



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR ENERGY

Directorate C - Renewables, Research and Innovation, Energy Efficiency  
**The Director**

## **CALL FOR TENDERS**

N° ENER/C2/2016-502

### **Market Place**

**of the European Innovation Partnership on Smart Cities and Communities**

**(EIP SCC Market Place)**

# **TENDER SPECIFICATIONS**

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## **1. INFORMATION ON TENDERING**

### **1.1. Participation**

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations. It is also open to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the multilateral Agreement on Government Procurement<sup>1</sup> concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in 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. Compliance with applicable law**

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>2</sup>.

### **1.4. Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

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<sup>1</sup> See [http://www.wto.org/english/tratop\\_e/gproc\\_e/gp\\_gpa\\_e.htm](http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm)

<sup>2</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

## **1.5. Subcontracting**

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

Tenderers are required to identify subcontractors whose share of the contract is above 20 % and those whose capacity is necessary to fulfil the selection criteria.

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

## **1.6. Structure and content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.7)

Part B: Non-exclusion (see section 4.1)

Part C: Selection (see section 4.2)

Part D: Technical offer

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

Part E: 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 bear 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.

Part F: Power of attorney (for consortia only)

## **1.7. Identification of the tenderer**

The tender must include a **cover letter** signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney. The signed powers of attorney must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent signed by an authorised representative

stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

All tenderers (including all members of the group in case of joint tender) 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, if required under applicable law, proof of registration in a professional or trade register or any other official document showing the registration number.

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

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with [Commission Recommendation 2003/361/EC](#). This information is used for statistical purposes only.

## 2. TECHNICAL SPECIFICATIONS

### 2.1. Introduction

#### 2.1.1. Context of the tender

Today 78% of European citizens live in cities, and 85% of the EU's GDP is generated in cities. Many European cities are forerunners in the much-needed transition towards a low carbon, resource efficient and competitive economy.

Cities are central to delivering on key challenges for Europe's society and economy: jobs, growth and investment, innovation, energy efficiency, low-carbon development and CO<sub>2</sub>-Reduction – to name a few.

Linking and upgrading infrastructures, technologies and services in key urban sectors (transport, buildings, energy, ICT) in a smart way will improve quality of life, competitiveness and sustainability of Europe's cities.

But a number of challenges are hindering this: markets are often fragmented, missing out on their full economic potential; many innovative solutions require new business models and financing solutions for decreasing risk; since demand for better infrastructures and services is high and still increasing but public budget is under pressure, knowledge needs to be shared effectively and capacities developed.

To help European cities and industries facing these challenges the European Commission has launched on 10<sup>th</sup> July 2012 the European Innovation Partnership on Smart Cities and Communities (EIP SCC)<sup>3</sup>, which aims to create an open, collaborative market place for smart city solutions at the intersection of transport, energy and ICT and to drive market transformation through development and replication of solutions at large scale.

The SCC-EIP is driven by public and private partners. A High Level Group was founded in 2012 to create the EIP SCC's Strategic Implementation Plan (SIP)<sup>4</sup>, which was published in October 2013 defining 11 priority areas.

The SIP built the basis for the Invitation for Commitments<sup>5</sup>, which was launched on 28<sup>th</sup> February 2014. More than 4.000 partners representing cities, companies, research organisations and other interest organisations and partners organised their interest to collaborate through approximately 400 commitments. Out of these, 370 were retained. Coming from 31 countries, they constitute the core part of the Market Place<sup>6</sup> of the EIP SCC, to which this tender refers.

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<sup>3</sup> <http://ec.europa.eu/eip/smartcities>  
<http://ec.europa.eu/transparency/regdoc/rep/3/2012/EN/3-2012-4701-EN-F1-1.PDF>

<sup>4</sup> <http://www.eu-smartcities.eu/sites/all/files/SIP.pdf>

<sup>5</sup> Commitments are the "projects" of the EIP SCC. They are measurable and concrete smart city engagements/actions from public and private partners.

<sup>6</sup> <http://www.eu-smartcities.eu>

Based on the retained commitments 6 Action Clusters have been established covering 8 of the 11 focus areas<sup>7</sup> of the SIP:

- Sustainable Districts and Built Environment
- Sustainable Urban Mobility
- Integrated Infrastructures & Processes
- Business Models
- Citizen Focus
- Integrated Planning/Policy & Regulation

The Action Clusters organise the Market Place of the EIP SCC. They work on specific issues related to smart cities. Participants discuss potential ideas and synergies to help efficient implementation and replication of commitments/solutions and explore new fields of activities and business models.

Replication is organised through Action Cluster roll-out initiatives. These initiatives are a key implementation tool of the EIP SCC and its market place. They bring those public and private partners together which are interested and committed to join up efforts to develop and replicate specific innovations at scale. The 2016 Strategic Implementation Agenda of the EIP SCC<sup>8</sup> listed as core objectives for implementation that

- **100 cities** active in this partnership will collaborate in different groupings to align and subsequently **bundle demand** for tested solutions;
- **100 key industry partners** will cooperate with these cities in **developing innovative solutions** and the respective business models and innovative financing solutions to de-risk city investments and benefit SME growth;
- **Other key parties**, like academia, Governments, associations and other institutions, as well as civil society will join these initiatives to support their success.

By the time of publication of this tender, 10 action cluster roll-out initiatives have been set up, seeking to engage all key market players. For those technologies and services identified, partners to the initiatives will find and address opportunities under the European Strategic Fund for Investments, the European Structural Investment Funds and Horizon 2020. Partners will access other industry and investment funds and will develop innovative business models as well as new platforms for co-creation and sharing of risk. Their collaboration will benefit many cities and their citizens, particularly also those living in small-to-medium sized cities (representing the majority of EU citizens). Finally, in the frame of the Strategic Energy Technology Plan (SET-Plan) Key Action 3<sup>9</sup>, a declaration of intent in the field of Smart Cities and Communities is being drafted which contains a number of common issues with the 11 focus areas of the SIP (e.g.

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<sup>7</sup> [See page 7 of the Strategic Implementation Plan \(SIP\)](#)

<sup>8</sup> <https://eu-smartcities.eu/content/eip-scc-roadmap-2016>

<sup>9</sup> [Towards an Integrated Strategic Energy Technology \(SET\) Plan: Accelerating the European Energy System Transformation, C\(2015\)6317 final.](#)

develop infrastructure platforms and common architecture for smart city information, collaborative integrated smart city planning, etc.) and which will be followed by an implementation plan.

### **2.1.2. Purpose of the tender**

The European Commission is publishing this invitation to tender for services to conclude a contract with a service provider (or consortium) to manage the Market Place of the EIP SCC.

The selected service provider will help the European Commission and the EIP SCC constituency (public authorities at EU, national and local level as well as the industry and the research and financing community) to push forward the implementation agenda of the EIP SCC following the established general roadmap as well as the roadmaps of the respective initiatives thereunder.

The expected task portfolio includes, but is not limited to:

- Programme Management Office support to the EIP SCC, its Action Clusters and their initiatives;
- Direct and personal support to the (voluntary) lead persons of the respective Action Clusters and initiatives (e.g. provision of tailored technical documentation, provision of high quality minutes for meetings, help with logistics for meetings, etc.);
- Close cooperation with the Covenant of Mayors Office<sup>10</sup>, the Smart Cities Information System (SCIS)<sup>11</sup>, the CIVITAS Initiative<sup>12</sup>, the Green Digital Charter<sup>13</sup> and other relevant EU initiatives, including, but not limited to:
  - Organisation of collaborative workshops or events related to the EIP SCC roadmaps and topics,
  - Co-authoring of publications relevant for the EIP SCC community and the respective EU initiative's constituency.
- Enabling the EIP SCC Market Place to perform its tasks efficiently and effectively by organising meetings and gathering and summarising the input of its members into high quality documents, focused on the crucial actions and deliverables that support the implementation of the EIP SCC Roadmap and – in the broader sense – its Strategic Implementation Plan;
- Maintaining a close relationship between the actors of the EIP SCC Market Place, the various stakeholders (including public authorities) and the European Commission by means of regular meetings and reporting;
- Support the outreach to new market players, in particular from the finance sector;

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<sup>10</sup> <http://www.covenantofmayors.eu>

<sup>11</sup> <http://www.smartcities-infosystem.eu>

<sup>12</sup> <http://www.civitas.eu>

<sup>13</sup> <http://www.greendigitalcharter.eu>



- Support building a pipeline of Smart City projects, including facilitation of interlinks with European Structural Investment Funds as well as the European Fund for Strategic Investments;
- Provide timely and well-structured feedback to the European Commission to further develop and implement the EIP SCC roadmap and for the implementation plan of the SET-Plan Key Action 3 in the field of Smart Cities and Communities
- Efficiently and effectively promoting the activities of the EIP SCC Market Place and disseminating their outcome, including inter alia professionally edited and high added value newsletter that is published in a timely manner and for which the contractor guarantees highest quality and minimum needed interaction with the commission staff.
- Overhauling and constantly improving the web site of the EIP SCC Market Place (and its sub-groupings) by integrating state-of-the-art (and beyond) collaboration and networking tools to allow for seamless dialogues of the demand and supply side of the Smart City market the EIP SCC is aiming to create;
- Giving concrete advice for future activities of the EIP SCC;
- Organisation of high-level workshops, meetings and conferences with high participation numbers, aiming at supporting and multiplying above listed objectives;
- Provision of tailor-made dissemination tools and strategies to reach out to all potential stakeholders including the broader public.

To make sure that the EIP SCC and its core activities (such as the EIP SCC initiatives) are supported in the best possible way allocation of sufficient high quality and experienced human resources is indispensable.

The services to be delivered shall cover the European Union, its Member States, its local communities as well as FP7 and Horizon 2020 Associated countries.

## **2.2. Rationale and aims**

### **2.2.1. Strategy**

The EIP SCC Market Place shall continue to support the implementation of the Smart Cities and Communities EIP SCC, guided by the Strategic Implementation Plan and – more specifically – by the established roadmaps of the EIP itself and initiatives thereunder.

More specifically, the EIP SCC Market Place should continue focusing on up scaling<sup>14</sup> the application of innovative measures in European cities across Europe while focusing on the needs of European cities (and their citizens) and respecting the subsidiarity principle. It should become the main point of reference for all efforts to build a market for smart cities in Europe.

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<sup>14</sup> In this context up scaling refers to an increased number of similar measures (→ replication), but also to the increased scale of each individual measure.

The actions performed by the EIP SCC initiatives are expected to accelerate the development (if needed) and market deployment of low carbon technology applications and solutions in the urban environment at the intersections of Energy, Mobility & Transport and ICT.

### **2.2.2. General issues**

The main tasks of the selected tenderer will be to maintain and improve the operational functioning of the EIP SCC Market Place and to ensure effective interaction among the relevant stakeholders as listed above (including the European Commission).

The selected tenderer will thus maintain the EIP SCC Market Place as an open forum for all interested stakeholders taking the following into account:

- Interested stakeholders may register at the platform without limitation.
- Access to topic discussions and being enabled to contribute is only possible after publication of the respective user profile.
- A flexible and transparent access to Action Clusters, Commitments and initiatives shall be ensured in close collaboration with the respective Action Cluster, commitment and initiative leaders as well as the European Commission.
- Should it at a later stage be necessary to establish an admittance procedure for the above mentioned groups any set of admittance or selection criteria are subject to the European Commission's approval.
- While the EIP SCC Market Place shall in general be open to everyone the potential categories of stakeholders which can be admitted to any of the above mentioned groups may include, but are not limited to, the following categories:
  - City authorities;
  - Industry/companies such as energy producers, engineering companies, service providers, telecom operators, internet service providers, ICT systems integrators, various suppliers and technology providers relevant for transport, ICT and energy management to name some;
  - Associations, Networks, Alliances, NGOs such as Eurocities, Covenant of Mayors, Local Governments for Sustainability (ICLEI), European Regions Research and Innovation Network (ERRIN), European Network on Living Labs (EnoLL) to name some;
  - Technology experts being involved in demonstration/pilot projects as well as real use cases;
  - Representatives of related Technology Platforms (such as RES Heating and Cooling, PV, Electricity Grids, Electronic Components and Systems PPP on energy efficiency in buildings and Future Internet PPP, etc.);
  - Agencies and regulators;
  - EU Member States' and Associated Countries' representatives (including Ministries of energy, industry, research, economy, telecommunications and transport);
  - Research community;
  - Any other consultants and practitioners in the field of Smart Cities.

Following the above it is crucial that the selected tenderer is neutral, impartial and transparent vis-à-vis the various stakeholders.

The EIP SCC Market Place shall be maintained and improved on state of the art ICT technology (and beyond). Particular attention will be given to provide a personalised access to information. Quality of design and user friendliness shall be paid particular attention

Activities of the EIP SCC may be co-funded by public authorities or NGO's provided all independence on the content and organisation of the activity is guaranteed.

In order to ensure the impartiality and independence of the EIP SCC's market place any sponsoring or other types of support for the market place's activities (e.g. events) by industry or private businesses are subject to the prior approval of the European Commission.

The contractor shall provide the necessary flexibility to adapt to possible evolutions of priorities in the overall Commission Smart City policy and shall have the appropriate budgetary flexibility to accommodate those evolutions.

### **2.2.3. Collaboration with Solar Decathlon Europe**

The selected tenderer will ensure in close collaboration with the Solar Decathlon Europe Secretariat that the outcomes of its competitions will be disseminated and accessible to all relevant and interested stakeholders in the EIP SCC's constituency.

An exchange on Energy efficient buildings and renewables seems to be most effective with the Action Cluster on Sustainable Districts and Built Environment and the initiatives thereunder, but is not limited to this group.

## **2.3. Work Packages**

The tender is structured in five work packages (WPs) which will be implemented in an integrated and transparent way during the duration of the contract:

- The objective of **WP 1 (Project and quality management)** is to ensure an effective management of the project and application of a sound quality management system as well as the organisation of various meetings and events.
- The objective of **WP 2 (Organisation and cooperation)** is to build upon and to expand the stakeholder base under the umbrella of the EIP SCC Market Place and facilitate their cooperation with a view to supporting the development of the EIP SCC and its broader context.
- The objective of **WP 3 (Monitoring and knowledge transfer)** is to monitor and analyse the information gathered through monitoring activities, to identify and propose measures which initiate the circle of innovation in cities and ensure the transfer of knowledge, mainly by means of the established initiatives.
- The objective of **WP 4 (Representation and Communication)** is to provide the EIP SCC Market Place with the maximum visibility towards the stakeholders and decision makers, to disseminate the knowledge arising from gathering and analysing information, and to promote the Smart Cities and Communities concept.
- The objective of **WP 5 (Transfer at the end of the contract)** is to provide all the necessary procedures and means to guarantee a smooth transfer of the EIP SCC Market Place and the

knowledge and know-how gathered during the duration of the contract to the EC or any other entity designated by the EC.

### ***WP 1: Project and quality management***

The selected tenderer must follow an integrated approach to the overall management of the EIP SCC Market Place, ensuring efficient management and coordination of the activities. Appropriate organisational and logistical measures shall be taken to ensure a transparent management of all activities.

The main tasks will include:

- Organisation of high-level workshops, meetings and conferences with high participation numbers in a single place and provision of catering and logistics; the meeting venues shall provide:
  - A plenary room for at least 500 participants,
  - At least six rooms for up to 100 participants (one per Action Cluster),
  - Technical services, which are state of the art (including, but not limited to high quality web streaming, teleconferencing, videoconferencing, wireless microphones, high class audio, etc.).

All costs related to events and meetings shall be presented in the tender submission, but the scope and contents of the individual event will remain subject to EC approval. The list of events and meetings includes, but is not limited to:

- One high-level event per year in the order of 500 participants including VIP services for high-level representatives from EU level, cities, regions and industry (e.g. the yearly General Assembly of the EIP SCC and its market place),
- At least two Action Cluster meetings per year in the order of 500 participants (one of these meetings shall be organised under the umbrella of the above mentioned yearly General Assembly),
- At least two collaborative workshops with EU initiatives and relevant associations (see section 3.2.2) on matters related to the EIP SCC roadmaps,
- At least four side events adjacent to EU level conferences (such as the Open Days, the European Sustainable Energy Week, Smart City conferences, etc.);
- Management support to and – if needed – contracting of moderation of meetings up to Action Cluster level;
- Reporting of the various meetings with an appropriate quality and timeliness;
- Application of highest quality standards and highest possible level of expertise to the tasks performed;
- Annual work planning including a detailed overview of actions, needs, deliverables, time planning of important upcoming events, etc.;
- Regular reporting to the European Commission, including statistics on virtual work and near real-time delivery of high quality minutes of meetings (i.e. in the order of 10-20 minutes after the closure of meetings);

- Coordination activities of the EIP SCC Market Place (the selected tenderer will host the Secretariat of the EIP SCC Market Place, providing it with overall coordination and supervision);
- Continuous assessment of the development of the EIP SCC Market Place and taking the necessary steps to proactively overcome any problems and to improve the user experience (including, but not limited to anti-spam measures, interface improvements, etc.);
- Maintaining the membership base of the EIP SCC Market Place including a helpdesk replying to stakeholder questions;
- Ensuring that any report or communication being produced by the EIP SCC Market Place is always timely, of impeccable quality and checked by native English speakers.

The tender shall include all the tenderer's detailed expenses for the abovementioned meetings and also for any other travels and any other work of the tenderer's staff and/or tenderer's subcontractors needed for providing the deliverables requested by this tender. The tasks attributed to the contractor(s) shall be presented separately in the tenders.

The selected tenderer is expected to locate all personnel in Brussels to ensure closest and easiest collaboration including regular coordination meetings between the European Commission and the contractor as well as ad-hoc meetings in case of unforeseen urgencies.

### ***WP 2: Organisation and cooperation***

The tender must propose a strategy for establishing and maintaining contacts and good working relationships with a wide range of stakeholders according to the list presented in section 3.2.2.

The organisational structure of the EIP SCC Market Place should be maintained and – where possible and needed – proactively improved. Peer review and peer improvement are considered as a great asset.

The structure shall continue to facilitate the matching and cooperation of cities and industry/companies to sustain momentum and to broaden the implementation base of the existing Action Cluster initiatives, and to prepare the grounds for setting up new ones in the main areas of the EIP SCC: Energy, Mobility & Transport and ICT.

The selected tenderer will enable the EIP SCC Market Place and moreover the Action Clusters and initiatives to support cities by increasing the availability of innovative technologies through replication at scale, leading to better services and lower cost. This includes the continued support to the identification and development of technical, economic and organisational solutions which can be applied to European cities at large scale.

To this aim the EIP SCC Market Place shall continue to enable the key players to come together and also help identifying and tackling the barriers holding back innovative products and services in the city environment.

The main tasks will include, but are not limited to:

- Maintenance and further improvement of the EIP SCC Market Place structure to make it more transparent and effective, enabling the stakeholders' contribution to the development and implementation of the EIP SCC and – moreover – its initiatives;

- Flexible organisation of the EIP SCC Market Place's structure focussing on the maintenance and support to the Action Clusters and initiatives under consideration of the above mentioned contingency;
- Develop and regularly update – in close cooperation with the Action Clusters and initiatives (including their chairs) – the work plans presenting the annual tasks and their timelines;
- Secretarial support to the Action Cluster and initiative lead persons, including management of the reimbursement of travel costs up to a ceiling of € 500,00 for up to 30 such members for up to four meetings per year (the budget allocation for this shall be presented in the proposal);
- Provision of at least one independent coordination expert screening the roadmaps/work programmes and contents of all initiatives and Action Clusters to effectively and efficiently support the respective lead persons to develop strategies and roadmaps/work programmes across the boundaries of their respective group to allow for a coherent EIP SCC strategy and work programme, which is measurable and sustainable;
- The EIP SCC Market Place shall continue to support developing appropriate objectives and priority actions for the EIP SCC, aiming at accelerating the deployment of low carbon technologies, creating the markets and giving the industries and cities a competitive edge while ensuring the high quality of life in the cities;
- Provide a detailed plan for an active promotion of the EIP SCC and for the dissemination of the results.

### ***WP 3: Monitoring and knowledge transfer***

The EIP SCC Market Place shall monitor the implementation of the defined roadmaps and shall regularly report on the status quo to the EIP SCC constituency (including the European Commission).

Knowledge exchange is an essential part of the EIP SCC's vision and work. Its Market Place is consequently the main tool to facilitate this. But it is also crucial to transfer the knowledge to users outside the constituency of the EIP SCC.

To this end the EIP SCC Market Place shall closely collaborate with the Smart Cities Information System (SCIS) and shall ensure that relevant results and knowledge are shared and disseminated.

In the communication of results and organisation of dissemination events the EIP SCC Market Place and SCIS shall closely coordinate their respective efforts regularly to avoid overlap but to ensure synergies (e.g. in the form of SCIS sessions in EIP events and vice versa) and with regards to the content of their respective web sites. EIP SCC Market Place shall, were necessary, support the SCIS data collection effort.

In knowledge-transfer efforts the EIP SCC Market Place shall also consider other existing and future initiatives (such as the Covenant of Mayors, the Green Digital Charter Europe, the CIVITAS Initiative, etc.) to maximise the impact.

The main tasks include, but are not limited to:

- Identification and development of the approaches which will enable knowledge transfer. This could encompass elements such as a typology of the cities, specifications for, training needs, etc..

- Support the SCIS contractor(s) in developing and maintaining a monitoring system, which will enable the monitoring of the impact of projects resulting from the EIP SCC initiatives.

#### ***WP 4: Representation and Communication***

Awareness of the policy context in a setup involving at least three Commissioners and the respective cabinets and directorates-general of the European Commission is essential for a tailored yet efficient communication.

The selected tenderer is expected to operate with the outmost respect and awareness in this challenging context. A high quality of timely communication (including an impeccable usage of the English language) is crucial and will avoid damage to the EIP SCC policy context as well as to its broader community.

To meet these expectations the selected tenderer must be absolutely neutral, impartial and transparent vis-à-vis the various stakeholders, the likelihood of the tenderer being in situations implying a conflict of interest will be an important criterion for the evaluation of the tender (see also section 2.4).

Fulfilling the prerequisites mentioned above the selected tenderer will carry out highest quality communication activities, such as the production of information leaflets, brochures, reports, newsletters and other relevant documents which should be budgeted accordingly in the tender submission.

Brochures and leaflets shall be delivered in editions of at least 3000 copies at the highest design, quality and language standards. A near real-time response and collaboration with the tenderer's design teams is considered indispensable.

The selected tenderer will ensure the promotion of actions and facilitate the flow and exchange of information among the stakeholders. To maximise communication impact a close cooperation with the Covenant of Mayors office and other relevant urban EU initiatives as presented in section 3.2.2 shall be established.

The selected tenderer will develop a strategy to enhance the visibility of the EIP SCC. It will propose its activities and encourages participation of interested stakeholders in the various clusters. The selected tenderer will proactively seek to ensure representation of the EIP activities at all major relevant events, depending on the event either by a stand or a speaker or in any other appropriate feasible manner. The selected tenderer will have at its disposal at least one expert with good communication skills in English to this end.

The selected tenderer will develop a communication and valorisation campaign which can encompass elements such as publication of advertisements in specialised media, publication in specialised magazines of the articles focusing on the EIP SCC Market Place's activities.

The monthly newsletter (sent to all members of the EIP SCC Market Place, selected EC officials, project partners and other relevant stakeholders) shall be proactively authored with highest awareness of the fast changing context of Smart Cities and Communities. The tenderer is expected to apply the same high quality standards as for the print materials mentioned above, in a timely manner and with minimum need for interaction with the commission staff.

The selected tenderer will maintain and further improve the web site of the EIP SCC Market Place (with view to the mentioned communication among the stakeholders, knowledge sharing, etc.).

The web site of the EIP SCC Market Place shall be further transformed to a "one-stop" communication platform for the EIP SCC offering various stakeholders (acting either in their personal or professional capacity) the possibility of exchanging ideas, presenting plans, raising questions and being able to discuss any Smart Cities related issues with the other users of the web site. This would also include making available essential information from all relevant EU-level initiatives on the EIP SCC Market Place web site, presented in a tailor-made, purposeful and clear manner.

Various interactive tools (such as blogs and discussion forums) are already part of the web site and should be further improved where suitable.

In addition, the following measures are considered essential, including, but not limited to:

- Measures, which will lead to a substantial number of visits in the order of at least 400.000 web site hits per year<sup>15</sup>;
- Measures, which will increase the accessibility of relevant information, also for non-members of the EIP-SCC Market Place (e.g. a fully integrated full text search);
- Measures, which encourage users to stay at the EIP Market Place web site;
- Measures, which encourage users to join the active constituency of the EIP SCC's initiatives to allow increasing their capacity and workforce and to drive their agendas forward;
- A fully integrated collaborative workspace, to enable seamless online collaboration among stakeholders (e.g. groups of up to 100 stakeholders editing documents at the same time).
- Maintenance and further development of web-based interactive guidance tool for financing instruments, taking into account the specific needs of the self-declared user category (City topology, SME, industry, etc. ...).

The information on the web site and in any other published materials shall be provided in English (possibly including web-links to any other web sites containing relevant information in any language). Tenderers shall propose in their tenders a cost-effective way of translation of the information published on the EIP SCC Market Place's web site into other official EU languages by making use of state-of-the-art technology, thus helping users across the EU in understanding the published contents.

In line with the expectations formulated above the contents published by the selected tenderer must be published impartially and independent of any special interests. The web site should not be used for the distribution of interest-based information (besides clearly identified events and news items) or for third-party advertising.

The contents published on the web site shall be open to public access and must therefore be subject to the selected tenderer's internal quality control.

The selected tenderer must maintain and update all sections of the web site throughout the duration of the contract.

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<sup>15</sup> From 18 February 2015 to 18 February 2016 web site 143.414 visits have been registered.



The selected tenderer must ensure that no restrictions based on personal data and/or confidentiality and/or intellectual property rights are to be expected from any third party due to the publication of any data and documents on the web site or in any other material produced and publically available. The selected tenderer must fully respect the intellectual property rights. Should the tenderer for providing the deliverables or services under this contract intend to use any data which cannot be published, this must be explicitly mentioned in the tender. While fully respecting the corresponding legislation, the selected tenderer shall actively search out new contacts and interested parties to be included in the distribution lists of the EIP SCC Market Place's dissemination products. Subscription and removal from the distribution list shall be easy.

The EIP SCC Market Place's web site shall be a copyrighted product of the EC.

#### ***WP 5: Transfer at the end of the contract***

The selected tenderer must:

- Produce complete and user friendly documentation on all the procedures and means used in developing, maintaining and updating the EIP SCC Market Place's web site and
- Provide training and information sessions during the last 6 months of the contract to the European Commission staff members and/or staff members of other entity designated by the European Commission, in order to enable them to take over all the EIP SCC Market Place's activities after the end of the contract.

At the end of the contract, as part of the transfer, the full contents of the EIP SCC Market Place's web site (including the latest version of the source codes as written for the EIP SCC Market Place's web site during the course of the contract) are to be delivered to the EC on DVDs, if requested by the European Commission staff members and/or staff members of other entity designated by the European Commission, underlying data structures shall be transferred, too, by the most efficient means in view of ensuring an uninterrupted continuation of the work.

All the costs of all activities related to the abovementioned transfer shall be presented in the tender.

## **2.4. Project Deliverables**

The execution of the tasks begins after the date on which the contract enters into force.

The implementation of the contract will be monitored through a number of reports (see below), all of them giving a full overview and evaluation of the implementation, use of resources, main achievements, outputs and impacts, as well as any problems encountered and the updated plan of further activities. The Progress Reports and the Interim Technical Report will be reviewed during the meetings held in Brussels between the EC and the selected tenderer. The tenderers should include quantitative targets for monitoring the implementation of the contract, with schedule of submitting them to the EC.

Deliverables other than reports are described in the previous sections of these tender specifications.

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.

<b>Reports</b>	<b>Delivery date (month after the signature of the contract)</b>
Inception Report	3
1st Progress Report	6
2nd Progress Report	12
Interim Technical Report	18
3rd Progress Report	24
4th Progress Report	30
Draft Final Technical Report	34
Final Technical Report	36

In principle, the deadlines set out above 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 above.

The Commission shall have 30 days from receipt to approve or reject any of the above mentioned reports. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or another report. All reports shall be delivered in English.

In general, the selected tenderer should be able to respond to requests from the EC within 3 working days (or within 3 working days provide justification for a different deadline).

### **Payments**

There will be two payments: an interim payment after reception and approval of the Interim Technical Report and a final payment after reception and approval of the Final Technical Report. These payments are subject to the conditions specified in the service contract.

### **Kick-off meeting**

At the latest 15 days following the signature of the contract, a kick-off meeting between the selected tenderer and the EC will be held in Brussels. This meeting will ensure that the selected tenderer has a clear understanding of the terms of contract and objectives.

### **Inception Report**

The Inception Report, expected within 3 months after the signature of the contract, will serve as a reference document for the EC and for the selected tenderer during the lifetime of the project. It will contain the detailed management and work programme (including also the communication and dissemination plan as well as proposed structure and content of interim and final technical reports), based on these tender specifications, but will take into account any changes agreed during the finalisation of the contract as well as issues further discussed after the contract signature, in particular during the kick-off meeting. It will clearly present measurable performance indicators and

targets based on them, making it possible to objectively estimate the success of the work done under the contract.

Within 3 months after the signature of the contract, an Inception Report shall be submitted, outlining a detailed work plan and elaborating on the proposed methodology. The inception meeting will review the Inception Report. A set of performance indicators, proposed by the selected tenderer, will be agreed with the EC and used at later stages for assessing the outcomes of the EIP SCC Market Place.

### **Progress Reports**

The Progress Reports will be submitted to the EC 6, 12, 24 and 30 months after the signature of the contract. They will present a full overview of the progress of the work, together with any deviations and corrective actions taken, giving a complete overview and evaluation of the implementation of the contract (including through measurable performance indicators), main achievements, outputs and impacts, users' feedback as well as any problems encountered and also the updated plan of further activities.

### **Interim Technical Report**

The Interim Technical Report will be submitted to the EC 18 months after the signature of the contract. It will be following the structure of Progress reports, thus present a full overview of the progress of the work, together with any deviations and corrective actions taken, giving a complete overview and evaluation of the implementation of the contract (including through measurable performance indicators), main achievements, outputs and impacts, users' feedback as well as any problems encountered and also the updated plan of further activities. In addition, it will include an annex providing detailed description of the financial resources used under this contract.

### **Draft Final Technical Report**

The draft Final Technical Report, mainly following the structure of the Progress Reports, will be submitted to the EC at the latest 34 months after the signature of the contract.

### **Final Technical Report**

The Final Technical Report, mainly following the structure of the Progress Reports and taking into account the EC's comments on the draft Final Technical Report, must be delivered to the EC by the 15th of the last month of the duration of the contract.

Three copies of the abovementioned inception, progress, interim, draft final and final technical reports shall be submitted to the EC in paper form and one copy in electronic form, either in MS Word or in HTML format. The Final Technical Report shall also be submitted to the EC in PDF format. All copies, both in electronic and in paper form, shall be sent to the EC on the same day.

The quality of the Final Technical Report will be assessed. If the report is judged as non-sufficient the selected tenderer will be required to submit additional information or a new report.

The EC may publish the results of the services provided. For this purpose, the selected tenderer must ensure that the information contained in the abovementioned reports and other materials to be published is not subject to any restrictions deriving from personal data, confidentiality or intellectual property rights of third parties. Should the selected tenderer for providing the deliverables or services under this contract intend to use any data which cannot be published, the selected tenderer can only

include such data in a separate annex of the abovementioned reports and must clearly mark this annex's cover page as "confidential annex".

## **2.5. Duration of the tasks**

The duration of the tasks shall not exceed 36 months. This period is calculated in calendar days.

## **2.6. Place of performance**

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

As mentioned above the selected tenderer is expected to locate all personnel in Brussels to ensure closest and easiest collaboration including regular coordination meetings between the European Commission and the contractor as well as ad-hoc meetings in case of unforeseen urgencies.

## **2.7. Estimate of the amount of work involved**

The amount of work involved to carry out this contract is estimated at 3.000 man days.

### **3. EVALUATION AND AWARD**

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The tenders will be assessed in the order indicated above. Only tenders meeting the requirements of one step will pass on to the next step.

#### **3.1. Verification of non-exclusion**

All tenderers must provide a declaration on honour (see Annex 2), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose share of the contract is above 20% and those whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender, to subcontractors whose share of the contract is above 20% and to subcontractors whose capacity is necessary to fulfil the selection criteria.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

### **3.1.1. Selection criteria**

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

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.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

### **3.1.2. Declaration and evidence**

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 2), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see section 4.1) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the evidence to be submitted with the tenders.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

### **3.1.3. Regulatory capacity**

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders.

### **3.1.4. Economic and financial capacity criteria**

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium) must provide evidence for an annual turnover of minimum 3.000.000 EUR, for the past three years.

Tenderers must provide proof of their financial and economic capacity by means of the following documents: copies of the loss accounts and balance sheets or respective extracts for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years, for which accounts have been closed from each concerned legal entity.

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.

### **3.1.5. Technical and professional capacity criteria and evidence**

#### **a. Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below. The project references indicated below consist in a list of relevant services provided in the past three years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

- Experience of at least 10 years in developing and managing activities (such as setting up an organisation, data management, communication and dissemination) similar to the ones requested by the tender specifications.
- Experience in professionally organising at least three high-level events in the order of 500 participants including VIP services for high-level representatives from EU level, cities, regions and industry.
- Experience of at least 10 years in working with stakeholders at municipal/community level, including setting up and implementing innovation projects and their financing including public-private cooperation in the fields of relevance to this tender.
- Experience of at least 10 years in writing English high quality texts for web site(s), publications and work documents (English native level authors are mandatory), evidence for highest quality standards and drafting reports in English following these standards shall be given.
- Experience of at least 10 years in designing and keeping up-to-date web sites following highest technical, quality and design standards, including design of platforms for knowledge exchange and transfer as well as horizon scanning of innovation trends and smart city news and their regular reporting through the web site.
- High-level professional experience of at least 10 years with lead groups of experts, fully understanding, processing, summarising their work in the fields of energy, transport, ICT and socio-economic topics; delivery of at least 3 projects in these fields in the last three years with a minimum value for each project of € 1.000.000, with a cumulated coverage of 10 EU

member states and a demonstrated awareness and proven linkage with key networks and communities in the field of smart cities.

- Experience of at least 10 years in successfully handling large heterogeneous stakeholder groups in terms of communications, information management, programme management and helpdesk tasks.

**b. Criteria relating to the team delivering the service:**

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

Evidence will consist in CVs of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service.

In general all team members shall be chosen following highest education and quality standards, while always ensuring to assign the most appropriate person(s) to the respective tasks.

In addition, the team should include, as a minimum, the following profiles:

Project Manager

The chosen person shall have at least 10 years of experience in project management and at least 5 years of experience of working with European Commission services, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of a similar size (at least € 2.000.000) and coverage (i.e. at least 10 EU member states in total), with experience in management of teams of at least 30 people.

Content Coordinator

The chosen person shall have at least 5 years of experience of leadership and management in an organisational setting of relevance to the context of smart cities as well as expertise in dealing with heterogeneous expert groups in the magnitude of 30 and more members, including achieving consensus on implementation actions and monitoring of the latter; he/she shall have a relevant higher education degree, extensive knowledge and an outstanding understanding of the most important areas related to Smart Cities and Communities such as built environment, urban mobility/transport, urban infrastructures, ICT, urban processes, citizen engagement, business models, public procurement, financing, planning and related urban regulation and standards. The chosen person shall have demonstrated his/her capacity for leading business strategy and planning for innovation roll out and should be well recognised in the wider field of smart cities and communities.

Action Cluster Support

At least 6 persons (one for each Action Cluster) having relevant higher education degrees and at least 5 years of experience with European Commission services/working groups and professional practical experience in one or more of the following fields: built environment, urban mobility/transport, urban infrastructures, ICT, urban processes, citizen engagement, business models, public procurement, financing, planning and related urban regulation and standards. For each of the action clusters a candidate needs to be proposed for the lead support management whose work experience fits to the areas of work of the cluster. Moreover, experience and expertise with development and implementation of innovation projects in an urban context including public-private cooperation needs to be demonstrated.

Web Design Team



The chosen team leader shall have at least 10 years of experience in dealing with state-of-the-art web development and design. The remaining team members need to show a similar level of expertise and know-how and an experience of at least 5 years in the field. A respective catalogue of works shall be provided as part of the tenderer's proposal.

#### Communciation Team

The chosen team leader shall have at least 10 years of experience in delivering high quality communication material. The remaining team members shall have a similar level of expertise and an experience of at least 5 years in the field. For all team members native level language skills are required as well as a proven track record in writing for the web. A respective catalogue of works as well as language certificates shall be provided as part of the tenderer's proposal.

#### **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 at least 3 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 (Curricula vitae, CV) of the persons who will provide the service for this tender including the management staff. Each CV provided should indicate the intended function in the delivery of the service. Moreover, the tenderer should demonstrate how the chosen team covers the areas of relevance to this tender as well as the geographical coverage ((including language coverage) and ability to work and organise the reach out of EIP initiatives across the EU (contacts with relevant (smart) city networks and organisations in EU Member States.
- A list detailing the position and tasks for each member of the international team.
- A detailed CV for each member of the international team (including his or her educational background, degrees and diplomas, professional experience including the places of employment, research work, publications and linguistic skills).
- A list briefly summarising the projects and activities similar to the ones requested by these tender specifications, delivered by the tenderer during the last 10 years, with indications of corresponding budgets, recipients and timing (i.e. year or years in which these activities were performed as well as duration of performing of each of these activities). Samples (such as produced communication materials and web sites) resulting from such activities may be enclosed.

If several service providers/subcontractors are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them.

The CVs shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

### 3.2. Award criteria

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

- **Criterion 1: quality of the proposed methodology**

*(50 points, minimum threshold 60% = 30 points)*

- Criterion 1.1: Quality and clarity of the work plan towards the objectives of the call for tender;  
*(max. 12 points)*
- Criterion 1.2: Quality and appropriateness of proposed communication and dissemination activities;  
*(max. 12 points)*
- Criterion 1.3: Potential impact on the Smart City market;  
*(max. 14 points)*
- Criterion 1.4: Quality of support activities to achieve the expected outcomes, ensuring knowledge transfer and monitoring, engagement with stakeholders and public;  
*(max. 12 points)*

- **Criterion 2: organisation of the work**

*(35 points – minimum threshold 60% = 21 points)*

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, for each team member as well as for the whole team.

- **Criterion 3: quality control measures**

*(15 points – minimum threshold 60% = 9 points)*

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

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

### 3.3. Ranking of tenders

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below.

$$\text{Score for tender } x = \frac{\text{Total quality score of award criteria for tender } x}{100} \times 0.7 + \frac{\text{Lowest tender price}}{\text{Price of tender } x} \times 0.3$$

The tender ranked first after applying the formula will be awarded the contract.

#### **4. ANNEXES**

1. Tenderer's Identification Form
2. Declaration of honour on exclusion criteria and selection criteria
3. Power of Attorney (mandate in case of joint tender)
4. 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/C2/2016-502

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) <sup>16</sup>	
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) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	
Legal Representatives	
<b>Names and function of legal representatives</b> and of other representatives of the tenderer who	

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<sup>16</sup> For natural persons

are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>17</sup></b> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname:	Signature:
First name:	

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<sup>17</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

## ANNEX 2

Comments *[in grey italics in square brackets]* are to be deleted and/or replaced by appropriate information.

### Declaration of honour on exclusion criteria and selection criteria

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

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

➤ declares whether the above-mentioned person is in one of the following situations or not:		
SITUATION OF EXCLUSION CONCERNING THE PERSON	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July	<input type="checkbox"/>	<input type="checkbox"/>

1995;		
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> <li>i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</li> <li>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</li> <li>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</li> <li>iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</li> <li>v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

***[Only for legal persons other than Member States and local authorities, otherwise delete this table]***

- declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:



<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON</b>	YES	NO
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

➤ declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:			
<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON</b>	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ declares whether the above-mentioned person is in one of the following situations or not:		
<b>GROUND FOR REJECTION FROM THIS PROCEDURE</b>	YES	NO
h) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
i) has provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
➤ acknowledges that the above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.		

### REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (d) of this declaration.

### EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

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

- If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

➤ declares whether the above-mentioned person complies with the selection criteria as provided in the tender specifications:		
<b>SELECTION CRITERIA</b>	<b>YES</b>	<b>NO</b>
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [ <i>insert</i> ] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [ <i>insert</i> ] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [ <i>insert</i> ] of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>
➤ declares that the above-mentioned person will be able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.		

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Full name

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Date

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Signature

## ANNEX 3

### POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor<sup>18</sup>

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:

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<sup>18</sup> To be filled in and signed by each partner in a joint tender, except the lead partner.

ANNEX 4  
**DRAFT CONTRACT**