



EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR ENERGY

Directorate C - Renewables, Research and Innovation, Energy Efficiency

CALL FOR TENDERS

N°ENER/C2/2014-644

For a service contract regarding the study "Analysing the potential for wide scale roll out of integrated Smart Cities and Communities solutions"

TENDER SPECIFICATIONS

TABLE OF CONTENTS

1.	INFORMATION ON TENDERING	3
1.1.	Participation.....	3
1.2.	Contractual conditions.....	3
1.3.	Joint tenders.....	3
1.4.	Subcontracting	4
1.5.	Content of the tender	4
1.6.	Identification of the tenderer: legal capacity and status	4
2.	EVALUATION AND AWARD	5
2.1.	Evaluation steps.....	5
2.2.	Exclusion criteria.....	5
2.3.	Selection criteria.....	5
2.4.	Award criteria.....	7
2.5.	Technical offer.....	8
2.6.	Financial offer.....	8
3.	TECHNICAL SPECIFICATIONS.....	9
3.1.	Introduction	9
3.2.	Rationale and aims of the study.....	9
3.3.	Report and documents to produce	15
3.3.1.	Interim report.....	16
3.3.2.	Final report	16
3.3.3.	Final report format and publication.....	16
3.4.	Duration of the task	16
3.5.	Place of performance	16
4.	CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES.....	17
4.1.	Content.....	17
4.1.1.	Final study report.....	17
4.1.2.	Publishable executive summary	17
4.2.	Graphic requirements	18
5.	ANNEXES	18

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.

These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

The tenderers should indicate in their offer whether the partnership takes the form of:

a) a new or existing legal entity which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

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

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 part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

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 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. IDENTIFICATION OF THE TENDERER: LEGAL CAPACITY AND STATUS

- The tenderer's identification form in **Annex 1** shall be filled in and signed by:
 - The tenderer (including any member of a consortium or grouping)
 - subcontractor(s) whose share of the work represent more than 20% of the contract
- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium of grouping) 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.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information
 - 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.

- The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting** documents. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

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 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 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. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

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

- The annual turnover of above € 250.000 for each of the last three financial years for which the accounts have been closed.

The following evidence should be provided:

- Copy of the profit & loss account for the last three years for which accounts have been closed,

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 document 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 fields of *smart cities, urbanism, energy technologies and management, ICT in the urban context, transport and mobility technologies and management, integrated infrastructure* with at least 1 study delivered in each one of these fields in the last three years with a minimum value for each project of € 100.000.
- The tenderer must prove experience in economics to be able to analyse business models with at least 1 study delivered in this field in the last two years with a minimum value for each project of € 50.000.
- The tenderer must prove experience of working and drafting reports in English with at least 3 studies delivered in English in the last three years.
- The tenderer must prove experience in writing literature reviews, survey techniques, data collection, statistical analyses and drafting concise reports and recommendations.
- The tenderer must prove experience in data collection (in relation to the fields of this tender) in Asia (including China) and the USA.

- The tenderer must prove experience in working with Geographical Information Systems (GIS) with at least 2 projects in the last 2 years with a minimum value for each project of € 100.000.

b. Criteria relating to the team delivering the service:

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

Project Manager: At least 12 years experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in a project of a similar size (at least € 500.000) covering at least half (by population) of the 28 EU Member States in the subject area of this tender, with experience in management of team of at least 20 people.

Experts: 1 Expert with relevant higher education degree and / or 10 years' professional experience in each field: smart cities, urbanism, energy technologies and management, ICT in the urban context, transport and mobility technologies and management, integrated infrastructure, participatory city planning.

Languages: Collectively the team must have the capacity to identify and understand the relevant data necessary for the study in the languages of the countries covered by the study. At least 1 member of the team should have proficiency level language skills in English, as guaranteed by a certificate or past relevant experience. At least 1 member of the team should have proficiency level language skills in Chinese, as guaranteed by a certificate or past relevant experience.

c. Evidence:

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

- List of relevant services provided in the past three years, with budgets, 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;
- 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. Quality of the proposed methodology (60 points – minimum threshold 60%)

This criterion will assess how the tenderer plans to address the specifications and services requested by the Commission and whether the proposed methodology is sound and reliable in terms of delivering the expected results.

b. Organisation of the work (20 points – minimum threshold 60%)

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.

c. Quality control measures (20 points – minimum threshold 60%)

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 the continuity of the service in case of absence of the 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.

Tenders must score above 60% for each criterion and above 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 70/30 is given to quality and price.

Score for tender x =

$$\frac{\text{total quality score for award criteria for tender } x}{100} * 70 + \frac{\text{cheapest price}}{\text{price of tender } x} * 30$$

2.5. 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.

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

Attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications and should include examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must present in their bids a proposal on the methodology and the organisation of the work to carry out in the framework of the study.

2.6. FINANCIAL OFFER

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.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). **Travel and subsistence expenses are not refundable separately. This fixed price is used for the calculation of the quality/price ratio.**

Maximum total price: EUR 800.000

3. TECHNICAL SPECIFICATIONS

3.1. INTRODUCTION

In the Horizon 2020 Energy Work Programme, Smart Cities & Communities (SCC) and sustainable development of urban areas is a challenge of key importance. It requires new, efficient, and user-friendly technologies and services, in particular in the areas of energy, transport and ICT. However, these solutions need integrated approaches, both in terms of research and development of advanced technological solutions, as well as deployment. The focus on smart cities technologies will result in commercial-scale solutions with a high market potential.

The European Commission launched the European Innovation Partnership on Smart Cities & Communities² in March 2013 being a direct follow up of the Communication of the Commission “Smart Cities and Communities – European Innovation Partnership”³. The European Innovation Partnership on Smart Cities & Communities produced so far 2 key documents, i.e. the Strategic Implementation Plan (SIP)⁴ and the Operational Implementation Plan (OIP)⁵. These form the strategic base on which the study should be built and starting from which it should investigate further.

3.2. RATIONALE AND AIMS OF THE STUDY

The general objective of this study is to contribute to the European Innovation Partnership on Smart Cities & Communities and its aim of conceiving and promoting scalable and

² <http://ec.europa.eu/eip/smartcities/>

³ C (2012) 4701 final: http://ec.europa.eu/energy/technology/initiatives/doc/2012_4701_smart_cities_en.pdf

⁴ http://ec.europa.eu/eip/smartcities/files/sip_final_en.pdf

⁵ http://ec.europa.eu/eip/smartcities/files/operational-implementation-plan-oip-v2_en.pdf

transferable solutions to contribute to reaching the EU's 20/20/20 climate action goals, to reduce high energy consumption, greenhouse-gas emissions and traffic congestion as well as improve air quality.

The specific objective is to contribute to the knowledge base of the European Innovation Partnership by analysing smart city solutions and initiatives that are linked to the Strategic Implementation Plan (SIP) of the European Innovation Partnership. Therefore, the study will mainly focus on solutions that are located in the intersection of Energy, ICT, Transport and Mobility and promote a better understanding of success factors for their deployment.

While other studies⁶ concluded that the phenomenon of "smart cities" is clearly associated with large or very large cities, this study shall also include solutions that are specifically applicable to the European mid-sized cities (indicatively 100.000-500.000 inhabitants⁷).

The study shall cover i) SCC best practice in Europe and worldwide, ii) European SCC solution's replication potential and support actions, iii) Synergies between SCC actors and iv) Mapping the European SCC landscape. The outline of these 4 parts of the study are elaborated in detail below.

Part I

SCC best practice in Europe and worldwide:

The Contractor will analyse best examples/failures, best practice of already existing SCC projects/initiatives in both Europe and worldwide with a special focus on intersection of the three sectors covered by the European Innovation Partnership on Smart Cities and Communities, i.e. Energy, ICT, Transport and Mobility.

This study is to be based on a thorough literature and web analysis^{8 910}.

The Contractor shall:

- Summarise¹¹ findings of influential academic peer-reviewed publications concerning smart city solutions and promote a better understanding of success factors for their deployment.
- Analyse best-practice documents of influential organizations dealing with the topic of Smart Cities and summarize the most important aspects and conclusions¹².

After this general overview Part I will focus on examples of integrated approaches combining Energy, ICT, Transport and Mobility.

- Describe approximately 80 real-world applications¹³ at city or community level which best integrate these 3 sectors in more detail and elaborate and classify crucial success-factors (structured text (500 to 1000 words / example) and matrix)). If the

⁶ E.g. [http://www.europarl.europa.eu/RegData/etudes/etudes/join/2014/507480/IPOL-ITRE_ET\(2014\)507480_EN.pdf](http://www.europarl.europa.eu/RegData/etudes/etudes/join/2014/507480/IPOL-ITRE_ET(2014)507480_EN.pdf)

⁷ This is an indicative number that shall not exclude successful smart replicable solutions applied in cities below this threshold

⁸ If of benefit, also duly referenced direct information from important SCC stakeholders is admissible

⁹ There are other publications on this topic (e.g. ERKC Thematic Research Summaries) but this study is expected to take the level of detail and breadth one step further

¹⁰ Include also initiatives like United Nations Habitat "World Urban Campaign" - "100 cities initiative

¹¹ executive summary style, concisely underlining the most important aspects and conclusions, including a good bibliography.

¹² executive summary style overview

¹³ Indicatively 50 at EU level and 30 outside of EU

applications are not in Europe, a description of their adaptability to the European environment has also to be addressed.

A very important example selection criterion is that examples have the potential to be replicated and are not strictly location-specific.

Emphasis is to be put on real applications that cover, in an integrated way, at least 4 of the 11 priorities¹⁴ listed in the Strategic Implementation Plan of the European Innovation Partnership on Smart Cities and Communities.

- Identify at least 10 important failures and analyse the main aspects and reasons of these failures to integrate the 3 sectors of Energy, ICT, Transport and Mobility.
- Describe in more detail crucial factors that led to failure and elaborate and classify them (text and matrix) also highlighting which aspects were generally applicable and which ones were strictly location-specific. Make the distinction between technological, political, economic, social and cultural aspects that inhibited success.

Why did the solutions in the selected examples work or why did they fail?

- Identify patterns of failures and successful examples - are there specific organizational/management characteristics that have positive/negative effects in this context? Specific attention is to be paid to the existence of adopted ambitious urban plans and clear rules for public innovative procurement.
- Describe the role of the citizen. What is the level of involvement, what are the participatory planning approaches used and what are the positive/negative effects? Did citizens respond positively and get actively involved (organized or individual). If yes, how? If not, why? What format did the public information activities have?
- Elaborate for the spatial levels of administration (city, regional, national, EU), for industry, SMEs and civic society (organized and individual) what are the most important actions already undertaken or changes needed to smoothen the way to SCC success (text and matrix). Describe using case studies (if applicable).

The analysis should include stocktaking of efforts to use (specific sets of) standards for the benefit of SCC industrial rollout.

- Summarize ongoing relevant SCC-specific standardization activities and findings (e.g. CEN CENELEC SCC WG, ISO/TC 268).

Part II

European SCC solution's replication potential and support actions

¹⁴

1. Sustainable Urban Mobility – Alternative energies, public transport, efficient logistics, planning;
2. Sustainable Districts and Built Environment –improving the energy efficiency of buildings and districts, increasing the share of renewable energy sources used and the liveability of our communities;
3. Integrated Infrastructures and processes across Energy, ICT and Transport – connecting infrastructure assets to improve the efficiency and sustainability of cities
 4. Citizen focus
 5. Policy & Regulation
 6. Integrated Planning
 7. Knowledge sharing
 8. Metrics & Indicators
 9. Opens data
 10. Standards
 11. Business models, Procurement & Funding

The Contractor will analyse all important aspects concerning preconditions for a successful large-scale roll-out of SCC solutions.

The Contractor shall:

- Analyse the international context (by countries and areas, in terms of administrative structure, technologies used, practices, trends, strategies), in order to identify where and how successful solutions were replicated.
- Analyse where solutions that work in a European country have the best replication potential globally¹⁵.
- Outline where the main opportunities and barriers are, as well as the potential for specific countries/regions to replicate solutions reported in this study.
- Cross-reference examples elaborated in Part I of this study. To what extent are these examples replicable and where? Can their approach be adapted to increase replication potential? Are there patterns to how these solutions can be made more replicable?
- Elaborate important planning issues using examples where replication focus was included in the concept from the beginning and in the planning phase (e.g. open city management platforms - open source projects). If applicable cross reference with some of the 50 EU examples above.
- Identify the main obstacles to replication. In which part of the process are the bottlenecks and what type are they (administrative, political, technological, economic, social, acceptance-related, cultural)? How can they be overcome?

Put specific effort into describing the main characteristics of successful business models underlying replicable solutions.

- Analyse which national characteristics might impede the replication potential of these business models in certain places.
- Make a classification of innovative SCC business models showing where their strengths and weaknesses lie and where the main differences are with classical business models.
- Collect, summarize and classify existing successful leading practice examples of business model innovation.
- Define guidelines on how to create a working governance entity and viable business model.
- Define evaluation criteria for replicability of solutions and mechanisms for aggregation of demand
- Research, summarize and classify innovative financial mechanisms (e.g. purpose bonds, crowd funding, smart bonds, etc.) as alternatives to standard loans.

Study the commonalities between the SCC settings of EU and China that can be used to increase replication potential and market/export potential for EU SCC solutions in China.

¹⁵ text and matrix

- Identify at least 10 examples for ongoing successful EU – China collaboration in the field of Smart cities that integrate Energy, ICT, Transport and Mobility.
- Present 5 case studies of successful examples in more detail
- Analyse the main bottlenecks and indicate how they can be overcome.
- Make recommendations on how collaboration between EU and China can bring added value to both sides.

The recent publication of the European Parliament "Mapping Smart Cities in the EU"¹⁶ looks at different ways to increase roll-out of Smart City solutions through scaling, replication and ecosystem seeding¹⁷. Building also on their recommendations and on the findings of the previous sections:

- Develop methods, structures and concrete recommendations for (different kinds of) Smart City initiatives that will ensure that all critical elements needed for later wide-scale roll-out are already included in the initial planning phase (e.g. a Smart City checklist, flowchart, scorecard).
- Review and develop guidance on how best to use joined-up innovative public procurement. Develop a set of tender criteria for smart city-related innovation procurement.

This should help initiators/planners/stakeholders to consider all important replicability aspects from the beginning in contrast to just adapting later once the solution worked in one specific place.

Part III

Synergies between SCC actors

The Contractor will analyse the potential for synergies between the different initiatives and groupings present in the field of smart cities.

The Contractor shall:

- Give an overview¹⁸ with short descriptions (including main focus, type, structure, size, constituency, reference to key publications and contact details) of main activity-groups/associations¹⁹ working on the successful roll-out of SCC.
- Analyse in depth the potential for synergies between them.
- Elaborate recommendations on how to successfully use these synergies to further advance the concept and roll out of Smart Cities in Europe.

¹⁶ [http://www.europarl.europa.eu/RegData/etudes/etudes/join/2014/507480/IPOL-ITRE_ET\(2014\)507480_EN.pdf](http://www.europarl.europa.eu/RegData/etudes/etudes/join/2014/507480/IPOL-ITRE_ET(2014)507480_EN.pdf)

¹⁷ i.e. using Smart City initiatives as the basis for an adaptive network of interacting initiatives [as defined in European Parliament "Mapping Smart Cities in the EU"]

¹⁸ Text and table/matrix

¹⁹ Including the ones listed on: http://ec.europa.eu/eip/smartcities/links/index_en.htm

Part IV

Mapping the European SCC landscape

The Contractor will make the findings of this study visually accessible and spatial analysis possible by organizing them in geographic representation/scalable maps. This mapping shall make it easier to understand what the Smart City landscape in Europe looks like and to know where best examples are located. It shall allow further spatial analysis of SCC patterns, such as place-specific success factors of certain business models in certain geographical areas.

The Contractor shall:

- Organize the findings of this study in appropriate geographical layers. This shall include:
 - All European cities with more than 50.000 inhabitants
 - All European example locations from Part I with all meta data, organized and filterable (by project type, size, budget, number of people affected, etc.)
- Prepare layers including geo-referenced meta data on at least 100 other EU applied smart city solutions (maximum 5 per city) that are not covered by the examples in Part I. The selection criteria here is less strict and also projects not covering all 3 sectors (Energy, ICT, Transport and Mobility) can be included as long as they have replication potential.
 - All example locations with all meta data, organized and filterable (by project type, size, budget, number of people affected, etc.)

Technical Specifications for the GIS part

The requirements for the geographical data are specified below:

A. Geographical Extent and Coverage

The data must cover the following territory:

- The European Union (EU 28)
- The tenderer will provide the Commission with a description of all features, tables and fields proposed in the deliverables.

B. Coordinate Reference System and geographical data format:

The geographical data must be delivered as in the coordinate reference system is the European Terrestrial Reference System 1989 (ETRS89_LAEA).

C. Metadata and documentation requirements

Metadata for discovery must be available for the geographic data. The geographic data should be documented, preferably in line with the INSPIRE Implementing Rules on

Metadata (Commission Regulation (EC) No 1205/2008 of 3 December 2008)²⁰ and the INSPIRE Metadata Implementing Rules: Technical Guidelines based on EN ISO 19115 and EN ISO 19119²¹. Metadata for discovery must be available preferably in XML encoding as described in the INSPIRE technical guidelines on metadata.

In addition each geographical data delivery will be accompanied by a number of documents:

- Data model showing the relations between features and tables
- Feature catalogue explaining all attributes, data formats, domain values, code lists, etc. In addition further documentation on the methods on how information is collected and how unicity of key field is maintained is welcome.
- Technical user guide describing the usage of the data.

It is envisaged that the data will be updated approximately every 4 years and the level of documentation provided must be adequate to ensure the freedom of the Commission to purchase the updating services via a new invitation to tender at the appropriate time.

D. Data format

The data must be provided in a format that can be processed easily by ArcGIS 10 or higher, without the need for preliminary processing and without loss of properties in terms of accuracy, topology and attributes. The preferred format would be an ESRI File Geodatabase or ESRI SDE Geodatabase for ORACLE 11. Any other format may be accepted if properly documented and compatible with ArcGIS Software.

E. Resolution

The data would ideally have a resolution corresponding to a scale level of minimum 1: 500 000 or larger. It is commonly accepted that the accuracy for a same level of 1:500 000 is about 250 meters. In any case, the resolution of the data provided will be described.

3.3. REPORT AND DOCUMENTS TO PRODUCE

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of *force majeure*). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

A **kick-off meeting** will take place in Brussels, at the latest 21 days following the entry into force of the contract, in order to settle all the details of the study, report, etc... to be undertaken.

A **second meeting** will be held in Brussels within 30 days following the submission of the draft interim report, in order to enable the contracting part to discuss the work accomplished.

²⁰ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:326:0012:0030:EN:PDF>

²¹ http://inspire.jrc.ec.europa.eu/reports/ImplementingRules/metadata/MD_IR_and_ISO_20090218.pdf

The contractor(s) will have to take fully into consideration any suggestion made by the Commission.

A **third meeting** will be held in Brussels within 30 days following the submission of the draft final report, in order to enable the contracting part to discuss the work accomplished. The contractor(s) will have to take fully into consideration any suggestion made by the Commission.

3.3.1. INTERIM REPORT

The draft interim report showing progress of the study shall be submitted to the Commission 6 months after the date of entry into force of the contract.

The interim report shall contain an overview of the activities already carried out and identify (preliminary) findings/issues derived from the first results of the study.

The Commission shall have 30 days from receipt to make comments.

Within 20 days of receiving the Commission's observations, will submit the final version of the report, explaining how the comments of the Commission were addressed.

3.3.2. FINAL REPORT (STUDY)

The contractor will submit a draft final report (study) to the Commission at the latest 13 months after the date of entry into force of the contract.

The Commission shall have 30 days from receipt to make comments. Within 30 days of receiving the Commission's observations, the Contractor will submit additional information or a new final report.

3.3.3. FINAL REPORT FORMAT AND PUBLICATION

10 copies of the final report in the English language shall be supplied in paper form and one copy in electronic form in MS Word. The GIS deliverables will be delivered as described in Part IV.

The Commission may publish the results of the study. For this purpose, the tenderer must ensure that the study is not subject to any restrictions deriving from intellectual property rights of third parties. Should he intend to use data in the study, which cannot be published, this must be explicitly mentioned in the offer.

3.4. DURATION OF THE TASK

The contractor will submit the final study report to the Commission at the latest 15 months after the entry into force of the contract . This period is calculated in calendar days.

3.5. PLACE OF PERFORMANCE

The tasks will be performed on the Contractor's premises. However, meetings between the contractor and the Commission shall be held on Commission premises in Brussels.

4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo²².

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

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

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

4.1. CONTENT

4.1.1. FINAL STUDY REPORT

The final study report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- the following standard disclaimer:

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

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

The Commission may publish (in full or in part) the study and reports on its web site, further elaborate the data and extract materials for publications.

4.1.2. PUBLISHABLE EXECUTIVE SUMMARY

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

²² The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu

- the following standard disclaimer:

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

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

4.2. GRAPHIC REQUIREMENTS

For graphic requirements please refer to the template provided in the annex 4. The cover page shall be filled in by the contractor in accordance with the instructions provided in the template. For further details you may also contact comm-visual-identity@ec.europa.eu.

5. ANNEXES

1. Tenderer 's Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Standard Word template for studies
5. Draft Contract

ANNEX 1

IDENTIFICATION OF THE TENDERER

(Each service provider , including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

Call for tenders ENER C2/2014-644

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ²³	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) :	

²³ For natural persons

Position (e.g. manager): Telephone number: Fax number: E-mail address:	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation²⁴ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

²⁴ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

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;
 - f) 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 control²⁵ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

- 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 penalties²⁶ 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

²⁵ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

²⁶ 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 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor ²⁷

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X**, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X** on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: **Provide details on bank, address, account number**.
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on **[dd/mm/yyyy]**

Place and date:

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

²⁷ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 4

European
Commission

Add document title 1

Add title 2

1. Table of Contents

- How To Use This Document Template..... 25
- Cover page..... 25
- Page set up 25
- Headings and subheadings 25
- Body text 25
- Header 26
- Footer..... 26
- Bulleted list 26
- Hyperlinks..... 26
- Table of Contents 26

2. How To Use This Document Template

Cover page

Add the title of the document which should be center aligned. Add any other relevant information if necessary which should be left aligned on the left vertical axe of the EC logo.

The font colour of the title should be **White**.

Page set up

- Top margin: 3.5
- Bottom margin: 2.5
- Left margin: 3
- Right margin: 2.5

Headings and subheadings

The following styles should be used for headings and subheadings.

- Heading 1
Font type: Verdana
Font Size: 14
Colour: R:38, G:54, B:115
- Heading 2
Font type: Verdana
Font Size: 11
Colour: R:38, G:54, B:115
- Heading 3
Font type: Verdana
Font Size: 10
Colour: R:38, G:54, B:115

Do not use capital letters for the headings/subheadings, the format should always be "sentence case", except for abbreviations.

Body text

Font style: Verdana
Font size: 10
Font colour: Gray 80%

Header

The header should include the EU flag and the reference text:

- European Commission
- The title of the document
- Font type: Verdana Italic
- Font size: 8

Footer

Add the relevant name of the month and year in the footer which should appear to the left below the line.

- Font type: Verdana Italic
- Font size: 8.
- The page numbers will appear automatically.

Bulleted list

The bullet should be square and the colour should be Black. For reference please see list under "[Headings and subheadings](#)". To apply the style of the list, select "List Bullet 2" from the "Style" drop down menu.

Hyperlinks

By default the hyperlinks will appear in blue (colour coder: R:26, G:63, B:124), no underline.

Table of Contents

This template is complete with Styles for a Table of Contents. From the **Insert menu**, choose **Reference**, then **Index and Tables**. Click on the tab "**Table of Contents**". In the "Format" box, select "From template".

ANNEX 5

DRAFT CONTRACT

See separate document - EU_Service_Contract 644