and that the results of the treatment meet the standards laid down in the Directive.

Regular reporting under the Directive

The Directive establishes monitoring and reporting requirements. Its Article 15 requires Member States to collect monitoring data and to make them available to the European Commission (the Commission) upon request. Article 17 of the UWWTD requires Member States to establish a programme for the implementation of the Directive and to report updates to this programme to the Commission every 2 years, if necessary. An implementing decision² defines the formats for reporting on the national programmes for the implementation of the Directive.

Member States submit data under Article 15 and 17 of the Directive electronically through a platform of the European Environment Agency (EEA) called Reportnet.³ Member States compile collected data and upload spatial and tabular files as part of their submission through a "Questionnaire". The EEA, assisted by the European Topic Centre on Inland, Coastal and Marine Waters (ETC/ICM) checks the quality of the submitted datasets. ETC/ICM reviews the quality control (QC) feedback and spatial data, prior to either technical acceptance of the submission (i.e. the envelope), or feedback to the Member State on errors to be corrected. Once technically accepted, the datasets are marked as complete in the central data repository (CDR), formatted and imported into the final database.

¹ Council Directive 91/271/EEC of 21 May 1991 concerning urban waste water treatment (OJ L 135 30.5.1991, p. 40). <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1581334912523&uri=CELEX:01991L0271-20140101>

² 2014/431/EU: Commission Implementing Decision of 26 June 2014 concerning formats for reporting on the national programmes for the implementation of Council Directive 91/271/EEC (notified under document C(2014) 4208) <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1405007191767&uri=CELEX:32014D0431>

³ See the technical specifications for reporting under Articles 15 and 17 at: <http://rod.eionet.europa.eu/obligations/613> and <http://rod.eionet.europa.eu/obligations/524>

Next, the EEA passes the final datasets to the Commission and a compliance assessment is initiated. The Commission, with the help of a contractor, uses the SIIF (Structured Implementation and Information Framework) to verify the datasets sent by the Member States, assess compliance per Member State and to aggregate the resulting information at EU level.

The SIIF⁴ is a Commission tool developed to support national reporting. The aim of the SIIF is to automatically check Member States' databases and present data and information related to compliance with the UWWTD. It is an open source dissemination IT toolbox, which is available on GitHub.⁵

Based on the compliance assessment, the Commission prepares a biennial implementation report. The last report covers the reporting cycle for reference year 2016. All published implementation reports are available on the Commission's website⁶.

Based on this information, the EEA produces the Waterbase⁷ (publicly available MS-Access and CSV database), the interactive European WISE UWWTD map viewer⁸ and data viewer⁹.

Assessment of legal compliance under the Directive

The Commission established a methodology to process and evaluate the data on waste water collection and treatment reported by the MS, and to assess the compliance status of agglomerations with respect to the provisions of the Directive. The complete methodology is available on the Commission's website¹⁰.

Compliance rates are calculated on the basis of the agglomerations under compliance obligations by the reference year, and are obtained by comparing the number of population equivalents (p.e.) from fully compliant agglomerations only, referred to as the total amount of p.e. with compliance obligations.

⁴ See the SIIF (Structured Implementation and Information Framework) at: <https://uwwtd.eu/>

⁵ See the GitHub platform at: <https://github.com/OIEau/uwwtd>

⁶ See the reports at: http://ec.europa.eu/environment/water/water-urbanwaste/implementation/implementationreports_en.htm

⁷ <https://www.eea.europa.eu/data-and-maps/data/waterbase-uwwtd-urban-waste-water-treatment-directive-6>

⁸ <https://www.eea.europa.eu/themes/water/water-pollution/uwwtd/interactive-maps/urban-waste-water-treatment-maps>

⁹ https://tableau.discomap.eea.europa.eu/t/Wateronline/views/UWWTP/Menu?%3Aembed=y&%3AshowShareOptions=true&%3Adisplay_count=no&%3AshowVizHome=no

¹⁰ UWWTD legal compliance assessment methodology document June 2014 and Evaluation of information reported in the frame of UWWTD questionnaires October 2014 <https://circabc.europa.eu/ui/group/65764c73-4a57-45dc-8199-473014cf65bf/library/f12a5cf2-4687-42fb-8275-fcf5aec59f63/details>

The above methodology may evolve, e.g., to incorporate any relevant ruling of the EU Court of Justice that would entail change(s) in concepts in the methodology, better assessment systems or routines, reflect special situations such as potentially questionable compliance rates, based on the infrastructure in place or in the case of MS with non-expired deadlines.

Having calculated the compliance rate for each Member State, the Commission further analyses cases where a member state failed to comply with their obligations under the Directive. Generally, non-compliance with the UWWTD is detected on the basis of the latest report. The breach list is prepared on the basis of those latest results, which can then be used as part of an infringement procedure.

The Commission may decide to open an infringement procedure when the member state fails to comply with their obligations under the UWWTD, in accordance with Article 258 of the Treaty on the Functioning of the EU. There are currently around 40 infringement cases open under the Urban Waste Water Treatment Directive and more are planned for the coming years. The Commission tends to launch horizontal grouped cases, i.e., cases comprising large groups of agglomerations in a given member state that are found in breach under the same legal basis, rather than individual cases. To open an infringement procedure, the Commission first sends a Letter of Formal Notice.

The Commission usually annexes a template (in Excel) to the Letter of Formal Notice, through which a member state can provide the updated information in a commonly agreed format (see the additional document accompanying these tender specifications). It is composed of four sheets:

- 1- The first sheet is the "breach list": a list of agglomerations found in alleged non-compliance (usually defined on the basis of the latest reporting results), pre-filled by the Commission with basic information and identifying the agglomerations concerned, together with the breaches found (Articles 3, 4 or 5).
- 2- The second sheet is to be completed by the MS (on the basis of the agglomerations allegedly in breach in the first sheet) and is targeted to provide updated information on load, collection, treatment, and comments on the reasons for the breach. The objective of this sheet is to identify the agglomerations that have become compliant in the period between reporting and the Commission's letter, and to gather more recent information on those that remain in breach.
- 3- The third sheet is a table to be completed by MS for agglomerations considered non-compliant in the Commission's breach list, but considered as compliant by the MS. In this table, MS must provide detailed information on the sample results from a complete year, corresponding to the treatment plant(s) serving the agglomeration, together with other details that would make the assessment of the plant possible (i.e. capacity to serve the agglomeration, level of treatment, load entering the plant).
- 4- The fourth sheet is to be completed only if there have been substantial changes in the agglomerations initially found in breach, (e.g. re-definition, changes in boundaries, load, names, agglomerations split or merged or any other change that is relevant in the opinion of the MS, along with necessary justifications), together with updated information on identification and location, when applicable. This information may be necessary to apply changes and re-assess compliance, taking into account these reported updated features.

Member States usually send the data back in the commonly agreed tables. Additional, more detailed, information may also be part of their replies. Member States usually provide the commonly agreed tables in English and the additional information in their respective languages. The Commission uses the data as indicated above to obtain updated technical information on the compliance situation at every stage of the infringement procedure.

The cases that need to be assessed by the contractor vary in dimension (number of agglomerations to be checked), stage of the procedure (Letter of Formal Notice, Reasoned Opinion, Referral) and type of information to be assessed.

1.4.2 Objectives

This contract has three objectives:

- 1) To assess the status of implementation (based on reporting under Art 15) and to analyse the programmes for the implementation of the UWWTD (based on reporting under Art 17) in Member States
- 2) To provide support for the assessment of Member States' replies to the requests of information launched by the Commission in the frame of legal infringement procedures.
- 3) To provide technical support and advice to the Commission on recent developments in relation to the UWWTD e.g. petitions, statistics, visualisation of data, analysis of investments in the water sector, compilation or comparison of UWWTD data with other data e.g. data on quality of surface waters.

1.4.3 Detailed characteristics of the tasks

Task 1. UWWTD compliance analysis for 2018 reporting (estimation of resources required: 40%)

Task 1 is related to the reporting cycle for reference year 2018 (11th reporting cycle). The general objective for this task is to support the Commission in carrying out the compliance assessment for the reference year 2018.

Task 1 has four specific objectives:

- 1) To perform automatic checks using the SIIF tool as well as to perform additional manual checks of the Article 15 and 17 datasets;
- 2) To consult the Member States as to clarify or amend the Article 15 and 17 datasets;
- 3) To carry out the assessment of the compliance rate and distance to target at the agglomerations' level based on the Article 15 datasets;
- 4) To summarise for the Commission the information reported and assessed at Member State and EU level.

At each stage of the infringement procedure, the member state sends updated technical information on the compliance situation as part of their reply. Overall, in the reply, a large amount of technical information on the compliance situation (agglomerations, treatment plants, etc.) is sent to the Commission.

The expected results, after completing this task are better Member State reports, more information for the Commission about the implementation status of the Directive, better dissemination of the relevant information to the public and improved quality of the data gathered at EU level.

Sub-task 1.1. Ensure the operation of the SIIF and the generation of the Registers

There are a number of items under this sub-task.

- Host the SIIF website

All the SIIF websites (public and development websites) will be operated, supported and managed by the contractor, using the url: <http://uwwtd.eu>. The contractor will have to undertake the necessary action to host this domain. The costs linked to the purchase of the domain and the annual fee will have to be borne by the contractor during the entire contract duration. The SIIF website has to remain functioning with the data of previous reporting exercises that have been uploaded so far. The contractor shall also provide the Commission all rights to access the functionalities and the administration features of the SIIF during the contract duration.

- Security plan and SLA for SIIF

The contractor shall maintain the operations of the SIIF software. In this perspective, a Security Plan is needed. Within the first two months of the contract, the contractor shall draft a Security Plan based on the IT Security Risk Management Methodology (<https://webgate.ec.europa.eu/fpfis/wikis/spaces/viewspace.action?key=ITSRM2>) and submit it to the Commission for approval. The plan will identify current risks, their assessment, and potential mitigating measures. The mitigating measures required for non-accepted risks shall be implemented during the contract.

Additionally, the contractor will draft a Service Level Agreement (SLA) with the Commission within the first two months of the contract and reach an agreement on it with the Commission. The SLA shall at minimum take into account the following aspects (knowing that the core use of the system is foreseen to be Commission working days from 8:00 until 18:00):

- Availability (%) during core use time
- Availability (%) outside core use time
- Availability (%) in announced peak time use (peak announcements shall be done by the Commission at least 10 working days in advance)
- Average target resolution time for bugs
- Maximum unavailability for planned and unplanned downtimes

- Disaster management
- Load and stress tests session to be performed regularly to guarantee an average response time (in seconds) for concurrent access (in number of users) of all major functionalities

The **offer** shall contain a **draft proposal** for the **SLA**.

The contractor shall also deliver two SIIF Software Maintenance Reports after 12 months and 23 months after signature of the contract. The report will have an update on performance under the SLA, an overview on website availability and on security measures applied.

- Adapt SIIF to new requirements

The SIIF software has to be adapted to any changes applied in the EEA's reporting processes e.g. updates to the XML format used by EEA/ETC. The contractor will check if changes are needed to the import tool based on these changes. It may also be necessary to update the SIIF QA/QC¹¹ scripts with changes identified.

Additionally, the interface of SIIF website must meet the corporate requirements of the Commission following guidelines on design (http://ec.europa.eu/ipg/design/index_en.htm) and web tools (http://ec.europa.eu/ipg/services/interactive_services/index_en.htm). The disclaimer must follow Commission rules on data protection and be in conformity or compliance with Regulation 2018/1725.

- Update the Register and other templates

The contractor shall verify the coherence, correct errors and add any missing elements in the structure of the Register¹² as currently generated by the SIIF tool. The Commission will provide a preliminary list of errors identified during the 10th reporting cycle. The Register will contain one sheet with graphs and tables summarising the compliance rates and distance to target for year 2018 and an overview for years 2014-2018.

The contractor will document all changes in the template of the Register and discuss them with the Commission. The template for the Register is subject to prior approval by the Commission within the first two months of the contract. The contractor will also prepare for the Commission's approval the table of content for the Raw Data Assessment report and other templates e.g. the template for the 'Art 17 synthesis table'.

¹¹ QA/QC: is Quality Assurance/ Quality Control the combination of quality assurance, the process or set of processes used to measure and assure the quality of a product, and quality control, the process of ensuring that products and services meet expectations.

¹² Register: is an Excel file with 21 sheets with raw data, calculated data, aggregated data, statistics and graphs.

- Update the algorithms

The compliance rate and distance to target algorithms need updating based on lessons learnt from the 10th reporting cycle and in cases where Article 3 and 4 deadlines are different to the Article 5 deadlines (e.g. Article 5 is still under pending deadline). The contractor must use the official compliance assessment methodology¹³ and apply the legal criteria developed by the Commission.

The contractor will expand the calculations of distance to target by adding to the algorithm the elements of non-collected load (regarding the distance to the treatment target) and pending deadlines. The changes in the algorithms will be discussed based on the template for the Register and must be approved by the Commission.

Sub-task 1.2. Assess the datasets reported by the Member States

Under this sub-task, the contractor will use the SIIF tool to carry out the following actions:

- Upload the Member State datasets concerning reference year 2018

The contractor will import from the CDR and upload to the SIIF tool the final datasets (Articles 15 and 17) submitted by MS and quality checked by EEA/ETC.

- Identify discrepancies and potential errors in the reported datasets

The contractor will use the SIIF software to perform complementary QA/QC analyses, in addition to the automated QC tests included in the EEA/ETC tool. The SIIF tool will automatically generate the draft content of the SIIF national websites, the draft Registers and draft Art 17 synthesis tables. The contractor shall identify potential anomalies/inconsistencies in the datasets both for Article 15 and Article 17 reporting on the basis of a critical review of the results of the automatic calculations and statistics generated by the SIIF tool and shown on national websites. Compliance rate and distance to target calculations are key in this sub-task.

The contractor will collect the results and main conclusions of the QA/QC analyses and prepare their feedback by drafting a Raw Data Assessment report.

The contractor will clarify with Member States at this stage if a resubmission is needed (e.g. in case of mistakes or misunderstandings of factual data). In the case that a Member State resubmits corrected datasets on Reportnet, an additional round of importing datasets will be necessary. The contractor will have to work in close coordination with the EEA/ETC during the resubmissions. All correspondence will be recorded in the Raw Data Assessment report.

¹³ UWWTD legal compliance assessment methodology document June 2014 and Evaluation of information reported in the frame of UWWTD questionnaires October 2014 <https://circabc.europa.eu/ui/group/65764c73-4a57-45dc-8199-473014cf65bf/library/f12a5cf2-4687-42fb-8275-fcf5aec59f63/details>

- Complete the assessment of the reported datasets

There are cases where automatic calculations are not possible (e.g. transitional deadlines). For those cases, the contractor will complete manually the required assessments and document all manual changes in the Raw Data Assessment report. In consultation with the Commission, the contractor will change any parts of the Register that cannot follow the automatic calculation rules. Compliance rate and distance to target calculations are key in this sub-task. The Commission needs to be consulted in case of issues relating to legal interpretation or legal compliance.

A specific analysis will be carried out as regards the reuse of waste water, storm-water overflows and sludge reuse.

- Technical assessment of Article 15 reporting

The contractor will assess the calculations of compliance rate¹⁴ and the distance to target¹⁵ shown in the SIIF national websites and in the Registers. Within the first six months of the contract, the contractor will deliver the 27 draft Registers. The Raw Data Assessment report will include an explanatory note summarising the particularities of the member state and main findings concerning its reporting. It will indicate any possible issues for which the Commission might need to take a position in their communication with the Member States.

- Technical assessment of Article 17 reporting

The contractor will assess the programmes for the implementation of the UWWTD submitted by Member States under Article 17 and in line with the implementing decision on the formats for reporting¹⁶. The investment analysis is not automatic and therefore the contractor will need to consult the Member States and extract key information. The contractor will prepare the draft ‘Art 17 synthesis table’ in Excel containing both a compilation of data reported (table 2-4 of the implementing decision) and an overview table including key data for 2014, 2016 and 2018. The conclusions of this assessment will be included in the Raw Data Assessment report.

The **offer** shall contain a **proposal** for a **2014-2018 overview table** with key information in the context of investments.

¹⁴ Compliance rate: the percentage of waste water load of compliant agglomerations. It is an indicator of the level of full implementation of the Directive in agglomerations.

¹⁵ Distance to target: the percentage of the non-compliant waste water load. It is a measure of the effort necessary to reach compliance with the Directive.

¹⁶ 2014/431/EU: Commission Implementing Decision of 26 June 2014 concerning formats for reporting on the national programmes for the implementation of Council Directive 91/271/EEC (notified under document C(2014) 4208) <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1405007191767&uri=CELEX:32014D0431>

- Consult the Member States

The contractor will consult the results of their assessment and in particular any potential anomalies for Article 15 and Article 17 reporting with the reporters from the Member States by sharing the draft Registers, draft Art 17 synthesis table and the Raw Data Assessment reports. The Member States should be granted access to the SIIF development websites. For some member states (e.g. large countries with recurring quality problems in their datasets), it is expected that several rounds of exchanges will be required. All communication will be recorded in the Raw Data Assessment report i.e. date, key message of e-mail, action taken and other key information.

The contractor will be in charge of sending and receiving the e-mails regarding comments and changes proposed by the Member States and will update the Commission on the situation and the proposed changes. The contractor will also keep records of the correspondence with the Commission and the EEA/ETC, especially in relation to the decisions made and data corrections done.

Throughout sub-task 1.2, the contractor shall inform the Commission in case difficulties occur with a member state as early as possible and shall propose a method to manage them within the duration of the sub-task.

As a final point, the consultant will ask for a confirmation from each Member State that they accept information included in the Register and Art 17 synthesis table. The approval must be recorded in the Raw Data Assessment report.

The Raw Data Assessment report will be a working document throughout the duration of Task 1.

- Transfer the finalised data to the Commission and the EEA

Once all anomalies are corrected and the calculations are approved by the Member States and the Commission, the contractor will supply:

- The extract of compliance data so that the EEA can incorporate compliance information into their data viewer. The contractor shall ensure that the format used for this exchange of information is compatible with the formats in use at the EEA and that the transfer is completed within 3 weeks of the finalisation of the results. The objective is to ensure that the information included in the Waterbase and the SIIF websites correspond to the information reported at national level available in the Reportnet envelope, as the latter is the data that is legally valid;
- The Registers and Art 17 synthesis tables together with the latest version of the Raw Data Assessment reports to the Commission.

Sub-task 1.3. Prepare technical reports and aggregated information

Under this sub-task, the contractor shall deliver the following items:

- SIIF website

The EU platform of the SIIF website displays aggregated information at national level and at EU level and is an access point to SIIF national websites. The contractor will update the EU platform by synthesising national information for 2018, providing results aggregated at EU level and making possible the comparison between MS and historical analysis.

- Article 17 report (2014-2018)

The contractor will analyse the plausibility/comparability of the data reported on investment needs 2014, 2016 and 2018, to gain an understanding on the limitations and strengths of this information. The contractor should potentially foresee a meeting to take place at the Commission premises in Brussels under this task around month 12 of the contract to participate in a broader discussion on guidance for Article 17 reporting. This sub-task will entail a concise report summarising the findings of this analysis.

- EU Report

The contractor will propose a template for the EU report to the Commission for prior approval within the first six months of the contract. The contractor will draft an EU report, accompanied by annexes. The report will present and discuss the main findings on the status of the implementation of the UWWTD at EU level for year 2018. The report will also contain an analysis of historical trends. The annexes will contain detailed tables, graphs and maps to complement the information provided in the report.

- Aggregated data of the EU Report

The contractor will prepare an aggregated file in Excel including assessment results used in the EU report and the datasets behind the tables and graphs. It will include information related to the compliance rate, distance to target, Article 17 reporting and an analysis of historical trends.

Sub-task 1.4. Document the SIIF functionalities and share knowledge

With the aim of enhancing the dissemination of EU environment-related data and to improve the integration of the data collected under the UWWTD, the Commission and the EEA are in the process of identifying which elements of the SIIF functionality to transfer to the EEA IT-system. The uptake of the SIIF functionalities into the EEA system will be implemented gradually and will be done through a separate contract.

The adaptation of the EEA IT-system will be done by the EEA IT-department. The contractor should potentially foresee two meetings (around months 4 and 6 of the contract) to take place at the EEA premises in Copenhagen under this sub-task to discuss with the EEA and the Commission the work needed.

Under this sub-task, the contractor shall carry out the following actions:

- SIIF software and data package

During the service contract, the contractor will ensure that the SIIF software is operational based on the agreed SLA. Towards the end of the contract, the contractor will create a package containing the up-to-date software and data content equivalent to the operational SIIF websites allowing for potential reinstallation. The delivery method/format shall be decided in agreement with the Commission.

The contractor will also deliver the related technical documentation relevant to the management of the SIIF tool and the <http://uwwtd.eu> domain e.g. software installation kit, organisation of website content and semiology.

- Assist in the transfer of part of the SIIF functionalities to the EEA system

The contractor shall share their knowledge and expertise on the SIIF software with the EEA to assist in the transfer. The contractor shall ensure that the key information under this sub-task is provided to the EEA and the Commission within the first six months of the contract. This will include but is not limited to the following:

- SIIF QA/QC rules - the contractor will identify the gaps between the QA/QC rules of SIIF and the QC tests included in the EEA/ETC web tool and provide a summary of the missing checks. The contractor shall also propose an approach for integrating historic coherence checks. The contractor will have to work in close coordination with the EEA/ETC during this sub-task and share their expertise.
- Organisation of SIIF content and visuals - the contractor will present which SIIF visuals have proven to be most interesting for SIIF website visitors.
- SIIF algorithm rules - the contractor should provide appropriate support to facilitate the transfer of the compliance calculation algorithms of SIIF to the EEA system. The contractor will discuss with the EEA and their consultants how the SIIF tool works and will explain the full functionality of the system. This will require close cooperation with the EEA.

- SIIF Transfer Report

The contractor will support the EEA and their consultants as necessary to transfer the selected SIIF functionalities and implement the compliance algorithms in the EEA system. The contractor will provide a SIIF Transfer Report to the EEA. The content of the document will be tailored to the needs of the EEA and agreed on with the EEA in advance based on outcomes of the listed above (see above: Assist in the transfer of part of the SIIF functionalities to the EEA system).

Input by the Contracting Authority for Task 1

The Commission will provide to the contractor the SIIF software on an appropriate medium, the documentation relevant to the management of the <http://uwwtd.eu> domain and updated guidance documents and well as technical documentation.

The open source SIIF software is available on GitHub: <https://github.com/OIEau/uwwtd>

Also, the contractor will have access to all data model changes applied by the EEA and other relevant documents.

Deliverables for Task 1

| SUBTASK | DELIVERABLES | TIMING |
|---|--|--|
| Sub-task 1.1 Ensure operation of the SIIF website and the generation of the Registers | - SLA - Security Plan - Template of Register & Art 17 synthesis table - Table of content for Raw Data Assessment report | 2 months after signature of the contract |
| | - SIIF Software Maintenance Report | 12 and 23 months after signature of the contract |
| Sub-task 1.2 Assess the datasets reported by the Member States | - 27 draft Registers | 6 months after signature of the contract |
| | -Extract of compliance data for incorporation in EEA data-viewer - 27 Registers - 27 Art 17 synthesis tables - 27 Raw Data Assessment reports | 12 months after signature of the contract |
| Task 1.3 Prepare technical reports and aggregated information | - Article 17 report (2014-2018) - EU Report - File with aggregated data of the EU Report | 18 months after signature of the contract |
| Task 1.4 Document the SIIF functionalities and sharing of knowledge | - SIIF Transfer Report | 6 months after signature of the contract |
| | - SIIF software and data package - documentation related to the package | 23 months after signature of contract |
| | | |
| Task 1 | - Minutes of meetings held in the frame of Task 1 | Progressively delivered within two weeks of each meeting |

Task 2. Assessment of replies to legal requests by the Commission to Member States that Member States sent as part of infringement procedures (for MS who failed to comply with their obligations under UWWTD) (estimation of resources required: 50%)

Based on Article 15 reporting, the Commission sends requests to Member States to open an infringement procedure when a member state fails to comply with their obligations under UWWTD. The Commission assesses whether the information provided by the member state in their replies to “legal requests” (i.e. the different steps of the infringement procedure) demonstrates compliance with the Directive's requirements and decides whether to move to the next stage of the infringement procedure.

Task 2 requires the contractor to provide assistance in the technical assessment of this information. However, the Commission remains responsible for the decisions on infringements at all times.

Task 2 has three specific objectives:

- To verify information sent by Member States as part of their replies during infringement procedures;
- To assess the data submitted by the Member States;
- To summarise for the Commission the information sent and assessed.

It is expected that the number of agglomerations to be handled will not go beyond 5,500 in total. The 5,500 agglomerations shall be distributed amongst approximately 12 cases to be assessed by the contractor under Task 2.

Replies sent by MS in the next legal stages of the procedures at stake in this contract will also be assessed by the contractor and counted as an iteration of the cases in the former legal stage, i.e., shall not be counted twice. New replies and/or iterations of others already assessed (next legal stage) shall not be assessed if they arrive less than two months before the end date of the implementation of the tasks foreseen in the contract. Should fewer than 5,000 agglomerations be assigned by the Commission to the contractor under Task 2, the unused resources can be transferred to Task 3.

The documentation received may be in any EU language e.g. Italian, Spanish, French. Expert coverage in all EU Member States is not necessary for Task 2, however the contractor should foresee the potential need to translate documentation from languages such as Polish, Czech, Bulgarian, Hungarian, Portuguese, Slovenian etc.

The cases assessed by the contractor need a periodical follow up throughout the duration of the contract, based on the successive legal stages that follow the technical assessment. It is expected that on average, two new updates for each case will be received, but in exceptional cases, a third update may be sent to the contractor for assessment during the duration of the contract.

Two technical assessments of the information provided by the member state are normally expected from the contractor for each case. However, the number of agglomerations to be assessed will decrease after each update as compliance is expected to be gradually reached in successive legal stages. The "new" information to be checked under the assessment of a next

legal stage (when the previous one was already assessed by the contractor) will be limited to the updates sent in the reply, as the relevant data will have already been assessed in previous stages, and a number of agglomerations will have been removed from the case due to reaching compliance. The contractor is therefore expected to update previous assessments on the basis of new submitted information.

Sub-task 2.1. Verify information sent by Member States

The main items for this sub-tasks are:

- Check previous information

Most of the documents to be assessed by the contractor correspond to replies to Letter of Formal Notice (LFN) or reasoned opinions (RO). In rare cases, there may be additional information available as part of the pre-litigation/EU Pilot phase or the LFN phase, both the related Commission's request and the corresponding MS' reply may include information which would be valuable for the understanding of the reply to the LFN/RO, as both stages are interlinked. In other cases, the LFN will be based on the latest reported information under the last reporting exercise. For reasoned opinions, previous information will relate to the LFN and the reply to the LFN. The contractor must foresee time to check the previous information, especially if certain issues in the reply remain unclear or are better explained in previous information. Moreover, in case of missing data in the reply to be assessed and if such data are available in previous legal stages, the previous information may be considered as valid. This issue especially applies to cases in Court Proceedings.

- Cross-check with other alternative sources of information

In certain instances, the contractor must also check alternative information which, according to their expertise, might be useful for cross-checking certain aspects of the last reply provided by MS under the frame of the infringement procedure. This type of check should be done only where relevant (this may be discussed with the Commission in advance) and will in particular be useful for (but not limited to) justifications of changes that would lead to less stringent requirements of the Directive (e.g. agglomeration size reduced to below the threshold of 10,000 p.e.). Some examples of such alternative information would be: local/regional reports, data from monitoring under other Directives, information from River Basin Management Plans (RBMP's) etc. Such cross-checks shall only be carried out against objective and reliable data and information sources that are generated by trustworthy sources (local/regional/national/European Authorities, other stakeholders relevant in the environmental/health field (International Institutions, NGO's etc.). The contractor will flag to the Commission agglomerations for which incoherencies exist.

- Cross-check with Article 17 reporting

In certain cases, the contractor may need to compare the information sent by Member States with the information available from the assessment under Task 1 (i.e. Article 17 reporting results). Incoherencies should be flagged to the Commission so that they can potentially be fed into the analysis under Sub-task 1.3 on Article 17 reporting (2014-2018) and vice versa.

The information gathered under Article 17 may be relevant to know if the Member State is taking action to solve the problem, by when and if such action is sufficient.

Task 2.2. Assess the data sent by the Member States – technical compliance assessment

Guidance on methodology is the following:

- a) Provide an updated technical assessment and a tentative compliance assessment for the agglomerations covered in the case based on the information in the MS replies.

The assessment of both the excel forms and the additional documents, if provided shall be carried out. The contractor is expected to:

- a(1) Check if the information requested in the sheet "breach list" is provided in the sheet "main table", and also if there have been changes on basic information, which should be included in the sheet "updating info".
- a(2) On the basis of the available information, and applying the current methodology¹⁷ which is used for the assessment in the Article 15 Report (referred to in the List of annexes), the tenderer must double-check all the data submitted by each MS and confirm (or not) the situations of compliance or non-compliance for Articles 3, 4 and/or 5 of the Directive stated by MS in their reply. It is also important to check if article 15 is claimed in the case or not, as the methodology to apply would substantially change.
- a(3) In case of disagreement with the MS's assessment, the reasons must be clearly explained. This assessment must also take into account the information included in the additional documents (if provided), the information from alternative sources, if available and relevant (which may also give place to an alternative assessment), and the eventual changes in the sheet updating info.
- b) Update the old information database ('breach list') so that a new dataset is available on the basis of each MS reply, including a tentative assessment, which will allow the Commission to use it as considered convenient to launch a further legal stage (e.g. Reasoned Opinion), if needed.

In its **offer** the tenderer must provide a convincing methodology on how to best cross-check (and use) alternative information for the assessments with concrete examples. The offer should also contain suggestions for making better use of previous information in infringement cases for future assessments.

¹⁷ <https://circabc.europa.eu/ui/group/65764c73-4a57-45dc-8199-473014cf65bf/library/f12a5cf2-4687-42fb-8275-fcf5aec59f63/details>

Sub-task 2.3. Prepare technical reports and aggregated information

The contractor is expected to deliver:

1. For the excel forms provided and completed by MS, the contractor must perform the assessment and provide a new version of the Excel form, containing conclusions of their assessment as follows:

1.1 As regards the sheet "Main Table": If needed, i.e., if there are items that require further explanation (e.g. from the comments, additional documents etc.), summary and reasons why they should be taken into account in the assessment.

1.2. As regards the sheet "breach list"

a) The list will be updated on the basis of the assessment performed by the contractor, showing the updated compliance assessment in a separate column (in the same sheet) in order to enable to compare the old and the new situation;

b) Suggested changes in the assessment will be briefly justified for each agglomeration. If a longer explanation is needed, it shall be given in a separate document ;

c) The agglomerations will be classified as: fully compliant, and non-compliant (distinguishing partial situations of compliance -as per article-, if found in the assessment);

d) A quantification/summary of tentative breaches will be made at the end.

1.3 As regards the third and fourth sheets, the contractor will assess the sampling results and other relevant information and provide conclusions, the summary of which is to be included in the updated "breach list". Where considered necessary, the technical assessment may also include additional sources of information (Article 17 reporting, reliable web sources, etc.) provided this is clearly referenced as additional information not provided by the MS, and explaining how it has been used for the conclusions of the assessment.

1.4 As regards the sheet "updating info", it will be used to modify the "breach list" if need be, e.g. if an agglomeration has changed ID, name, has been re-defined etc., but still remains in breach, the breach list will be updated accordingly. If the agglomerations is not currently under the scope of the Directive/Accession Treaty for a justified reason (e.g. reduction of p.e.), it will be removed from the "breach list".

2. Summary report on assessment per MS: the contractor must draft a summary of the situation at MS level: old and new information, items that deserve to be highlighted, final situation of tentative breach for each article and agglomeration, and recommendations on the follow up of these cases, including possible additional questions to be asked. The potential breaches will be grouped by types and quantified. The "alternative assessment" based on other sources of information, if available, will also be included. The conclusions must enable the Commission to take further decisions on the follow up of the cases. The reports will be annexed to the progress reports accordingly.

3. Progress reports: the contractor will deliver three summary reports after completing 4, 8 and all remaining cases, respectively. The template of the progress report will be agreed on with the Commission in advance.

Input by the Contracting Authority for Task 2

After signing a confidentiality agreement between the Commission and the contractor, the Commission will provide the contractor with the replies from the Member States, the corresponding legal requests and all the associated information including existing assessments (e.g. in former legal stages) after the contract is awarded. All information, reports, data, assessments and documents the contractor will receive and/or produce in the context of this task are strictly confidential. At no time – during contract duration and beyond – shall the contractor or any of its employees or experts working on the tasks reveal any information related to legal action taken by the Commission and the preparation thereof. Nor shall the contractor or any of its employees or experts express an opinion or judgement in public or to sources that will/may become public about the work done, its results or the Commission's interpretation, neither directly nor indirectly.

Deliverables for Task 2

| SUB-TASK | DELIVERABLE | TIMING |
|-----------------|---|---|
| Sub-task 2.3 | Case assessment comprising: - Excel file - Summary report | 4 first case assessments, 8 months after signature of the contract next 4 case assessments, 12 months after signature of the contract Remaining case assessments, 23 months after signature of the contract |
| | - Progress reports | 8, 12 and 23 months after signature of the contract |
| Task 2 | - Minutes of meetings held in the framework of Task 2 | Progressively delivered within two weeks after each meeting |

Task 3. Providing support on technical issues related to implementation of the UWWTD (estimation of resources required: 10%)

The contractor shall provide technical support/a helpdesk on a wide range of issues related to the Directive. This work includes technical assessments of papers/notes, collecting background information or providing summaries or short analyses of documents within the context of, for instance, exchanges with other EU institutions or bodies, international organisations, public administrations or citizens. This may include (i) assessing available information in relation to a specific agglomeration for urban waste water treatment, (ii) collecting background information in relation to complaints, petitions, written questions etc., or assessing a technical paper provided by national authorities, (iii) compiling information on

e.g. existing studies in relation to monitoring and analysis of water quality parameters, preparing tables/graphs/statistics related to the implementation of the Directive, specificities of treatment techniques, (iv) compiling minutes from meetings of experts. (v) Task 3 may also include technical support on visualisation of information collected in the context of the Directive.

It is to be noted that the work for this task does not involve complex analyses, thus allowing delivery within a relatively short time. Usually, the documents to be analysed will be available in English. However, it may be that certain documents will be provided in another EU language.

The contractor is expected to produce a maximum of 10 short deliverables (one working day each) and a maximum of 10 more detailed deliverables (3 working days each). The contractor will ensure flexibility in distribution of deliverables respecting the total maximum of working days. Should the need arise, a maximum of two specific meetings with experts might take place in Brussels. The contractor will draft concise minutes of these meetings and their outcome.

The required outputs are concise deliverables (e.g. provision of summary notes, minutes of Expert Group meetings or other meetings, excel tables, short reports) the nature of which differs according to the specific request. The contractor will need to be able to deliver within a short-timeframe, if needed. The exact timing will be fixed when the task is discussed with the contractor.

Requests under Task 3 will be transferred to the contractor in written form by e-mail with the possibility to discuss the expected outcome. For each question a short indication will be provided as to what is expected.

In its **offer**, the contractor will detail the organisation put in place to enable high quality answers at potentially short notice to questions asked by the Commission within the planned budget.

Deliverables for Task 3

| SUB-TASK | DELIVERABLES | TIMING |
|-----------------|---|--|
| Task 3 | -10 concise technical reports | TBD when deliverable is assigned |
| | -10 detailed technical reports | |
| | - Minutes of meetings held in the frame of Task 3 | Progressively delivered within two weeks of each meeting |

Intermediate outputs and deliverables

In addition to the task-specific deliverables described above for the three tasks, the following deliverables cover all tasks:

- Inception report to be submitted within 5 weeks after signature of the contract;
- Interim report after the assessment of 4 replies from Member States to the Commission's requests under Task 2 and upon the completion of deliverables under Task 1.1: Ensure operation of SIIF website. Another interim report may be requested by the Commission, if relevant, after the assessment of 4 replies from Member States to the Commission's infringement procedures under Task 2, in addition to the above-mentioned 4 replies and the completion of Task 1.
- Final report to be submitted by the end date of implementation of all tasks i.e. no later than 24 months after contract signature;
- Minutes from progress meetings to be submitted within two weeks of each meeting.

Final output and quality requirements for deliverables

The contractor shall prepare the deliverables as described in detail under the tasks and sub-tasks.

The reports and the other documents to be produced under this contract shall be provided electronically in MS Word (MS Office version 2010) and pdf formats or any applicable format that is compatible with the currently applicable Commission standards. They shall be written in clear English, and be proof-read by a native speaker prior to both first as well as final submission to the Commission. Products should be of very good quality – not only concerning content but also in terms of format and linguistic quality – so that the Commission can use them if needed for further dissemination without prior editing. Where specified above and where needed for the sake of clarity, Excel files should be used in order to present quantitative results and PowerPoint presentations should be used in order to communicate results at meetings. Reports and other documents must focus on the key messages and avoid redundant text and repetition. Reports must use an effective layout and style to enable not only being attractive for the reader but also allowing them to clearly understand their main contents and targets.

For the EU report, the requirements for content, structure and graphic layout of the final deliverable are provided in Annex 9.

An electronic copy must be provided of each report and deliverable within the deadline stated in the tables above.

Meetings planned with the Contracting Authority

A progress meeting on the three tasks will be held every 3-5 weeks (via telephone conference).

The contractor will also have to ensure regular availability to discuss with the Commission the development of the assessments under Task 1 and 2. Such contacts will take place by e-mail and regular telephone conferences.

In addition, the contractor should foresee a maximum of 3 one-day bilateral meetings with the Commission in Brussels to start up the work and to discuss the overall project progress.

- The kick off meeting, to take place within 2 weeks of the signature of the contract.
- A midterm meeting to discuss the overall progress of the different tasks, to take place if needed and at a date to be confirmed by the Commission;
- A final meeting, to take place approximately one month before the end of the period of implementation of the tasks, date to be confirmed.

As mentioned in the task descriptions, the contractor's support may be necessary at meetings in Brussels and Copenhagen. The contractor should foresee the presence of one person at a maximum of 6 one-day meetings:

- meeting on Article 17 under Task 1.3
- meetings with the EEA in Copenhagen under Task 1.4
- meetings under Task 2, including potential training
- meetings under Task 3, including possible Expert Group meetings

1.5. Place of performance: where will the contract be performed?

The services will be performed at the following location(s):

- the contractor's premises
- premises of the Commission or EEA during meetings (see above)

1.6. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a direct contract.

In direct contracts all the terms governing the provision of the services, supplies or works are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

👉 Tenderers need to take full account of the provisions of the Draft contract as the latter will define and govern the contractual relationship(s) to be established between the *Contracting authority* and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

1.7. Volume and value of the contract: how much do we plan to buy?

The estimated total amount of all purchases under this contract is indicated under Heading II.1.5 of the contract notice. The maximum budget allocated to this contract is fixed at EUR 420 000 (four hundred and twenty thousand euro) excluding VAT (including fees, travel and all other costs. Travel and subsistence expenses should be part of the lump sum and will not be refunded separately). Any offers received that do not respect this maximum budget will be automatically excluded from the evaluation procedure.

Within three years following the signature of the contract(s) resulting from the current call for tenders, the *Contracting authority* may use the negotiated procedure under point 11.1.e of Annex 1 to Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union¹ to procure new services from the contractor(s) up to a maximum of 50 % of the initial contract value. These services will consist of the repetition of similar services entrusted to the contractor(s). The conditions for award will be specified in the tender specifications of the negotiated procedure.

1.8. Duration of the contract

The tasks should be completed within 24 months of the signature of the contract. The execution of the tasks may not start before the contract has been signed.

1.9. Electronic exchange system: can exchanges under the contract be automated?

For all exchanges with the contractor during the implementation of the contract as well as for future possible subsequent proceedings for the purposes of EDES (European Union's Early Detection and Exclusion System) the *Contracting authority* may use an electronic exchange system meeting the requirements of Article 148 of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union¹. At the request of the *Contracting authority* the use of such a system shall become mandatory for the contractor(s) at no additional cost for the *Contracting authority*. Details on specifications, access, terms and conditions of use will be provided in advance.

2. GENERAL INFORMATION ON TENDERING

2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union (the Financial Regulation)¹⁸.

The *Contracting authority* has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

2.2. Rules on access to procurement: who may submit a tender?

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Where the Agreement on Government Procurement¹⁹ concluded within the World Trade Organisation applies, the participation to this call for tenders is open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down therein.

The rules on access to procurement do not apply to subcontractors. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

To enable the *Contracting authority* to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in **Section 4.3**.

✎ *For tenderers established in the United Kingdom:*

Please be aware that following the entry into force of the EU-UK Withdrawal Agreement* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as

¹⁸ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

¹⁹ https://www.wto.org/english/tratop_e/gproc_e/gp_a_e.htm.

including natural or legal persons residing or established in the United Kingdom. UK residents and entities are therefore eligible to participate under this call.

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

2.3. Registration in the Participant Register: why register?

Any economic operator willing to submit a tender for this call for tenders must be registered in the Participant Register - an online register of organisations and natural persons participating in European Commission's calls for tenders or proposals (participants).

On registering each participant obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other European Commission's calls for tenders or calls for proposals.

At any moment during the procurement procedure the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly.

The documents that may be requested by *the EU Validation Services* are listed in the EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment.

⚠ Please note that a request for supporting documents by the *EU Validation Services* in no way implies that the tenderer has been successful.

2.4. Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender either as a sole tenderer or as a group of tenderers. In either case subcontracting is permitted.

In order to fulfil the selection criteria set out in **Section 3.2** the tenderer can rely on the capacities of subcontractors or other entities (not subcontractors).

The role of each entity involved in a tender (hereafter referred to as *involved entity*) must be clearly specified: sole tenderer, member of a group or Group leader, subcontractor or an entity on whose capacities the tenderer relies to fulfil the selection criteria²⁰. This applies also where the *involved entities* belong to the same economic group.

²⁰ Such an entity is not considered a subcontractor, see Section 2.4.3.

Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer²¹.

All members of the group assume joint and several liability towards the *Contracting authority* for the performance of the contract as a whole.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. The model power of attorney attached in **Annex 3** is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the Group leader, authorised by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 3**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.2**) and is not in an exclusion situation, (see **Section 3.1**).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The contractor retains full liability towards the *Contracting authority* for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3,

²¹ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

- (b) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services).
 - c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer) .
 - d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
 - e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tender (see **Section 1.4**).
 - f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

By filling in the form available in **Annex 4**, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under **Section 3.2**;
- whose individual share of the contract, known at the time of submission, is above **20%**.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 5.1** and signed by its authorised representative.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity,

the change does not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.

Entities on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 5.2**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

👉 Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

3. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement (see *Section 2.2*);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the Tender specifications;
- Evaluation of tenders on the basis of the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subject to further full evaluation. The unsuccessful tenderers will be informed of the grounds for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure. If any of the declarations or information provided proves to be false, the *Contracting authority* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the *Contracting authority* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each tenderer (and identified subcontractors – as described under 2.4.2 ‘Subcontracting’), must submit with the tender a Declaration on Honour²² in the

²² The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

model available in **Annex 2**.²³ The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the European Union's Early Detection and Exclusion System. The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the Contracting authority²⁴.

Annex 1 specifies which of the *involved entities* participating in a tender need to provide the Declaration on Honour and, when requested by *the Contracting authority*, the supporting evidence.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.2. Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tender. The model Declaration on Honour available in **Annex 2** shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s) and supporting evidence when applicable.

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure²⁵. In any case,

²³ Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

²⁴ The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the *Contracting authority* and are still valid at that date;
- if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide *the Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

²⁵ The obligation to provide the supporting evidence will be waived in the following situations:

to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the Contracting authority. The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the *involved entities* who contribute to the fulfilment of the criterion, and in case of individual assessment – by each *involved entity* to whom the criterion applies individually.

3.2.1. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

| Criterion F1 | |
|----------------------------------|---|
| Minimum level of capacity | Average yearly turnover of the last two financial years above EUR 420 000. |
| Basis for assessment | This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out. |
| Evidence | Copy of the profit and loss accounts and balance sheet for the last two years for which accounts have been closed from each concerned <i>involved entity</i> , or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

👉 **All of the above-specified evidence of economic and financial capacity must be provided with the tender.**

3.2.2. Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

| Criteria A – evidence relating to tenderers |
|--|
| <p>Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below:</p> <p>The project references indicated below consist of a list of relevant services provided (i.e. not ongoing but fully completed) in the past five years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients. These statements should certify that the tenderer participated in the referenced project, state the amount and duration and confirm that the contract was executed according to the contractual terms.</p> |

-
- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the *Contracting authority* and are still valid at that date;
 - if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

Criterion A1: The tenderer must prove experience collectively as a team in assessing urban waste water data at EU level and in assessing national investment plans/programmes in the water sector as well as in data collection, statistical analyses, drafting reports and recommendations.

Evidence A1: The tenderer must provide references for two projects delivered in these fields in the last five years with a minimum value for each project of EUR 200 000.

Criterion A2: The tenderer must prove experience collectively as a team in using the SIIF tool.

Evidence A2: The tenderer must provide references for two projects delivered in this field in the last five years.

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

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

Criteria B – evidence relating to the team

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

Criterion B1 - Project Manager: At least five years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of a similar size (at least € 300 000) and coverage, with experience in management of teams of at least five persons.

Evidence B1: CV

Criterion B2 - Language requirements: At least four members of the team should have at least C1 level in the Common European Framework for Reference for Languages²⁶ in English.

Evidence B2: A language certificate or past relevant experience.

Criterion B3 – Experts in IT operation, website development and management of SIIF: At least two experts with three years of professional experience. Each of the experts needs to demonstrate a good understanding of SIIF and the UWWTD as well as experience in web development.

Evidence B3: CV

Criterion B4 - Experts in infringement cases in water legislation: At least two experts with a relevant higher education degree (e.g. law) or equivalent professional experience and at least three years' professional experience in the field with solid knowledge of the aims of the UWWTD and its implementation process.

Evidence B4: CV

👉 All of the above specified evidence of technical and professional capacity must be provided with the tender.

²⁶ See http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp

☞ Involved entities must not be subject to conflicting interests which may negatively affect the contract performance. Where the *Contracting authority* has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (*Annex 5.1 and Annex 5.2*).]

3.3. Compliance with the minimum requirements of the Tender specifications

By submitting a tender a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

☞ **Tenders that are not compliant with the applicable minimum requirements shall be rejected.**

3.4. Award criteria

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

A maximum of 60 points will be attributed to criterion 1, a maximum of 25 points will be attributed to criterion 2, and a maximum of 15 points will be attributed to criterion 3. In addition a minimum threshold will be set up under this system of points:

- Technical sufficiency levels: Selected companies will have to score a minimum of 30, 13 and 8 points under criteria 1, 2 and 3 respectively, with a minimum total of 65 points.

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

1 Quality of the proposed methodology (60 points – minimum 30 out of 60)

The degree to which the methodology shows the capacity to analyse, review and evaluate documents and figures, in accordance with the needs of the contracting authority will be assessed under this criterion. Furthermore the tender must demonstrate the capacity to resolve the questions underlying in the tender in a realistic and well-structured way, as well as demonstrate that the methods proposed are suited to the needs set out by the Commission in the Technical Specifications (see section 1.4.2).

Sub-criterion 1.1 Proposed methodology (including tools and assessment criteria) for the analysis of Article 15 reporting data for 2018 by using the SIIF tool (20 points – minimum threshold 50%).

Sub-criterion 1.2 Proposed methodology (including tools and assessment criteria) for the analysis of latest data on Article 17 reporting and for the historical analysis of Article 17 reporting 2014-2018 (20 points – minimum threshold 50%).

Sub-criterion 1.3 Proposed methodology for data analysis (including tools and assessment criteria) for assessment of replies to legal requests provided in any EU language. Tenderers must elaborate on how they will analyse the data and manage the assessment of documentation received in EU languages other than English e.g. Italian, Spanish, French. Expert coverage in all EU Member States is not necessary, however the contractor should in such case foresee the potential need to translate documentation from languages such as Polish, Czech, Bulgarian, Hungarian, Portuguese, Slovenian etc. while also having the possibility to process, analyse and understand the technical documents (20 points – minimum threshold 50%).

2 Organisation of the work and allocation of resources (25 points – minimum 13 out of 25)

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

3 Quality control measures (15 points – minimum 7 out of 15)

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

3.5. Award (ranking of tenders)

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

financial comparison of the tenders retained for further consideration according to the ranking procedure below.

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

- All bids that do not reach the stated technical sufficiency levels for each individual award criteria will not be considered for contract award.
- All bids that have passed the individual levels and score 65 or higher are deemed to be technically sufficient. Then the price is divided by the total number of points awarded to obtain the price-quality ratio. The award of the contract will be made in accordance with the lowest ratio.

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

4. FORM AND CONTENT OF THE TENDER

4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted via the e-Submission application according to the instructions laid down in the Invitation to tender letter and the e-Submission Quick Guide.

👉 Make sure you prepare and submit your electronic tender in e-Submission early enough to ensure it is received within the deadline specified under Heading IV.2.2 of the contract notice. A tender received after this deadline will be rejected.

4.2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in e-Submission are listed in *Annex 1*.

The following requirements apply to the technical and financial offer (to be uploaded as Technical tender and Financial tender in e-Submission):

- *Technical offer.*

The technical offer must provide all the information needed to assess the compliance with Section 1.4 of these specifications and the award criteria. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

- *Financial offer.*

A complete financial offer, including the breakdown of the price needs to be uploaded. For this purpose, the Financial Model in *Annex 6* shall be completed, duly signed and uploaded in e-Submission.

It is the responsibility of each tenderer to ensure that the total amount of the tender inserted in the relevant field of the e-Submission application corresponds to the amount indicated in the uploaded financial offer. In case of discrepancies, only the amount indicated in the financial offer will be taken into account.

The financial offer shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT. The tenderer may indicate the amount of VAT but it must be shown separately.

👉 The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. 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 must be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written, a qualified electronic signature or an advanced electronic signature based on a qualified certificate as defined in Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market (the eIDAS Regulation).

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Tender report;
- The Declaration on Honour of the tenderer (in case of joint tender – the Declarations on Honour of all group members);
- (If applicable – in the case of joint tender) the power(s) of attorney drawn up using the model attached in **Annex 3**).

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the *Contracting authority* has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the *Contracting authority* is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the *Contracting authority* or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will

be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets²⁷.

- The *Contracting authority* may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure²⁸, the *Contracting authority* may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

👉 The *Contracting authority* will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The *Contracting authority* reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

²⁷ For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

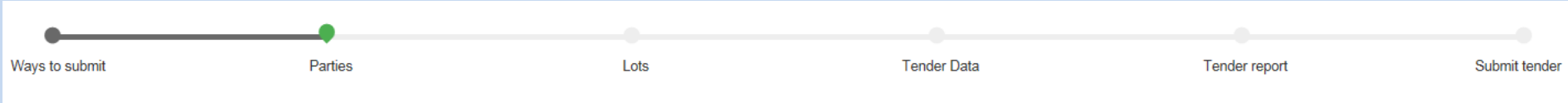
²⁸ See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

APPENDIX: LIST OF REFERENCES

| | |
|---|--|
| <i>Award criteria</i> | See Section 3.4 |
| <i>Contracting authority</i> | See Section 1.1 |
| <i>Entities on whose capacities the tenderer relies to fulfil the selection criteria</i> | See Section 2.4.3 |
| <i>EU Validation services</i> | See Section 2.3 <u>EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment</u> |
| <i>Exclusion criteria</i> | See Section 3.1 |
| <i>Financial Regulation</i> | <u>Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union</u> |
| <i>Group leader</i> | See Section 2.4.1 |
| <i>Identified subcontractors</i> | See Section 2.4.2 |
| <i>Involved entities</i> | See Section 2.4 |
| <i>Joint tender</i> | See Section 2.4.1 |
| <i>Participating entities</i> | See Section 1.1 |
| <i>Participant Register</i> | See Section 2.3 https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register |
| <i>Selection criteria</i> | See Section 3.2 |
| <i>Sole tenderer</i> | See Section 2.4 |
| <i>Subcontracting/subcontractor</i> | See Section 2.4.2 |
| <i>Treaties</i> | The EU Treaties: https://europa.eu/european-union/law/treaties_en |

ANNEXES

Annex 1. List of documents to be submitted with the tender or during the procedure

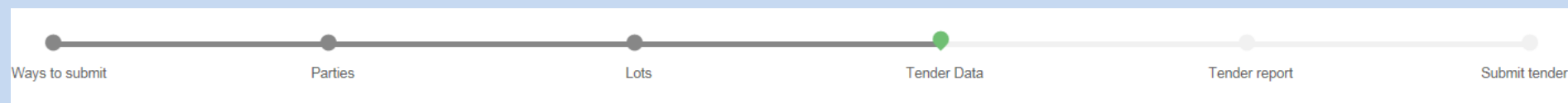
| Description | Sole tenderer | Joint tender | | Identified Subcontractor | Entity on whose capacity is being relied | When and where to submit the document? | Instructions for uploading in eSubmission (if applicable) | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--|--|---|--|
| | | Group leader | Member of the group | | | | How to name the file? | Where to upload? |
| 1. Identification and information about the tenderer. | | | | | | | | |
| <i>eSubmission view</i> | | | | | | | | |
|  | | | | | | | | |
| Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1) model in Annex 2. Declaration on Honour on exclusion and selection criteria | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | With the tender in e-Submission | 'Declaration on Honour' | With the concerned entity under 'Parties' →'Identification tenderer' →'Attachments'→'Declaration on Honour'. |
| Evidence that the person signing the documents is an authorised | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | With the tender in e-Submission | 'Authorisation to sign' documents'. | With the concerned entity under 'Parties' →'Identification tenderer' |

| | | | | | | | | |
|--|---|---|---|-------------------------------|-------------------------------|---|---------------------|--|
| representative of the entity ²⁹ | | | | | | | | →'Attachments'→'Other documents'. |
| Power of attorney (see Section 2.4.1) model in Annex 3. Power of attorney | | | ☒ | | | With the tender in e-Submission | 'Power of attorney' | In the Group leader's section under 'Parties' →'Identification tenderer' →'Attachments'→'Other documents'. |
| Commitment letter (see Section 2.4.2 and 2.4.3) | | | | ☒ (model in Annex 5.1) | ☒ (model in Annex 5.2) | With the tender in e-Submission | 'Commitment letter' | With the concerned entity under 'Parties' →'Identification tenderer' →'Attachments'→'Other documents'. |
| Evidence of non-exclusion (see Section 3.1) | ☒ | ☒ | ☒ | ☒ | ☒ | Only upon request by <i>the Contracting authority</i> At any time during the procedure | n.a. | n.a. |
| Evidence of legal existence and status | ☒ | ☒ | ☒ | | | Only upon request by <i>the EU Validation services</i> At any time during the procedure In the Participant Register | n.a. | n.a. |


²⁹ A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

| | | | | |
|---|--|------------------------------------|--|---|
| Evidence of economic and financial capacity (see Section 3.2.2) | <p style="text-align: center;">The documents must be provided</p> <p style="text-align: center;">only by the <i>involved entities</i></p> <p style="text-align: center;">who contribute to reaching the minimum capacity level</p> <p style="text-align: center;">for criterion F1</p> | With the tender in e-Submission | 'Balance_sheet_entity_year" Profit_Loss_Account_entity_year" " | With the Group leader or the sole tenderer under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Economic and financial capacity'. |
| Evidence of technical and professional capacity (see Section 3.2.3) | <p style="text-align: center;">The documents must be provided</p> <p style="text-align: center;">only by the <i>involved entities</i></p> <p style="text-align: center;">who contribute to reaching the minimum capacity level</p> <p style="text-align: center;">for criterion A1</p> | With the tender in e-Submission | 'Project_reference_No.1" 'Project_reference_No.2" | With the Group leader or the sole tenderer under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Technical and professional capacity'. |

2. Tender data.



Failure to upload the following documents in eSubmission will lead to rejection of the tender.

| | | | | | | | | |
|--|-------------------------------------|-------------------------------------|--|--|--|------------------------------------|-----------------------|---|
| Technical offer (see Section 4.2) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | With the tender in e-Submission | 'Technical tender' | Under section 'Tender Data' → 'Technical Tender' |
| Financial offer (see Section 4.2) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | With the tender in e-Submission | 'Financial tender' | Under 'Tender Data' → 'Financial Tender' |
| 3. Tender report. Once all information and documents have been encoded and uploaded in the e-Submission application and you consider that the tender is complete, the application will require you to download the Tender Report generated by the e-Submission application. It will have to be signed (hand signature or electronic signature) and uploaded, as explained in the eSubmission Quick Guide . | | | | | | | | |
|  | | | | | | | | |
| Tender report | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | With the tender in e-Submission | 'Tender report' | Under section 'Tender report' |

Annex 2. Declaration on honour on exclusion criteria and selection criteria

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

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

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority³⁰, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

| Date of the declaration | Full reference to previous procedure |
|-------------------------|--------------------------------------|
| | |

I – Situation of exclusion concerning the person

| | | |
|---|--------------------------|--------------------------|
| (1) declares that the above-mentioned person is in one of the following situations: | YES | NO |
| (a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an | <input type="checkbox"/> | <input type="checkbox"/> |

³⁰ The same EU institution, agency, body or office.

| | | |
|---|--------------------------|--------------------------|
| arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law; | | |
| (b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law; | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following: | | |
| (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement; | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) entering into agreement with other persons with the aim of distorting competition; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) violating intellectual property rights; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; | <input type="checkbox"/> | <input type="checkbox"/> |
| (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure; | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) it has been established by a final judgement that the person is guilty of any of the following: | | |
| (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995; | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council; | <input type="checkbox"/> | <input type="checkbox"/> |
| (v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision; | <input type="checkbox"/> | <input type="checkbox"/> |
| (vi) child labour or other offences concerning trafficking in human | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|--------------------------|--------------------------|
| beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council; | | |
| (e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors; | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95; | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business. | <input type="checkbox"/> | <input type="checkbox"/> |
| (h) (<i>only for legal persons</i>) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g). | <input type="checkbox"/> | <input type="checkbox"/> |
| (i) for the situations referred to in points (c) to (h) above the person is subject to: <ul style="list-style-type: none"> i.facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii.non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks; iv.information transmitted by Member States implementing Union funds; v.decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. | <input type="checkbox"/> | <input type="checkbox"/> |

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

Not applicable to natural persons, Member States and local authorities

| | | | |
|--|--------------------------|--------------------------|--------------------------|
| (2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations: | YES | NO | N/A |
| Situation (c) above (grave professional misconduct) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (d) above (fraud, corruption or other criminal offence) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (e) above (significant deficiencies in performance of a contract) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (f) above (irregularity) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (g) above (creation of an entity with the intent to circumvent legal obligations) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (h) above (person created with the intent to circumvent legal obligations) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (i) above | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| (3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations: | YES | NO | N/A |
| Situation (a) above (bankruptcy) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (b) above (breach in payment of taxes or social security contributions) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

IV – Grounds for rejection from this procedure

| | | |
|--|--------------------------|--------------------------|
| (4) declares that the above-mentioned person: | YES | NO |
| Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise. | <input type="checkbox"/> | <input type="checkbox"/> |

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include

e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

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

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

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority³¹. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

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

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

³¹ The same institution or agency.

VII – Selection criteria

| | | | |
|--|--------------------------|--------------------------|--------------------------|
| (1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications: | YES | NO | N/A |
| (a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 3.2.1 of the tender specifications; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) It fulfills the applicable economic and financial criteria indicated in section 3.2.2 of the tender specifications; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) It fulfills the applicable technical and professional criteria indicated in section 3.2.3 of the tender specifications. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|--|--------------------------|--------------------------|--------------------------|
| (2) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that: | YES | NO | N/A |
| (d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

VIII – Evidence for selection

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

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority³². The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

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

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

³² The same institution of agency.

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

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

Full name

Date

Signature

Annex 3. Power of attorney

Call for tenders XXX/XX/XX/20XY/XYZ -

[TITLE OF THE PROCEDURE]

POWER OF ATTORNEY

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a joint tender as a member of a group of tenderers (the Group), constituted by Company 1, Company 2, Company N (Group members), and led by Company 1 (Group leader), in accordance with the conditions specified in the Tender specifications and the terms specified in the tender to which this Power of attorney is attached.
- 2) If the Contracting authority awards the contract resulting from this call for tenders to the *Group* on the basis of the joint tender to which this power of attorney is attached, all *Group members* shall be considered parties to the contract in accordance with the following conditions:
 - (a) All *Group members* shall be jointly and severally liable towards the Contracting authority for the performance of the contract.
 - (b) All *Group members* shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the Contracting authority related to the services and/or supplies subject to the Contract shall be made through the bank account of the *Group leader*: [Provide details on bank, address, account number].
- 4) The *Group members* grant to the *Group leader* all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
 - (a) The *Group leader* shall submit the tender on behalf of all *Group members* and indicate in the "Tender Contact Info" section in e-Submission the name and e-mail address of an individual - single point of contact authorised to communicate officially with the Contracting authority in connection with the submitted tender on behalf of all *Group members*, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
 - (b) The *Group leader* shall sign any contractual documents — including the contract, and amendments thereto — and issue any invoices related to the performance of the contract

on behalf of all *Group members*.

- (c) The *Group leader* shall act as a single contact point with the Contracting authority in the delivery of the services and/or supplies subject to the contract. It shall co-ordinate the delivery of the services and/or supplies by the *Group* to the Contracting authority, and shall see to a proper administration of the contract.

Any modification to the present Power of attorney shall be subject to the Contracting authority's express approval. This Power of attorney shall expire when all the contractual obligations of the *Group* have ceased to exist. The parties cannot terminate it before that date without the Contracting authority's consent.

Place and date:

Name (in capital letters), function, company and signature:

Annex 4. List of identified subcontractors

| Identification details | Roles/tasks during contract execution | Proportion of subcontracting (% of contract volume) |
|--|---------------------------------------|---|
| [Full official name Registered address Statutory registration number VAT registration number] | | |
| [Full official name Registered address Statutory registration number VAT registration number] | | |
| [REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS] | | |
| Other subcontractors that do not need to be identified under Section 2.4.2 | | |
| | TOTAL % of subcontracting | 0,00% |

Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. [reference number]

Attn:

[Insert date]

Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company [insert name of the entity] hereby confirm that our company agrees to participate as subcontractor in the offer of [insert name of the tenderer] for the Call for Tenders [insert reference number] – [insert title of procedure].

In the event that the tender of the aforementioned tenderer is successful, [insert name of the subcontractor] commits itself to make available the resources necessary for performance of the contract as a subcontractor and to carry out the services that will be subcontracted to it in compliance with the terms of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance and that it accepts the general conditions attached to the Tender Specifications for the above call for tender, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

Annex 5.2. Commitment letter by an entity on whose capacities is being relied

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. [reference number]

Attn:

[Insert date]

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company [insert name of the entity] hereby confirm that our company **authorises the** [insert name of the tenderer] **to rely on its financial and economic capacity in order to meet the minimum levels** required for the Call for Tenders [insert reference number] – [insert title of procedure].

In the event that the tender of the aforementioned tenderer is successful, [insert name of the entity] commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the general conditions attached to the Tender Specifications for the above call for tender, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

Annex 6. Financial offer form

(for guidance purposes only)

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

Price and Estimated budget breakdown

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

| Type of service provider | Position within the project team | Number of working days | Allocation of tasks | Proportion of the contract in % | Costs in € |
|--|----------------------------------|------------------------|---------------------|---------------------------------|------------|
| Lead contractor | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | <i>Sub-total</i> | ..... |  | ..... | ..... |
| Sub-contractor 1 | | | | | |
| | | | | | |
| | | | | | |
| | <i>Sub-total</i> | ..... |  | ..... | ..... |
| Sub-contractor 2 | | | | | |
| | | | | | |
| | | | | | |
| | <i>Sub-total</i> | ..... |  | ..... | ..... |
| Sub-contractor 3 | | | | | |
| | | | | | |
| | | | | | |
| | <i>Sub-total</i> | ..... |  | ..... | ..... |
| Travel/other costs ³³ (if applicable) | | | | | |
| | Total | ..... |  | ..... | ..... |

Signature of Tenderer

.....

Date

.....

³³ Will be reimbursed on a lump-sum basis.

Annex 7. Travel and subsistence costs

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

Travel costs must be based on the following:

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

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

Maximum rates for accommodation and meals.

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

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

Annex 8 – Administrative Information Form

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

Organisation or individual:

NAME:

ADDRESS:

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

.....

PERSON AUTHORISED TO SIGN CONTRACT:

Name and position:

PERSON FOR ROUTINE CONTACT:

Name and position:

ADDRESS:

Telephone and E-mail:

BANK DETAILS FOR CONTRACT:

(N.B. these must correspond to those encoded in the PIC register for this tender – see point 2.3)

Name of bank:

Full address of branch:.....

Exact denomination of account holder:

Full account number including bank codes:

IBAN code:

Annex 9. Content, Structure and graphic requirements of the final deliverables

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

Content

Final study report

The final study report must include:

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

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

Publishable executive summary

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

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

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

Requirements for publication on Internet

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

For full details on the Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm

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

Graphic requirements

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

http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm

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