

SPECIFICATIONS

To Invitation to Tender DG ENV.D.2/SER/2009/0034

Climate adaptation — modelling water scenarios and sectoral impacts

These specifications follow the publication of

- the prior information notice in OJEU 2009/S 35-50290 of 20/02/2009

- the contract notice in OJEU 2009/S 107-153972 of 06/06/2009

- PART 1: TECHNICAL DESCRIPTION
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PART 1: TECHNICAL DESCRIPTION

1. Background

The **Impact Assessment¹ of the White Paper** "Adapting to climate change: Towards a European framework for action" identifies a set of actions to be undertaken in 2009-2011. Under the operational objective of strengthening the knowledge base for a further definition of the EU Adaptation Framework, the following actions (1.1. and 1.2.) are envisaged:

- On the basis of consistent, comprehensive and regularly updated climate change and socio-economic **scenarios** (projection data) for analysis across Europe, build a structured information dataset to better understand the territorial and sectoral distribution of **vulnerability** to climate change impacts (vulnerability being defined as a function of 1) the exposure to CC impacts, 2) the sensitivity and 3) the adaptive capacity of a system or a territory.
- Identify **options for adaptation strategies and measures** at sectoral and cross-sectoral level; assess their ecological, social and economic potential, benefits and costs and identify options for initial no regret measures as starting point for adaptation avoiding costly mal-adaptation.

Observational records and climate projections provide abundant evidence that water resources are vulnerable and can be strongly impacted by climate change, with wide-ranging consequences for human societies and ecosystems. As clearly explained by the above-mentioned Impact Assessment, a precise understanding of the vulnerability of ecosystems, infrastructure economic activity and society to changes in water quantity and quality under different climate and socio-economic scenarios is needed for a proper identification of the more cost-effective adaptation measures.

The assessment of vulnerability has to address not only extreme events but also water management in general under the influence of climate change and variability and related uncertainty.

Together with the 2nd phase of the EU Adaptation Framework, two reports will be produced by the Commission in 2012, for which a consistent analytical basis for the integrated assessment of scenarios, policies and measures will be required:

- A report on the implementation of the Water Framework Directive (WFD), required by Art. 18(2), which could include a consistent analysis at EU level of the river basin management plans and the national measures and strategies against the pollution of water.

¹ See documents SEC(2009) 387 and COM(2009) 147, both available at: http://ec.europa.eu/environment/climat/adaptation/index_en.htm

- The review of the strategy for water scarcity and droughts, for which an in-depth analysis of the cost of inaction will be required (assessing measures in a context of increased water scarcity and not under a 'business as usual' baseline).

For these three topics, it is essential to build a common baseline, and to provide a detailed understanding of the links between water availability, water demand, water abstraction licensing and economic development, with a sufficient level of geographical and sectoral detail.

The adoption of the WFD river basin management plans and programmes of measures by the end of 2009 (Articles 11 and 13) will allow a more in-depth analysis of the measures that are planned at Member State level to address water quality and quantity issues, including the use of economic instruments.

2. Objectives

The objective of this contract is the assessment of both vulnerability to climate change impacts and adaptation measures with a specific focus on water related impacts and measures, which will include the provision of an integrated analytical platform at a detailed geographical level, providing the basis for the identifications of adaptation measures to be either promoted or prevented at EU level.

The analysis should provide synergies with the review of the implementation of the Water Framework Directive and the analysis of measures addressing Water Scarcity and Drought policy, both scheduled for 2012, by providing a common set of baseline scenarios for long-term impacts of climate change on water (quality and quantity) and enabling the Commission to identify the measures that should be considered by Member States in future WFD planning cycles.

The scope of the assessment should cover all inland and transitional waters² for EU-27 Member States, excluding outermost regions.

The time horizon for the assessment would cover both medium term (2020, 2030) and long term (2050 or further).

The future contractor will develop an ad-hoc integrated assessment and modelling framework and should make use of the outputs produced by the JRC, as detailed in the Annex of this Technical Description. The models and dataset developed in the context of this contract will remain the property of the Commission, and should enable further in-house modelling.

3. Content / Description of the tasks

Task 1. Building the integrated assessment framework

Sub-task 1.1. The contractor should define in detail the geographical and sectoral level of detail and the temporal horizon for the analysis. On the basis of the inception report and the technical

² See Art 2 of Water Framework Directive 2000/60/EC

proposal, the contractor and the Commission will agree on an assessment framework that takes on board as much as possible of available and validated datasets and models. The contractor should present in the technical proposal preliminary lists of datasets and models, their descriptions and degree of availability for this study. The contractor can rely on typologies, but the geographical level of detail should enable a precise identification of vulnerable areas and hotspots, and should consist of a combination of River basins and NUTS-2³. The sectoral level of detail should enable a clear identification of water-intensive or potentially vulnerable sub-sectors of agriculture, energy, industry and tourism.

Sub-task 1.2. A set of indicators of vulnerability should be defined. The vulnerability of a system includes both an external dimension, represented by its exposure to climate change and variations, and an internal dimension; represented by its sensitivity to these factors and its adaptive capacity. The indicators will address both current vulnerability (relating to the current climate variability and current ability of the system to cope with this variability) and future vulnerability (relating to the future climate conditions and the future coping ability). The contractor should present in the technical proposal a draft set of vulnerability indicators covering the environmental, economic and social dimensions and based on the level of detail agreed in sub-task 1.1. The proposal should take on board i.a. the outcome of the 6th EU Research Framework programme SCENES project⁴, the UNECE Guidance⁵ and the interim report for the DG ENV study on Climate Change vulnerability indicators⁶.

Sub-task 1.3. A set of indicators for the environmental, economic and social impacts of potential adaptation measures should be defined, to complement the above-mentioned vulnerability indicators. It should target the identification of no or low-regret options, of the synergies with other policies or strategic objectives, in particular Climate Change Mitigation, Biodiversity, Growth and Jobs, Renewed Social Agenda, etc. The contractor should present in the technical proposal a set of impact indicators, based on identified datasets, taking on board i.a. the above mentioned reports and the EC Impact Assessment Guidelines⁷.

Sub-task 1.4. The contractor should put in place the modelling framework and integrate the tools and datasets within the first 3 months of the contract. The assessment under the present contract should use existing models and datasets. When additional developments on the modelling framework need to be performed (max 1 year from the signature of the contract), the tenderer should make explicit the time (and eventually resources) allocated to this work.

³ http://ec.europa.eu/eurostat/ramon/nuts/home_regions_en.html

⁴ <http://www.environment.fi/syke/scenes>

⁵ <http://www.unece.org/env/water/water.and.climate.htm>

⁶ Available by 10/6 at http://ec.europa.eu/environment/climat/adaptation/index_en.htm

⁷ http://ec.europa.eu/governance/impact/docs_en.htm

Task 2. Reference scenarios

Sub-task 2.1. The contractor will define a set of consistent scenarios, e.g. based on a regional downscaling of the scenarios from the Special Report on Emissions Scenarios (SRES)⁸. In its proposal, the contractor should pay attention to work undertaken by the Intergovernmental Panel on Climate Change (IPCC) in the context of the preparation of its Fifth Assessment Report (AR5)⁹, as well as to the outcome of 6th EU Research Framework programme ENSEMBLES¹⁰, PRUDENCE¹¹ and ADAM¹². The contractor will integrate the high-resolution regional climate information, the pan-European hydrological modelling and the land-use scenarios provided by the JRC (see annex) with socio-economic drivers and take on board the policies¹³ likely to be actually and effectively implemented by 2012. Formats and modalities for data exchange with the JRC will be agreed at the kick-off meeting.

Sub-task 2.2. From that basis, the contractor will assess the future effects of both climate change and land-use changes resulting from autonomous and already planned development on the hydrological conditions of each river basin in terms of water demand and water availability, including its quality, based on different socio-economic and climate scenarios, with the level of geographical and sectoral detail and for the time horizons agreed in Task 1. This will enable an assessment of potential physical and economic impacts of reference scenarios, and how this may change the climate change adaptation agenda.

Task 3. Measures

Sub-task 3.1. The contractor will identify potential adaptation measures to reduce vulnerability to climate change and climate variability by preventing negative effects, by enhancing the resilience to climate change, or by reducing the effects of extreme events through preventive, preparatory, reactive and recovery measures. Measures should include not only “water-specific” measures addressing flooding, sea/river level rise, coastal/riparian erosion, water scarcity; droughts, or water quality & biodiversity, but also a wider set of measures addressing land use, location and type of energy production, economic activity and human settlements.

⁸ IPCC 2000. Emissions Scenarios – A Special Report of IPCC Working Group III. <http://www.ipcc.ch/ipccreports/sres/emission/index.htm>

⁹ <http://www.ipcc.ch/meetings/session28/doc8.pdf>

¹⁰ <http://ensembles-eu.metoffice.com/index.html>

¹¹ <http://prudence.dmi.dk/>

¹² <http://www.adamproject.eu/>

¹³ Policies, laws and regulations for water and related sectors (e.g. agriculture, forestry, disaster management) in relation to their effects on climate-induced vulnerabilities and to their capacity to support the development of adaptation strategies

Two sets of measures will be identified, which will require two different sets of assessment indicators:

- Tactical measures that could be implemented in the medium term (5 to 25 years), and for which a precise assessment of costs, effectiveness and implementation issues will be required.
- Strategic measures, based on the analysis of land-use, socio-economic and hydrological scenarios for the long term horizon (2050 and beyond)

Examples of measures are provided in the above mentioned UNECE guidance.

Sub-task 3.2. The contractor will perform an assessment of the measures, mixing a quantitative analysis from the integrated assessment framework and on participatory process with a representative set of stakeholders during 2 meetings (see sub-task 4.2 below). The technical proposal should describe how both processes will be brought together. He will assess how each measure will lead to the reduction of vulnerability and quantify the costs and benefits of the measure, based on the indicators defined in tasks 1.2 and 1.3. He will define the institutional processes through which adaptation measures can be implemented, in particular where the measure requires action at EU level.

Task 4. Expert review and Stakeholder participation

Sub-task 4.1. A steering group should be set-up, including Commission officials and external experts which will not be part of the contractor's team) and will provide advice on the quality of the model runs. The contractor should provide a list of at least 5 experts including commitment letters. The final selection of the expert group will be done by the Commission (a maximum of 3 experts of the five proposed by the tenderer will be selected). The contractor should ensure the reimbursement of travel expenses and per-diems for a maximum of 3 meetings (to be held in Brussels), earmarking 2 working days per participant and meeting. The 3 meetings should take place:

- To validate the assessment framework
- To validate the scenarios
- To validate the quantitative assessment of the measures

Sub-task 4.2. A stakeholder group will be put in place for the assessment of the measures. The contractor should provide a list of potential participants. The Commission will select up to 20 participants. The contractor should ensure the reimbursement of travel expenses and per-diems for a maximum of 2 meetings, earmarking 1 working day per participant and meeting.

Sub-task 4.3. The contractor will be required to present the status of the project and the outcome of the tasks in meetings of the Impacts and Adaptation Steering Groups (IASG), as well as other meetings in Brussels or Copenhagen (maximum 20 meetings)

4. Experience required of the Contractor

The Contractor should demonstrate expertise in the field of hydrological, land-use, climate and ecosystems assessment and modelling in a variety of European areas. He should demonstrate a good knowledge of the institutional and socio-economic issues linked with water management.

The core team members should provide a good balance between natural and social scientists, including economists.

The ability of the members of the core team to work in a variety of EU languages will be taken into consideration during the evaluation of the proposals.

5. Deliverables

An Inception report should be delivered 2 working weeks¹⁴ after the signature of the contract. It should build on the technical proposal and provide a fine-tuning of the content of the tasks, the dataset and models that will be used for the assessment of reference scenarios and policy measures, the composition of the project team and of the steering committee. The inception report will be discussed at a meeting to be organised on the Commission's premises at the latest four working weeks after the signature of the contract. Based on the comments received in written form before the meeting and the minutes of the discussion to be drafted by the contractor and validated by the Commission, the contractor will deliver a final version of the inception report not later than 6 working weeks after the signature of the contract.

The Interim report should provide a detailed report of tasks 1.1 to 1.3, 2.1 and 3.1. It should be delivered 10 months after the signature of the contract. The Commission will provide comments within 4 weeks

The Draft final report should be delivered 18 months after the signature of the contract. It should cover the whole scope of the contract. The Commission will provide comments within 4 weeks.

The Final report should take on board the comments on the draft final report. It should be delivered 20 months after the signature of the contract.

Any methodology, tool, model linkage, scenario description or detailed model output developed in the context of this contract will remain property of the Commission and will be publicly available for free after the end of the contract.

6. Duration of the tasks

The tasks should be completed within **20** months of the signature of the contract (see point 5). The execution of the tasks may not start before the contract has been signed.

7. Place of performance

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

¹⁴ Weeks beginning Monday 21/12/2009 and 28/12/2009 are not considered working weeks.

Annex: Contribution of the Joint Research Centre

The Joint Research Centre (JRC) aims to develop knowledge and tools in support of EU Environmental Policies. In view of this, an important research topic of the Land Management and Natural Hazards (LMNH) Unit¹⁵ of the Institute for Environment and Sustainability (IES) is the assessment of the physical and socio-economic impacts of climate change, as well as of socio-economic and land-use changes, on hydrological extremes and on water resources availability in Europe.

More specifically, research at LMNH focuses on

1. Physical impact assessment (at catchment, local, regional, national and European scale)
 - evaluating the impacts of climate and land use changes on current and future flood hazard
 - evaluating the impacts of climate and land use changes on current and future drought hazard (low river flows, groundwater recharge)
 - evaluating the impacts of climate and land use changes on current and future water resources availability
2. Socio-economic impact assessment (at catchment, local, regional, national and European scale)
 - assessing current and future flood damages and numbers of people affected
 - assessing water stress based on changes in water demand and water availability
 - assessing impacts of changes in water budget, especially of reduced river flows, on several sectors such as hydropower, shipping industry, and drinking water intake
3. Cost-benefit analysis of adaptation strategies
 - cost-benefit analysis of flood mitigation strategies

The physical impact assessment integrates high-resolution regional climate information (obtained from EU projects such as PRUDENCE and ENSEMBLES), pan-European hydro-morphological data sets, land-use scenarios (as output from models such as MOLAND and LUS/ClueS), hydrological modelling and statistical analysis to predict changes in hydrological variables. Hydrological modelling is performed with the LISFLOOD model. This physically-based spatially-distributed model runs on a high spatial (5 km) and temporal (daily) resolution, which allows evaluating hydrological changes at the local basin scale. Since spatial and temporal resolution can anyhow be varied to produce outputs suited for the assessment of water quality or other specific applications

The socio-economic impacts are estimated by combining the physical impact results with information on exposure (activity, capital, population and ecological assets exposed) and vulnerability (measure of extent to which the system can be affected).

¹⁵ <http://natural-hazards.jrc.ec.europa.eu/>

References

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Dankers, R., and L. Feyen, 2008. Climate change impact on flood hazard in Europe: An assessment based on high-resolution climate simulations, *Journal of Geophysical Research*, 113, D19105, doi:10.1029/2007JD009719.

Dankers, R., L. Feyen, and O.B. Christensen, 2009. On the benefit of high-resolution climate simulations in impact studies of hydrological extremes, *Hydrol. Earth Syst. Sci. Discuss.*, 6, 2573-2597.

Dankers, R., and L. Feyen, 2009. Flood hazard in Europe in an ensemble of regional climate scenarios, accepted for publication in *Journal of Geophysical Research*.

Feyen, L., and R. Dankers, 2009. The impact of global warming on streamflow drought in Europe, submitted to *Journal of Geophysical Research*.

Feyen, L., R. Dankers, K. Bódis, P. Salamon, J.I. Barredo, R., 2009. Climate warming and future flood risk in Europe, submitted to *Climatic Change*.

PART 2: ADMINISTRATIVE DETAILS

1. General terms and conditions for the submission of tenders

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

2. No obligation to award the Contract

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

3. Joint tenders

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

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

- III. The offer originates from companies not wishing to constitute formally a consortium as a separate legal entity and thus constituting effectively an association. In such a case, the offer will be submitted in the form of subcontracting (cf. point 4 below), in which case one of the companies shall assume the total responsibility for the offer. This company will sign the contract in its name, the other companies then being regarded as subcontractors of the first.

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

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

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

For joint tenders described in case III please refer to point 4 below.

4. Subcontractors

Subcontracting is permitted subject to the following conditions:

The subcontractor is the sole responsibility of the main contractor;

- Tenderers must indicate in their offers the amount of the contract (if any) that they will subcontract to third parties, as well as the identity and availability of the chosen subcontractor(s). The contractor will not subcontract to third parties not identified in the offer as potential subcontractors without prior written authorisation from the Commission;
- the contractor shall not cause the contract to be performed in fact by third parties;
- even where the Commission authorises the contractor to subcontract to third parties, the contractor shall nonetheless remain bound by his obligations to the Commission under the contract;
- the contractor shall ensure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the contract.

Where the total amount envisaged for subcontracting is above 30% of the total contract value, evidence of the subcontractor(s) ability to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the contractor, as described and identified, in Part 3, point 2 below.

Where the total amount envisaged for subcontracting is above 50% of the total contract value, the subcontractor(s) must also, **if and when requested**, present evidence of compliance with the exclusion criteria (as required from the potential contractor) as described in Part 3, point.1 below.

Tenderers should note that the Commission will consider intended subcontracting below 30% of the contract value as an indication that the potential contractor has the resources to complete the tasks under the contract, as well as a factor potentially enhancing the proposed team organisation. Therefore this point will be taken into account in the assessment of the award criterion “project management and availability”.

5. Payments

This contract will be paid on a lump sum basis.

A pre-financing payment of 30% will be paid upon signature of the contract.

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

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

The Commission reserves the right to waive the pre-financing payment if applicable, or to request a financial guarantee should it be deemed necessary.

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

6. Content of the tender

All tenders must be presented in three sections:

6.1. Financial proposal

- A financial proposal duly dated and signed by the person authorized to sign on behalf of the organization. The price must be quoted in Euro using the template in annex 2, including for the countries which do not form part of the Euro zone. For the tenderers of the countries which do not form part of the Euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.
- The price must be a fixed amount, inclusive all expenses.
- The price will not be subject to revision.
- For guidance purposes, the maximum budget allocation to this contract is fixed at €620.000 (Six hundred and twenty thousand Euro)
- The price quotation must be signed by the tenderer or his duly authorised representative.
- The price must be quoted free of all duties, taxes and other charges, including VAT, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of

the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT.

- The offer shall remain valid for a period of 6 months, as from the deadline for submission of offer.

6.2. Administrative proposal

- An administrative information form containing information on the full name of the organization, legal status, address, person to contact, person authorized to sign on behalf of the organization, telephone number, and facsimile number, as well as relevant bank details. The form must be duly dated, signed and stamped by the person authorized to sign on behalf of the company, and by the bank (see annex 1).
- A legal entity form (see annex 3), proof of enrolment (certificates) in one of the professional or trade registers, in country of establishment;
- If the tenderer is a natural person; she/he will be required to provide proof of her/his status as a self-employed person. To this end she/he must supply details of her/his social security cover and situation with regards to VAT regulation.
- A declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 390 of 30/12/2006) (see annex 4)
- Documents relating to the selection criteria (see part 3, point 2.1. Financial and Economic capacity)
- The service provider's educational and professional qualifications and those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services (curriculum vitae presented on the EU standard form which can be downloaded from the following address – <http://europass.cedefop.europa.eu/europass/home/vernav/Europasss+Documents/Europass+CV/navigate.action> together with a consolidated overview of CVs in an excel table.
- A list, preferably in English or French, of the principal studies, services contracts, consultancy work, surveys, publications or other work previously carried out during the past three years, indicating the name of the client and stating which, if any, were done for the European Commission.
- Tenders from consortia of firms or groups of service providers must specify the role, qualifications and experience of each member (see also part 3, points 1, 2 and 3 – exclusion, selection and award criteria).

6.3. Technical proposal

- A contract proposal with the methodology to fulfil the requirements mentioned in Part 1, point 3. The tender should give indications on the theoretical background used, the

methodology used in the work that will be undertaken and on its appropriateness for this purpose, in conformity with the guidelines included in the approach. It should also give indications on the data to be used and their reliability.

Establish the tenderer's identity

The tenderer should detail the competence, experience and the means at his disposal which would allow the tasks foreseen in the contract to be carried out.

A list of previous work carried out over the past 3 years must be included.

If a consortium is formed for the execution of the tasks presented in this call for tender, then please explain the roles of each partner in the consortium. (For the administrative details in relation to joint tenders, please refer to Part 2, point 3).

If sub-contracting is envisaged, please clearly indicate which tasks are concerned, the % that this represents of the total value of the offer, and the name and address of the sub-contractor(s), if known at this stage.

Implementation of the contract

Describe the methodology to be applied to carry out each of the tasks foreseen in the contract.

Managing the contract

The tenderer's availability during the period of the execution of the tasks must be clearly demonstrated, and explain how the project will be managed.

PART 3: ASSESSMENT AND AWARD OF A CONTRACT

The assessment will be based on each tenderers bid.

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

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

1. Exclusion criteria

Tenderers must declare on their honour that they are not in one of the situations referred to in articles 93 and 94 a) of the Financial Regulation. Tenderers or their representatives must therefore fill in and sign the form in Annex 4 to these specifications. Hereby agreeing to submit to the Commission, **if and when requested to do so**, those certificates or documents demonstrating that the tenderer is not in any of the situations described under points (a), (b), (d) and (e) below:

These articles are as follows:

Article 93:

1. Applicants or tenderers shall be excluded if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) They are currently subject to an administrative penalty referred to in [Article 96\(1\)](#).

Article 94

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

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

2. Selection criteria

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

2.1. Financial and economic capacity may be shown by means of the following:

- A simplified balance sheet and profit and loss account, exclusively based on the annex 5 form attached to these specifications;

In the event that the tender 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. declaration concerning the sales turnover related to the field associated with the invitation to tender during the last three financial years;
OR
- c. other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above

2.2. Technical and professional competence:

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

2.3. Authorisation to perform the contract

- A tenderer must prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or

certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

2.4. Access to the market

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

3. Award criteria

Further to the price quoted for the contract, the following award criteria will be applied:

Award criteria 1 – Understanding (max points 30)

This criterion serves to assess whether the tenderer has understood all of the issues involved, as well as the nature of the work to be undertaken and the content of the final products.

Award criteria 2 – Methodology (max points 40)

The degree to which the methodology shows the capacity to resolve the questions underlying in the tender in a realistic and well-structured way, as well as whether the methods proposed are suited to the needs set out by the Commission in the Technical Description.

Award criteria 3 – Project management and availability (max points 30)

Offers will be assessed as regards the quality of the team organisation, the time attributed to each team member and the availability of resources for the completion of the contractual tasks, which should be clearly outlined in the tender.

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

4. Points

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

A maximum of 30 points will be attributed to criterion 1, a maximum of 40 points will be attributed to criterion 2, and a maximum of 30 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 18, 24 and 18 points under criteria 1, 2 and 3 respectively, with a minimum total of 65 points.

5. Budget

i) The budget is a maximum of €620.000 excluding VAT (including fees, travel and all other costs).

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

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

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

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

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

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

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

7. Opening of tenders

The tenders received will be opened on **17/08/2009 at 10h30** in the Commission building at **Avenue Beaulieu 5, B-1160 Brussels**.

One authorised representative of each tenderer (with proof of identity) may attend the opening of tenders (no expenses paid).

8. Information for tenderers

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

ANNEX 1 - ADMINISTRATIVE INFORMATION FORM

Organisation or individual:

NAME:

ADDRESS:

HEADQUARTERS:

PERSON AUTHORISED TO SIGN CONTRACT:

Name and position:

PERSON FOR ROUTINE CONTACT:

Name and position:

Telephone and fax number:

BANK DETAILS:

NAME OF ACCOUNT HOLDER:

ADDRESS OF ACCOUNT HOLDER:

NAME OF BANK:

ADDRESS OF BANK AGENCY:

ACCOUNT N°:

(BLZ, SORT CODE, ?):

I.B.A.N. CODE:

Signature of Contractor

Official Stamp and Signature
of Contractor's Bank

ANNEX 2 - FINANCIAL OFFER TEMPLATE

(FOR GUIDANCE PURPOSES ONLY)

PRICE AND ESTIMATED BUDGET BREAKDOWN

Calculation of the costs

Name	Staff on payroll		Other statute	Time in %	Total year /	TOTAL
	Gross salary	Social charges				
...						
... etc.						
Staff costs						
Infrastructure						
Overhead costs including office material and consumables						
Office Equipment						
Travel/Missions						
Sub-contracting						
Company x						
Company y						
Company z						
Other						
TOTAL COSTS in EURO					€	

Signature of Contractor

.....

Date

.....

ANNEX 3 - LEGAL ENTITY FORM

This form can be downloaded from

http://ec.europa.eu/budget/execution/legal_entities_en.htm

ANNEX 4

DECLARATION ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTERESTS

Name of the organisation/individual:

Legal address:

Registration number:

VAT number:

Name of the signatory of this form:

Position:

- representative legally authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation *[please tick box if applicable]*

hereby certifies that *[please tick one of the two boxes]*

- they
- the company or organisation that they represent:
- a) are/is not bankrupt or being wound up, is not having their affairs administered by the court, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have/has not been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
- c) have/has not been found guilty of grave professional misconduct proven by any means which the Commission can justify;
- d) have/has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) have/has not been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) are/is currently not subject to an administrative penalty referred to in [Article 96\(1\)](#).

In addition, the undersigned declares on their honour:

- g) that on the date of submission of the tender, they, the company or organisation they represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; the undersigned undertakes to inform the Commission without delay of any change to this situation after the date of submission of the tender;
- h) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- i) **that, if and when requested, they will provide the evidence required under point 1, part 3 of the Specifications.**

Full name:

Date

Signature:

ANNEX 5

Explanation – please read carefully before completing the financial capacity form

Simplified balance sheet and profit and loss account

Candidates shall indicate if they are a profit or a non profit making company / organisation.

Within the form, financial data based on the company's /organisation's balance sheet are collected in a standardised form. Please find below a correspondence table giving an explanation on the regrouping of different accounts respecting the [4th Accounting Directive](#). You should complete this form carefully. Given its complexity, it is recommended that the form be completed by a professional accountant or an auditor. The data reported will be used to evaluate the financial viability of the company/organisation. Thus 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. For this purpose the Commission reserves the right to ask for further documentation during the evaluation process.

The amounts have to be filled out in euros ([use the exchange rate of the closing date of the accounts](#)).

Abbreviations 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 penultimate certified historical balance sheet.

BALANCE SHEET	CORRESPONDANCE 4 th ACCOUNTING DIRECTIVE	
ASSETS	ASSETS / 4th ACCOUNTING DIRECTIVE (Article 9)	
1. Subscribed capital unpaid	A. Subscribed capital unpaid	A. Subscribed capital unpaid (including unpaid 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
5.1.2. Long term bank debt	C. Creditors "credit institutions" (> one year)	C.2. Amounts owed to credit institutions C.5. Bills of exchange payable
5.2.1. 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 charge
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 5 FORM to be completed

Simplified balance sheet and profit and loss account for the determination of financial capacity

Applicant name	<input type="text"/>	Type company	of	<input type="text"/>	<input type="text"/>
	<input type="text"/>		<input type="text"/>	Profit making	<input type="text"/>
	<input type="text"/>			Non profit making	<input type="text"/>
Closing date t0	<input type="text"/>	Duration t0	<input type="text"/>	months	
Closing date t-1	<input type="text"/>	Duration t-1	<input type="text"/>	months	

Balance sheet		
Assets	t0 (in Euro)	t-1 (in Euro)
1. Subscribed capital unpaid	<input type="text"/>	<input type="text"/>
2. Fixed assets (2.1+2.2+2.3)	0	0
2.1 Intangible fixed assets	<input type="text"/>	<input type="text"/>
2.2 Tangible fixed assets	<input type="text"/>	<input type="text"/>
2.3 Financial assets	<input type="text"/>	<input type="text"/>
3. Current assets (3.1+3.21+3.22+3.3+3.4)	0	0
3.1 Stocks	<input type="text"/>	<input type="text"/>
3.2.1 Debtors due after one year	<input type="text"/>	<input type="text"/>
3.2.2 Debtors due within one year	<input type="text"/>	<input type="text"/>
3.3 Cash at bank and in hand	<input type="text"/>	<input type="text"/>
3.4 Other current assets	<input type="text"/>	<input type="text"/>
Total assets (1+2+3)	0	0

Liabilities	t0 (in Euro)	t-1 (in Euro)
4. Capital and reserves (4.1+4.2+4.3+4.4)	0	0
4.1 Subscribed capital	<input type="text"/>	<input type="text"/>
4.2 Reserves	<input type="text"/>	<input type="text"/>
4.3 Profit and loss brought forward	<input type="text"/>	<input type="text"/>
4.4 Profit and loss for the financial year	<input type="text"/>	<input type="text"/>
5. Creditors (5.11+5.12+5.21+5.22)	0	0
5.1.1 Long term non-bank debt	<input type="text"/>	<input type="text"/>
5.1.2 Long term bank debt	<input type="text"/>	<input type="text"/>
5.2.1 Short term non-bank debt	<input type="text"/>	<input type="text"/>
5.2.2 Short term bank debt	<input type="text"/>	<input type="text"/>
Total liabilities (4+5)	0	0

Profit and loss

	t0 (in Euro)	t-1 (in Euro)
6. Turnover		
7. Variation in stocks		
8. Other operating income		
9. Costs of material and consumables		
10. Other operating charges		
11. Staff costs		
12. Gross operating profit (6.+7.+8.-9.-10.-11.)	0	0
13. Depreciation and value adjustments on non-financial assets		
14. Net operating profit (12.-13.)	0	0
15. Financial income and value adjustments on financial assets		
16. Interest paid		
17. Similar charges		
18. Profit/loss on ordinary activities (14+15.-16.-17.)	0	0
19. Extraordinary income and charges		
20. Taxes on profit		
21. Profit/loss for the financial year (18.+19.-20.)	0	0

ANNEX 6



EUROPEAN COMMISSION
DIRECTORATE-GENERAL ENVIRONMENT

DIR F- RESOURCES
ENV.F.2 – Finance

(Please fill in your address)

ACKNOWLEDGEMENT OF YOUR TENDER

Our reference: ENV.D.2/SER/2009/0034

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
DG ENV.F.2

¹ Your personal contact data has been recorded in a database used by the Markets Team of unit ENV.F2 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 Community institutions and bodies. For more information, and to exercise your rights to access and eventually correct data concerning you, please don't hesitate to contact us.

ANNEX 7

CHECK LIST

1. Administrative information form filled in
2. Financial offer duly signed
3. Legal entity form completed and signed
4. Declaration of the candidate's eligibility regarding exclusion criteria, completed, signed and dated
5. Supporting documents for selection criteria
6. Acknowledgement form with candidate's address
7. Technical bid
8. Possible annexes