



EUROPEAN COMMISSION
DIRECTORATE-GENERAL CLIMATE ACTION
Directorate C
Unit Low Carbon Technologies

CALL FOR TENDERS

CLIMA.C.1/SER/2013/0008

**These specifications follow the publication of the prior information
notice in OJEU 2013/S 038-059077 of 22/02/2013**

SERVICE CONTRACT

**Support climate policy cooperation with the EU's Eastern partners
(Russia, Eastern Partnership countries, Central Asian countries)**

TENDER SPECIFICATIONS

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1. INFORMATION ON TENDERING

1.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement¹ concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

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

1.3. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the Contracting Authority.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the member duly authorised by the other members via a power of attorney.

1.4. Subcontracting

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

Tenderers must give an indication of the proportion of the contract that they intend to subcontract. See Annex 2, questionnaire for joint bids and subcontracting.

Tenderers are required to identify all subcontractors. Those subcontractors whose share of the contract is equal to or above 20% of the contract value must, if and when requested, provide all the supporting documents in relation to exclusion and selection criteria (see sections 2.2 and 2.3).

¹ See http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm

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

1.5. Content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Evidence for exclusion criteria (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.6)

Part E: Financial offer (see section 2.7)

1.6. Identification of the tenderer: legal capacity and status

The tender must include a cover letter presenting the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single contact person in relation to this tender.

If applicable, the cover letter must indicate the proportion of the contract to be subcontracted.

In case of joint tender, the cover letter must be signed by a duly authorised representative for each economic operator, or by one of the economic operators duly authorised by the other economic operators (with power of attorney).

Subcontractors must provide a letter of intent stating their willingness to provide the service foreseen in the offer and in line with the present tender specification.

In order to prove their legal capacity and their status, all tenderers must provide a signed Legal Entity Form with its supporting evidence. The form is available on:

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

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

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for subcontractors and other joint tenderers). The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned

requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

2. EVALUATION AND AWARD

2.1. Evaluation steps

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- (2) Selection of tenderers on the basis of selection criteria
- (3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

2.2. Exclusion criteria

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

The declaration on honour is also required for subcontractors whose intended share of the contract is equal to or above 20% of the contract value. The subcontractor must, if and when requested, provide all the supporting documents in relation to exclusion and selection criteria (see sections 2.2 and 2.3).

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 5 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender and to identified subcontractors whose intended share of the contract is equal to or above 20% of the contract value.

2.3. Selection criteria

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

The evidence requested should be provided by each member of the group in case of joint tender and identified subcontractors whose intended share of the contract is equal to or above 20% of the contract value. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

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

2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must comply with the following criteria:

Financial and economic capacity should be shown by means of the following:

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

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

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

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

2.3.2. Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The tenderer must prove experience in the field of climate and environment policies in former Soviet Union countries with at least two projects delivered in this field in the last three years with a minimum value for each project of €100000.

- The tenderer must prove experience of working in English and Russian languages with at least three projects delivered in the last three years showing the necessary language coverage.

- The tenderer must prove capacity to draft reports in English.

The following evidence should be provided to fulfil the above criteria:

- List of relevant services provided, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;

b. Criteria relating to the team delivering the service:

In view of the broad range of climate related issues in the region, a wide spectrum of capacities are to be covered and it is particularly important that the consultants show themselves able to cover all of the relevant legal, political, and economic questions to be addressed.

Experience in working in the region with multiple stakeholders (authorities, NGOs, industry associations, international donors) as well as knowledge of UNFCCC process and issues is of key importance.

In carrying out the assignment the contractor should be independent and impartial.

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

The team leader must possess at least 5 years of experience in the management of complex international projects funded by the European Commission and/or other multilateral financial institutions (e.g. the World Bank, the European Investment Bank, the International Finance Corporation, etc.) in the climate, environment or energy field.

The contractor's team must possess the following specific skills and expertise:

- a) Detailed understanding of climate policies, or reasons for the lack thereof, in relation to national development strategies of the Eastern partner countries
- b) Insights into the dynamics of international climate negotiations
- c) Understanding of the institutional setup of EU cooperation with partner countries
- d) Experience in working with multiple stakeholders in Eastern partner countries
- e) Strong organisational skills

Excellent knowledge of English is required. Team members should be able to work both in English and in Russian (with the exception of the back office).

The following evidence should be provided to fulfil the above criteria:

- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

A maximum of 30 points will be attributed to criterion 1, a maximum of 50 points will be attributed to criterion 2, and a maximum of 20 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 15, 25 and 10 points under criteria 1, 2 and 3 respectively, with a minimum total of 65 points.

1 Quality of the proposed methodology (30 points – minimum threshold 50%)

The degree to which the methodology shows the capacity to analyse and evaluate existing climate policies in the Eastern partner countries, their potential matches and divergences with related EU policies and identification of key stakeholders, in accordance with the needs of the contracting authority.

2 Organisation of the work (50 points – minimum threshold 50%)

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. The capability to organise the work in the Eastern partner countries and with local counterparts will be given special attention. 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.

3 Quality control measures (20 points – minimum threshold 50%)

This criterion will assess the quality control system applied to the service foreseen in this tender specification 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 system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

2.5. Ranking and Award

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

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

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

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

2.6. Technical offer

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

2.7. Financial offer

The price range is fixed between €330000 and €350000 excluding VAT (including fees, travel and all other costs). Any offers received that do not respect the upper limit will be automatically excluded from the evaluation procedure. The lower limit is indicative. **Travel and subsistence expenses are not refundable separately.** For guidance purposes see Annex 3.

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

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

3. TECHNICAL SPECIFICATIONS

1. Context

The EU's climate cooperation with its Eastern partners can be divided into three sub-sets: Russia, the Eastern Partnership countries where Ukraine plays a special role, and the Central Asian countries.

Russia

Russia is one of the priority countries for the EU with regard to climate change. However, climate change is of only moderate interest in Russia, though there are some signs that this is

changing, particularly with relation to measures to combat climate change which coincide with Russia's economic and modernisation goals. Domestic targets to improve energy efficiency and to increase the share of renewables, as well as improvements in forest management offer the prospect of low carbon economic development. The Russian Security Council in March 2010 acknowledged global warming as a threat to national security, especially in the Far North. In 2011, Russia adopted an Action Plan on Climate Change until 2020 (see below).

The Russian GHG reduction target range is 15-25%, but emissions remain about 30% below 1990 levels. Consequently, Russia is at present the biggest owner of Assigned Amount Units ("AAUs") surplus. The target has preconditions: Russian forests and their contribution as GHG sinks have to be recognised, and all major emitters have to take legally binding reduction obligations. This is far from being sufficient. Due to Russia's location as a neighbour of the EU, its climate policies have a direct impact on the EU. In the light of current and possible future climate-related EU commitments, there is a risk of carbon leakage and competition distortion in the trade of energy and goods, which can also have detrimental effects on energy security, in particular for electricity.

In 2012 Russia has adopted an Action Plan on Climate Change until 2020 addressing both internal and external aspects in a comprehensive manner, which covers four main aspects:

- Strengthening the scientific base, informing the public, teaching and acquiring the necessary skills – both at federal and at regional levels
- Adapting to climate change and reducing its negative consequences in a multitude of sectors (health, forestry, agriculture, permafrost infrastructure, flood protection, sea level rise, glacier melting and mountain avalanches)
- Mitigating climate change by using economic instruments and fiscal policies to support nuclear power, renewable energies, CCS, reduce fugitive gas emissions, increase efficiency in transport, promote sustainable forestry
- International cooperation on climate science and on monitoring with international organisations (e.g. IPCC, ICAO, IMO, WMO)

It has been agreed to discuss the progress in the implementation of this action plan as a regular part of the EU-Russia working group on climate change. However, in order to address political or economic issues there, an active and systematic participation of the Russian Ministry of Foreign Affairs would be necessary (so far Roshydromet, an expert agency for climate and weather forecasts is the Russian counterpart).

Russia is an active and vocal participant in international climate negotiations, even if it is not very ambitious in its national climate policy. Therefore bilateral project-oriented cooperation is rather limited, and the main EU objectives are related to the international process:

- (i) Ensure the Russian government implements national policies and legislation which reduce Russian greenhouse gas emissions in line with its Action Plan on Climate Change until 2020.
- (ii) Secure Russia's constructive engagement for preparing and concluding a future legally binding agreement that commits all major economies to mitigate their greenhouse gas emissions to a level that prevents a global temperature rise of more than 2°C by 2050.
- (iii) Seek more ambitious GHG emission reduction than the current commitment of 15-25% reduction by 2020, which in practice would enable Russia to increase its GHG emissions

substantially or create new emission surpluses under the future regime. Stress EU expectations that Russia will contribute to the international financing for action in developing countries. Agree on common rules on future treatment of the surplus of AAUs so that the handling of the AAU surplus does not affect the environmental integrity of any future agreement. Secure Russia as a constructive partner in the Durban Platform for preparing and concluding a global and comprehensive agreement.

(v) Make sure the issue of the "economies in transition to market economy" does not disrupt negotiations and is included in the overall debate on the dynamic interpretation of the principle of common but differentiated responsibilities (CBDR) and respective capabilities.

Eastern Partnership

Climate change is a regular part of the partnership and cooperation agreements with all countries covered by the Eastern Partnership (Ukraine, Moldova, Belarus, Georgia, Armenia, Azerbaijan). Under Platform 2 of the Eastern Partnership a working group dedicated to environmental and climate change issues has been established which usually meets once a year. Apart from Ukraine, which is engaged in Joint Implementation projects under the Kyoto Protocol, the awareness of climate change policies is generally not very well developed. Even though climate change is one of the priorities of the Eastern Partnership, therefore real progress has been very slow.

DG DEVCO is supporting work on climate change and energy issues in the Eastern Neighbourhood countries Armenia, Azerbaijan, Belarus, Georgia, Moldova, Russia and Ukraine on regular basis since several years under the former TACIS, current ENPI, and future ENI regulations. Grant projects are organised either on bilateral basis with the respective country or on a regional one. Bilateral projects include sector budget support programmes for Ukraine in the field of energy efficiency and renewable energy (EUR 70 million) and environment (EUR 35 million), whose full implementation would considerably lower GHG emissions e.g. in the gas transmission system.

DEVCO has also financed a project "Support to Kyoto Protocol Implementation" from 2008 to 2011 (EUR 5 million, project office in Moscow). In late 2012 the regional Clima East project has started with a 2012-2016 budget of EUR 18 million, which includes pilot projects on ecosystems-based approaches to climate change (permafrost management, peatland rewetting), boreal and temperate forest management. Climate relevant aspects are also covered in other ENPI regional environment and energy projects, such as Air Governance, Waste Governance, FLEG (forest management and anti-illegal logging through the World Bank), and Inogate energy projects.

Ukraine

Ukraine seeks to adapt its legislation to that of the EU and has introduced a carbon tax (currently at about 0.02€/ton CO₂e) and studies options for establishing, in the longer term, a national Emissions Trading System (ETS) which they hope could be linked with the EU ETS. The Ukrainian Parliament (Rada) adopted a law "On regulation in the sphere of energy efficiency" at the end of 2011 to provide the general framework. Ukraine has been very active in Joint Implementation (both in track 1 and in track 2) but had problems with implementation. In June 2010 two private carbon funds took legal action against Ukraine over proceeds from JI projects which changed ownership. In 2011 Ukraine was suspended from the JI mechanism due to irregularities.

To discuss climate change matters, there exists a dedicated EU-Ukraine working group. It meets once a year and is co-chaired by the Ukrainian environmental investment agency. The last meeting took place on 21.2.2013 in Kyiv.

Moldova, Belarus, Georgia, Armenia, Azerbaijan

With these countries climate change is covered in a sub-committee also dealing with energy, transport, environment, and science issues. See the description above on the Eastern Partnership.

Central Asia

Central Asia countries (Kazakhstan, Uzbekistan, Turkmenistan, Kirgistan, Tadjikistan) are not covered by the European Neighbourhood Policy and its financial instruments. Funding is provided by the general Development Cooperation Instrument (DCI).

However, politically Central Asia is very much connected to the other ex-Soviet Union countries, both as a result of Russia's re-integration efforts (Eurasian Economic Union project) and in the structure on the EU side (EEAS, Council working groups, etc.). Climate change is a major area of the EU's Central Asia strategy with a dedicated platform involving EEAS, the European Commission and Member States.

Adaptation to climate change is a very political issue in Central Asia as increasing conflicts over water use have a negative impact on regional stability. Kazakhstan is currently the only Central Asian country with a policy on climate change mitigation comprising (not very ambitious) greenhouse gas emissions targets and a national carbon market which is currently in its pilot phase.

2. General and specific objectives

The services provided should assist the European Commission, in particular DG Climate Action, to further develop climate policy cooperation with its Eastern partners, notably by providing country-specific expertise to DG Climate Action and by identifying divergences between EU climate policies and established official and unofficial positions of partner countries as well as possible areas of mutual interest and activities.

In particular the following services are being requested:

- summarise the state of climate related legislation in the partner countries in relation to the EU acquis and relevant pending initiatives
- point out areas of mutual interest to close existing gaps and identify partners to be involved
- identify driving forces towards more ambitious climate policies in the partner countries (institutions, motivations, ambitions) with the aim of reaching a global, binding climate agreement by 2015 as agreed at COP17 in Durban, as well as potential 'spoilers'
- specify elements of the EU's climate policies of particular interest to the partner country in question
- identify relevant links to other bilateral EU-partner country dialogues and cooperation formats (environment, energy, transport, science, etc.)
- identify key platforms or events to further the EU's climate agenda
- estimate the potential impact of on-going and planned climate related cooperation projects (DG DEVCO) on climate policies of partner countries, propose measures to increase their impact if appropriate

- monitor the evolving EU policy frameworks (Eastern Partnership, Central Asia Strategy, new EU-Russia Agreement, Neighbourhood Instrument, Partnership Instrument, Development Cooperation Instrument, EU Member States initiatives, etc.) and outline resulting options for climate cooperation with the partner countries
- propose suitable activities under the Eastern Partnership (bilateral and multilateral tracks) and identify actors to be involved
- identify possible concrete climate actions within the EU-Central Asia strategic framework
- outline climate cooperation of other international partners (neighbours, donors, IFIs, etc.)
- explore possible synergies between EU and other international partners (joint initiatives, pooling of funds, etc.)

3. Description of the tasks to be performed

In order to provide the services outlined in section 2, the following tasks need to be performed with the estimated amount of the budget mentioned in square brackets:

- Interviews in Brussels with at least 15 different EU policy actors (Eastern Partnership, EU-Central Asia) and follow-up with them on topics agreed with DG Climate Action [approx. 10% of the budget]
- In-depth study missions to each country individually with [approx. 25% of the budget]:
 - Interviews with relevant policy/project officers in EU Delegations
 - Meetings with local NGOs and researchers/think tanks
 - Meetings with relevant industry associations or representatives
 - Meetings with the state administration of the country only if recommended and guided by the local EU Delegation
- Regular interim reports and meetings in Brussels (see deliverables below) [approx. 10% of the budget]
- At least 20 dedicated missions to partner countries [approx. 20% of the budget] as agreed with DG Climate Action (with agreed agenda and with the support of the local EU Delegations as facilitated by DG Climate Action)
- Facilitation of meetings with experts from the Eastern partner countries both in Brussels and in these countries [approx. 15% of the budget]
- Information on EU climate policies for Russian-speaking audiences, notably by preparing contents suitable for publication on Web sites and for presentation at public events [approx. 20% of the budget]
- Proposals for outreach activities

During the first year of the contract the focus will be on assessing the climate policies, driving forces and actors of the partner countries with the aim of identifying potential areas of future cooperation. The focus of the second year will be on facilitating contacts and exchanges with important players in order to develop concepts for cooperative actions which could be taken up either in the bilateral climate policy dialogues, in the context of international climate negotiations, or by separate cooperation programmes. During the third year activities to inform Russian-speaking audiences about EU climate policies will become more prominent.

The contractor may also propose to the European Commission any other activities deemed useful in this context.

DG Climate Action will handle any contacts with EU Member States authorities which may be required. This will also apply to any interaction that may be needed with regional

organisations like Black Sea Forum, Arctic Council, EurAsEC, Commonwealth of Independent States, Shanghai Cooperation Organization, etc.

4. Deliverables

No later than 4 weeks after the signature of the contract the contractor shall organize the kick-off meeting to be held in Brussels at the Commission premises and present the overall work programme. It should be accompanied by a detailed draft activities plan covering a period of 6 months and an indicative outlook of possible actions for the 6 following months.

No later than 8 weeks after the signature of the contract work programme, including the first detailed activities plan covering a period of 6 months, with an indicative outlook for the 6 months thereafter, will be agreed.

Every 4 months thereafter the work programme will be fine-tuned further and agreed in the same format (6 months detailed activities plan with an indicative outlook for the 6 months thereafter) at a project meeting to be held in Brussels at the Commission premises.

The contractor will provide monthly summary reports and organise telephone or video conferences to discuss them. Two yearly interim reports as well as a final report shall be produced. They shall be prepared in time to be discussed and adopted at the third (first interim report), sixth (second interim report) and ninth (final report) project meetings. All approved reports shall be available electronically both in editable format(s) and in copy-protected PDF. The final report shall in addition be also available in three paper copies.

Except for information on EU climate policies for Russian-speaking audiences agreed in the activities plan, which shall be provided in Russian, all reports and proposals shall be submitted in the English language.

5. Estimated timetable

The maximum duration of the contract shall be 36 months following the signature of the contract. The execution of the tasks may not start before the contract has been signed.

Place of performance

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

ANNEX 1 - ADMINISTRATIVE INFORMATION FORM

Organisation or individual:

NAME:

ADDRESS:

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

.....

PERSON AUTHORISED TO SIGN CONTRACT:

Name and position:

PERSON FOR ROUTINE CONTACT:

Name and position:

ADDRESS:

Telephone and E-mail:

Signature of Tenderer

ANNEX 2 – QUESTIONNAIRE FOR JOINT BIDS AND SUBCONTRACTING

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

Joint bid (refer to paragraph 1.3)

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

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

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

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

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

Subcontracting (refer to paragraph 1.4)

5. Does your bid involve subcontracting? Yes No

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

6. List of sub-contractors:

.....

.....

.....

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

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

Name of the sub-contractor:

.....

Official legal form:

.....

Country of registration:

.....

Statutory registration number:

.....

(Internet address, if applicable):

.....

Official address in full:

.....

.....

Contact person:

.....

Telephone number:

.....

Reasons for subcontracting:

.....

Role, activities and responsibilities of the sub-contractor:

.....

The volume or the proportion of the sub-contracting:

.....

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

.....

Tenderer:

Date:

Signature:

ANNEX 3 – FINANCIAL OFFER TEMPLATE

(for guidance purposes only)

Price and Estimated budget breakdown

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

Type of service provider	Position within the project team	Number of working days	Allocation of tasks	Proportion of the contract in %	Costs in €
Lead contractor					

	Sub-total	.....		.....	.....
Sub-contractor 1					

	Sub-total	.....		.....	.....
Sub-contractor 2					

	Sub-total	.....		.....	.....
Sub-contractor 3					

	Sub-total	.....		.....	.....
.....					
External experts					

	Sub-total	.....		.....	.....
	Total	.....		.....	.....

Signature of Tenderer

.....

Date

.....

ANNEX 4 - LEGAL ENTITY AND FINANCIAL IDENTIFICATION FORMS

These forms can be downloaded from

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm
(Legal entity form)

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
(financial identification form)

ANNEX 5 - DECLARATION OF HONOUR

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

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

in his/her own name (*for a natural person*)

or

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

full official name :

official legal form :

full official address :

VAT registration number :

- declares that [the above-mentioned legal person][he][she] is not in one of the following situations:
- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
 - c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
 - d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
 - e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
- (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making or control¹ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

¹ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- declares that [the above-mentioned legal person][he][she]:
 - g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties² if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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

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

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

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name	Date	Signature

² As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 6 – FINANCIAL CAPACITY FORM

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

How to complete Annex 6

Simplified balance sheet and profit and loss account

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

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

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

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

Abbreviation t-1 and t0

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

Results

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

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

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

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

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

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

LIABILITIES	LIABILITIES / 4th ACCOUNTING DIRECTIVE (Article 9)	
4. Capital and reserves	A. Capital and reserves	
4.1. Subscribed capital	A.I. Subscribed capital A.II. Share premium account	A.I. Subscribed capital A.II. Share premium account

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

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

ANNEX 7 - ACKNOWLEDGEMENT OF RECEIPT



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

(Please fill in your address)

ACKNOWLEDGEMENT OF YOUR TENDER

Our reference: CLIMA.C.1/SER/2013/0008

Your reference:

We wish to confirm the receipt and opening of your offer¹. Your offer will now be evaluated by the Commission and its experts. You will be informed of the result in due course.

We thank you for your interest.

MarketsTeam
SRD.2

¹ Your personal contact data has been recorded in a database used by the Markets Team of unit SRD.2 for the administrative management of offers. The Commission is bound by Regulation 45/2001 on the protection of individuals with regard to the processing of personal data by the Union institutions and bodies. For more information, and to exercise your rights to access and eventually correct data concerning you, please don't hesitate to contact us.