



EUROPEAN COMMISSION

**DIRECTORATE-GENERAL FOR COMMUNICATIONS NETWORKS,
CONTENT AND
TECHNOLOGY**

Media Policy

Audiovisual Industry and Media Support Programmes

European Commission

Call for tenders CNECT/2022/OP/0044

EU carbon calculator for the audiovisual sector

Open procedure

TENDER SPECIFICATIONS

TABLE OF CONTENTS

1. SCOPE AND DESCRIPTION OF THE PROCUREMENT	4
1.1. Contracting authority: who is the buyer?	4
1.2. Subject: what is this call for tenders about?	4
1.3. Lots: is this call for tenders divided into lots?	4
1.4. Description: what do we want to buy through this call for tenders?	4
1.5. Place of performance: where will the contract be performed?	21
1.6. Nature of the contract: how will the contract be implemented?	21
1.7. Volume and value of the contract: how much do we plan to buy?	22
1.8. Duration of the contract: how long do we plan to use the contract?	22
1.9. Electronic exchange system: can exchanges under the contract be automated?	22
2. GENERAL INFORMATION ON TENDERING	23
2.1. Legal basis: what are the rules?	23
2.2. Entities subject to restrictive measures and rules on access to procurement: who may submit a tender?	23
2.3. Registration in the Participant Register: why register?	24
2.4. Ways to submit a tender: how can economic operators organise themselves to submit a tender?	24
3. EVALUATION AND AWARD	29
3.1. Exclusion criteria	29
3.2. Selection criteria	30
3.3. Compliance with the conditions for participation and minimum requirements specified in the procurement documents	34
3.4. Award criteria	34
3.5. Award (ranking of tenders)	36
4. FORM AND CONTENT OF THE TENDER	37
4.1. Form of the tender: how to submit the tender?	37
4.2. Content of the tender: what documents to submit with the tender?	37
4.3. Signature policy: how can documents be signed?	38
4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?	38
APPENDIX: LIST OF REFERENCES	40
ANNEXES	41

Annex 1. List of documents to be submitted with the tender or during the procedure	42
Annex 2. Declaration on Honour on exclusion and selection criteria	46
Annex 3. Agreement/Power of attorney	47
Annex 4. List of identified subcontractors and proportion of subcontracting.....	49
Annex 5.1. Commitment letter by an identified subcontractor	50
Annex 5.2. Commitment letter by an entity on whose capacities is being relied.....	51
Annex 6. Financial tender form.....	52

1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Contracting authority: who is the buyer?

This call for tenders is launched and managed by the European Commission, DG CONNECT - Communications Networks, Content and Technology, referred to as the *contracting authority* for the purposes of this call for tenders.

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

The subject of this call for tenders is “EU common tool of measurements for CO2 impact for the audiovisual sector”.

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

This call for tenders is not divided into lots.

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

1.4.1. Background and objectives

On 11 December 2019 the European Commission launched the EU Green Deal the blueprint for the green transition of the European Economies underlying all Commission policies. In line with its EU objective of climate-neutrality by 2050, the Commission has committed to collaborate closely with the industry and (sub) national film and audiovisual funds, with the objective of sharing existing best practices and agreeing on common tools and green standards. The Commission’s Media and Audiovisual Action Plan (hereafter MAAP¹), published on 3 December 2020, included a specific action for the greening of the audiovisual ecosystem (action 6 – Towards a climate-neutral media sector).

Over the last years, the audiovisual industry has taken important steps to encourage environmentally friendly business practices. In particular, many initiatives have been developed by the industry to limit the CO2 footprint of audiovisual productions. This has resulted in a variety of emissions measurement systems and green labels for green shootings. These initiatives prove the commitment of the industry to move further and rapidly contribute to the greening of the audiovisual ecosystem, a common goal as set out in the MAAP.

National markets have developed their own practices, but measuring emissions using different calculators and parameters does not allow comparability and benchmarking of results. This in turn hinders their use across the Union and notably for co-productions.

Against this background, the Commission undertook a stakeholders’ dialogue on greening the audiovisual sector was launched in June 2021, gathering audiovisual professionals across the value

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:52020DC0784&from=EN>

chain and representatives from the public sector. Participants agreed on the need to take actions to reduce carbon emissions, starting by carbon emissions' measurement. This resulted in a common statement, published in February 2022², in favour of a unified measurement methodology of carbon emissions.

Meanwhile, in December 2021, the Commission adopted a revised Recommendation on the use of Environmental Footprint methods³, helping companies to calculate their environmental performance based on reliable, verifiable and comparable information, and for other actors (public administrations, NGOs, business partners, for example) to have access to such information. The Recommendation provides for Product Environmental Footprint (PEF) and the Organisation Environmental Footprint (OEF) as harmonised methods for the calculation of the environmental footprint of products and organisations. The PEF/OEF methods introduced important improvements compared to other existing methods, notably related to the requirements to quantify data quality, minimum quality for data, clear instruction for addressing comprehensive Life Cycle Assessment (LCA) and a clear identification of the environmental impact categories to be analysed.

Therefore the Commission intends, through the Creative Europe MEDIA programme and as a first step, to establish and make available to stakeholders a carbon emissions calculator that provides a common baseline to European audiovisual production companies. It will facilitate data exchanges among existing calculators, through the identification of minimum common parameters and carbon emissions factors. Taking into account this focused scope, due account will be taken of the wide ranging Commission Recommendation on Environmental Footprint methods. As such, the calculator will contribute to the greening of the European audiovisual ecosystem and to the EU Green Deal.

1.4.2. Detailed characteristics of the purchase

As a result of the work requested under this call for tender, the Commission will receive a set of common calculation rules for life cycle carbon emissions for audiovisual productions and a tool able to operationalize and evaluate them.

The EU calculator will be particularly useful for:

- Producers of films and TV series;
- Audiovisual sustainability officers / crew members in charge of CO2 measurement;
- Film funds, in particular for European co-productions.

The tool will consist of a **common approach** and a **web application**, free of charge for users in all Member states, for the calculation of the CO2 impact of audiovisual works. The presentation and retrieval of the data shall follow a user-centric approach.

A web site hosted on the ec.europa.eu domain will be the entry point to the tool.

The owner of the tool application will be the European Commission. At the end of the contract, the

²<https://digital-strategy.ec.europa.eu/en/news/common-statement-towards-unified-measurement-methodology-co2-emissions-european-audiovisual-sector>

³Commission Recommendation 2021/2279 of 15 December 2021 on the use of the Environmental Footprint methods to measure and communicate the life cycle environmental performance of products and organisations

appropriate support and documentation shall be provided to guarantee a smooth handover and to ensure continuity in the provisioning of services. The tool will complement existing CO2 measurement tools by providing a common approach to carbon calculation thus allowing comparability of the CO2 impact of audiovisual works across Europe. It will facilitate data exchanges among existing calculators, as well as with the European Audiovisual Observatory. For this purpose, the anonymized data of the common tool shall be easily extractable via API.

1. Common approach

The common rules will be based on the Environmental Footprint method (as included in the Commission Recommendation 2021/2279⁴). The first iteration shall focus on the climate change environmental impact category with CO² as the unit of measurement. Subsequent iterations may address other environmental impact categories if required by the European Commission. The European Commission will make available the necessary data sets required as much as possible (see point 2 below).

Carbon emissions shall be measured through harmonised calculation rules based on the parameters which were discussed at workshops with the industry and are listed in the table below:

Conventional based	Fossil	Unit	Data	CO2
Electricity Fossil based		kWh	National Variable	
Heating Oil		Liter	International Standard	
Natural Gas		kWh or m3	International Standard	
Gasoline		Liter	International Standard	
Diesel		Liter	International Standard	
CNG		Kilo	International Standard	
LPG		Liter	International Standard	
Hydrogen		Kilo	National Variable	
Hotel		Nights	National Variable	
Luxury Hotel		Nights	National Variable	
Catering		Meals	National Variable	
Flights		CO2 or km	International Standard	
Materials Timber, Floorings, Metal, Cement, Paint tbd. when exceeding a certain budget.		CO2	National Variable	
Grand total Co2 fossil based				

⁴ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021H2279&from=EN#:~:text=This%20Recommendation%20promotes%20the%20use,and%20services%2C%20and%20of%20organisations.>

Green Renewable based	Unit	Data	CO2
Renewable Electricity	kWh	National Variable	
Bio-Gas	kWh or m3	National Variable	
Bio-Diesel / HVO for Generators	Liter	National Variable	
Bio-CNG	Kilo	National Variable	
Green LPG	Liter	National Variable (HVO)	
Green Hydrogen	Kilo	National Variable	
Green Hotel	Nights	National Variable	
Apartment	Nights	National Variable	
Regional / Bio Catering	Meals	National Variable	
Train rides	CO2 or km	National Variable	
Renewable Materials when exceeding certain budget. a	CO2	National Variable	
Grand total Co2 - green based			

2. Procurement of secondary data sets (so called “Third-Party Datasets”)

The contractor shall licence the necessary secondary data sets from third party providers in order to complement the data sets made available by the European Commission⁵. The data sets shall be Environmental Footprint compliant Life Cycle Inventory (LCI). The contractor shall define the datasets required for the calculation methodology. The datasets shall be created following the technical requirements outlined in the Guide for EF compliant datasets⁶ and its possible updates.

The datasets shall be delivered as aggregated and partially disaggregated dataset (at level 1 in International Reference Life Cycle Data System) format in order to be able to replace or update at least the data related to energy and transport without any need for support or intervention from the developers of the datasets. This means that the datasets to be created should be by nature adaptable to any updates regarding electricity or transport data.

The maximum budget for the procurement of environmental footprint compliant datasets is EUR 250.000. The data sets should be available at least until 31 December 2030.

The secondary datasets and the intellectual property rights thereto will not be owned by the European Union. The contractor should ensure that the European Union obtains a licence, with a limited right to sublicense, to use and modify the secondary datasets, in particular so that they can be used in the tool. The licensing conditions are detailed in the draft contract under provision I.10.3.

⁵ EF3.1 Datasets made available by the European Commission can be found at:
<https://eplca.jrc.ec.europa.eu/LCDN/contactListEF.xhtml>

⁶ <https://publications.jrc.ec.europa.eu/repository/handle/JRC120340>

The datasets shall be independently reviewed by external reviewers⁶ and a review report is mandatory. The reviewers and the review report shall fulfil the requirements included in the Guide for EF compliant datasets⁷.

A dataset will be considered as "delivered" only if it is reviewed according to the review type proposed in the offer and after the European Commission has controlled and accepted the plausibility of the datasets results and of the declared Data Quality Rates (DQRs). The review report shall be provided together with the datasets.

The review of the datasets will be evaluated taking into account whether the review is conducted as type 1 or type 2 as well as the quality of the review process. A detailed description of the review process, proof of compliance with the minimum requirements for reviewer's eligibility⁸, organization of the work, allocation of resources, etc. should be included in the offer.

The overall DQR for each dataset offered cannot be higher than 3.0 and each single quality criteria⁷ cannot score higher than 3.0. A dataset not fulfilling any of these two requirements cannot be counted for the scope of this procurement.

The third party provider shall provide a modelling and methodology report that describes the modelling principles followed, the assumptions made and the limitations of the approach. Beyond general transparency and providing background for a better understanding of the modelling of the datasets, the objective of the report is to enable a consistent way of generating datasets also in the future, based on the same or equivalent approaches related e.g. to assumptions, applied modelling principles, accepted limitations.

The contractor shall provide a detailed explanation on how the tasks will be delivered, including an example of the structure of a modelling and methodology report that describes the principles followed, the assumptions made and the limitations of the approach that will accompany the data sets.

The contractor shall identify and acquire the licence to use the Life Cycle Inventory (LCI) datasets not made available by the European Commission and relevant to the established calculation methodology as aggregated and partly aggregated datasets (at level 1 in an extended ILCD format (known also as eILCD)).

The aggregated ILCD dataset shall deliver the same impact category indicator results as its partly aggregated version and be in line with the calculated results when using Look@LCI (calculation tool

⁶ For a definition of independent reviewer and the meaning of "external" refer to 'European Commission - Joint Research Centre - Institute for Environment and Sustainability: International Reference Life Cycle Data System (ILCD) Handbook - Review schemes for Life Cycle Assessment. First edition March 2010. EUR 24710 EN. Luxembourg. Publications Office of the European Union; 2010' available electronically at: <http://eplca.jrc.ec.europa.eu/uploads/JRC-Reference-Report-ILCD-Handbook-Towards-more-sustainable-production-and-consumption-for-a-resource-efficient-Europe.pdf>)

⁷ Reviewer requirements for Environmental Footprint process data sets and review report template are included in section 8.1 of the Guide for EF compliant datasets, available at: https://eplca.jrc.ec.europa.eu/permalink/Guide_EF_DATA.pdf

⁸ See section 8.1 of Guide for EF compliant data available at: https://eplca.jrc.ec.europa.eu/permalink/Guide_EF_DATA.pdf

⁷ The single quality criteria are defined in the Recommendation 2021/2279 and are for example technological, geographical and time-related representativeness, as well as completeness and precision of the inventory data.

developed by the JRC and available with user instructions at <http://eplca.jrc.ec.europa.eu/LCDN/developerEF.xhtml>) and the LCIA results available in the metadata of the aggregated dataset. The partly aggregated datasets shall include the central dataset and its related sub-processes, in case not yet available on a registered data node.

Before approving the datasets, the European Commission can perform random and automatized checks on the datasets to verify that the information provide is correct and plausible, including the DQRs.

3. Specific requirement for update of dataset

The contractor shall invite the data provider to (i) assess if other dataset improvements or updates (together with the DQR) are needed and (ii) deliver additional new datasets (with the DQR) if possible within the frame of this tender. In case industry formally requests for collaboration in the update of datasets and provides updated data, the contractor should make sure that the data provider (as a matter of principle) accepts the request. In case the data provider does not accept the request a sound justification shall be provided to the Commission. Any additional dataset change or new dataset delivery outside of those requested in this ToR shall be discussed and agreed upon with the EC during the KO meeting.

4. Access to the tool

The tool will need to be developed and hosted within the IT environment of the Commission. The access to the common tool will be double; it should work both **as a stand-alone tool and as a plug-in** for existing calculators or under development at the time of this open call for tender (see indicative list below). The term ‘plug-in’ means that audiovisual companies can introduce their anonymized data through existing calculators and shall be able to get their results according to the common EU approach without having to reintroduce their data. To do so, the contractor is expected to develop flows of data with existing calculators to avoid any cumbersome procedure for the production companies using the tool. Existing calculators should thus include the parameters of the European approach and use harmonised data on carbon factors to ensure that results are comparable at the European level, whilst taking account of cross-border differences when calculating emissions.

The datasets made available by the European Commission (EF 3.1) will be available as part of downloadable or non-downloadable IT tools only under the following conditions:

- For the purposes of this provision, ‘IT tools’ mean standard tools, made or to be made available by the contracting authority, in order to allow the assessment of aspects of the life cycle environmental and economic impacts of products. The IT tools will work by linking the data (company, product or activity data) introduced by the tools’ users with information contained in the Datasets, thereby calculating LCIA results and other environmental related information (it will however not calculate LCI results and similar datasets with lists of elementary flows and make them visible or otherwise accessible to the users) of the relevant product.
- As part of the functioning of the IT tools, parts of the Datasets (including Modified datasets) will be visible to users. This includes:
 - LCIA results (i.e. the values available as mean amount in the field <LCIAResults>);
 - LCIA results or other environmental related information calculated by the contracting authority based on LCI results included in the Datasets, while excluding showing LCI results and similar datasets with lists of elementary flows;
 - All metadata,

- The dataset identifier will be provided as well, displaying the field <permanentDataSetURI>, and the owner and source will be identified as “Sphera Product Sustainability GaBi databases, © 2022; <https://sphera.com/life-cycle-assessment-ica-database/>”.
- The above information or part thereof will be made visible to users in a datasheet included in the IT tool, e.g. as done in the Ecodesign EcoReport tool[1];
- Users of the IT tools will not be allowed to:
 - extract the LCI results included in the Datasets or Modified datasets or parts thereof;
 - download any parts of the Datasets (including Modified datasets) visible to them in the IT tool (including LCIA results or other environmental related information of the Datasets)
- The above shall not prevent the IT tools’ users to replace datasets as aggregated or disaggregated at level 1 with other datasets, in line with the applicable calculation rules.

The tool will widen the access to an easy and simple set of minimum standards across EU 27 countries, while encouraging the use of the most sophisticated measurement systems.

The contractor will be expected to work in close cooperation with existing calculators, including those listed below⁹. The contractor should undertake a well organised promotion campaign to ensure access to and take up of the tool by the audiovisual stakeholders, in line with the approach set out in section. The tool will widen the access to an easy and simple set of minimum standards across EU 27 countries, while encouraging the use of the most sophisticated measurement systems. The contractor will be expected to work in close cooperation with existing calculators to ensure a smooth “plug-in”. The contractor is expected to offer the plug-in to additional new calculators that could be created after the launch of the common tool.

Calculator name	Related organisation	Website
Bulgaria Nu Film Studio Boyana	Bulgaria Nu Film Studio Boyana	Sustainability - Nu Boyana Film Studios
Carbon'clap	Ecoprod	ECOPROD
E-missions VAF	VAF	Flanders Audiovisual Fund (VAF) Vlaams Audiovisueel Fonds
Eureca	VAF, Pro Malaga, Slovak AF	Eureca (eurecafilm.eu)
XLS carbon calculator	Pro Malaga / Green Screen / Feder	https://www.promalaga.es/wp-content/uploads/Manual-Calculadora-OCT-2019.pdf
FFHSH carbon calculator	FFHSH	Green Filming in Northern Germany MOIN Filmförderung Hamburg Schleswig-Holstein (moin-filmfoerderung.de)

[1] <https://ec.europa.eu/docsroom/documents/11845/attachments/1/translations>

⁹ Please note that this list is not exhaustive and the contractor is invited to enlarge it if needed in the implementation of the project.

Green Producers Club	Green Producers Club	Green Producers
MFG - KlimActive CO2 Rechner	MFG / IDM / LAFC / SWR	Greenshooting CO2-Rechner
Seco 2	Secoya Ecotournage	Secoya Ecotournage (secoya-ecotournage.com)
Tapaus	Tapaus	Co2-calculator - Tapaus Oy

5. Evolution of the IT tool

The tool is intended to be a living platform, which will be extended and modified over time; for this reason, it should be based on proven technologies and be flexible enough to be extended and integrated over time. The tool will be operational at least for the duration of the contract, but it should be technically possible to keep it operational for a longer time, corresponding to the entire duration of the Creative Europe programme.

6. Reuse

The tool should integrate and reuse existing solutions when possible. Potential reusable solutions, mentioned also elsewhere in this document, are:

- EU-Login for user management and authentication <https://webgate.ec.europa.eu/cas/login>
- eTranslation for machine translation of content <https://europa.eu/!dkUm4R>
- EU-academy to deliver online courses <https://academy.europa.eu/>
- Reusable solutions provided by the JOINUP initiative (<https://joinup.ec.europa.eu/>)

The use of open source solutions is recommended, but it is not required. It is possible to use proprietary commercial solutions, as long as they are compatible with the tool's full ownership (all rights of exploitation) by the European Union and guarantee interoperability, at least through appropriate data export and import functionalities, and preferably also through well documented programming interfaces.

7. Security and other non-functional requirements

Any online platform is subject to cyberattacks. The tool will guarantee the physical security of data and will be designed to be resilient and to guarantee at least a minimum level of service even if some components are compromised. The tool will adhere to the [Security standards](#) applying to all European Commission information systems

The proposal should describe how these aspects will be addressed, including at least:

- a draft IT security risk assessment,

- a draft IT security implementation plan.

A full security plan will be provided as a project deliverable (see Deliverables).

The European Commission will be immediately informed of any security incident and of the remediation measures.

The tool will be professionally maintained, to correct bugs identified during its use and to implement new functionalities; a technical help desk, supporting stakeholders in the use of the platform, will be provided by the European Commission. All the software shall be properly documented, so that after the end of the project it can be further used by the Commission, its contractors and subcontractors, in order to update, correct errors and modify the tool as necessary to continue making it available to users. The tool will guarantee performance, throughput and uptime comparable with the best commercial offerings.

The tool should be designed to be multi-lingual, with an initial version provided in English. It should also be accessible to users with physical disabilities.

The tool will be fully data protection-compliant. It will mostly manage environmental footprint dataset and anonymised data. Nonetheless the contractor shall provide a data protection manual for users of the tool detailing how applicable rules are used to protect any personal data. The tenderer will comply with the principle of data protection by design and by default at all stages.

The tool will be based on a cloud environment to guarantee high scalability and resilience.

The main IT development and procurement choices will be discussed with the European Commission during the kick off / inception meeting at month 1 (see Governance) and will be subject to pre-approval by the European Commission Information Technology and Cybersecurity Board.

1.4.3. Deliverables

The European Union shall own all deliverables and the intellectual property rights thereto except the Third-Party Datasets, to which it will only obtain a licence, with a limited right to sublicense, including the rights to reproduce and adapt the datasets but excluding the right to publicly distribute them. The intellectual property ownership regime applicable to the different categories of deliverables is detailed in the draft contract.

Deliverables in form of a report must be written in English language. Some (non-report) deliverables which are available online, like the multilingual web tool, may be requested in several EC languages or in all the official EC languages. In this case, automatic translation can be used (e.g. the “eTranslation” service which is provided free of charge by the EC).

All reports should be consistent in style (headings, margins, citations, bibliography, etc.) and include a short executive summary. The contractor is required to properly apply quotation techniques and particular care will be taken to verify improper re-use of existing material. The [Inter Institutional Style Guide](#) should be adhered to as much as possible.

All reports will be submitted in electronic format (.docx, .xlsx, .pptx or other widely used standard formats) and in a .pdf format suitable for publication by the Commission's services on Commission websites. See also on web accessibility below.

Exchange of advance copies as well as other non-formal communications shall take place via electronic mail or other electronic means. In general, deliverables will be public, but the European Commission could decide that some deliverables are kept confidential and not published.

D01 – Inception report and detailed plan of activities

After an initial meeting with Commission services, the deliverable will describe a detailed plan of the activities for the first year. This will include the timing of the functionalities of the tool.

Deadline: T0 + 1 month

D02 – Draft software architecture and security plan

The deliverable will describe at high level the architectural goals and constraints, and the different architectural views (use case, logical, process, deployment etc.) of the tool. It will also describe the main software components which will be integrated in the tool and the key elements of the security plan.

Deadline: T0 + 2 months

D03A - Common approach, based on harmonized parameters, units of measurement and carbon emission factors

As set out above in section 1.4.2., the common approach will be based on the Environmental Footprint method as presented in the Commission Recommendation 2021/2279. However the first iteration shall focus on the climate change environmental impact category with CO₂ as the unit of measurement. Subsequent iterations may address other environmental impact categories if required by the European Commission.

Carbon emissions shall be measured through harmonised calculation rules based on the parameters which were discussed at workshops with the industry and set out above. However the common approach needs to be reviewed and validated through a structured dialogue with the stakeholders. The contractor shall propose to the Commission a plan for the structured dialogue including participants, calendar, format, logistics and supporting materials. The contractor will implement the plan on behalf of the Commission which shall participate as appropriate. The costs of the structured dialogue will be financed as part of this project.

Deadline: T0 + 4 months

D03B – Procurement of third party data

The deliverables shall include the following:

EF Compliant process-based LCI datasets (in aggregated form) delivered in an International Reference Life Cycle Data System (ILCD) zip Archive and the same EF Compliant process-based partly aggregated datasets at level -1 in an extended ILCD format. This shall include the central dataset and its related sub-processes.

They will include Life cycle impact assessment (LCIA) results, metadata and LCI.

A report listing the provided datasets. This report shall include a description of the modelling principles followed, the assumptions made and the limitations of the approach as well as all the information necessary for the Contracting Authority or a third party on its behalf to adapt the datasets. Beyond general transparency and providing background for a better understanding of the modelling of the datasets, the objective of the report is to enable a consistent way of generating datasets also in the future, based on the same or equivalent approaches related e.g. to assumptions, applied modelling principles, accepted limitations.

A review report for each dataset, ready to be uploaded on a node in meta-data information of each dataset.

The contractor should ensure the necessary phasing of these deliverables in order to complete the task within 20 months of the inception report.

Before approving those deliverables the Contracting Authority or a third party acting on his behalf will perform random and automatized checks on the datasets to verify that the information provided is correct and plausible, including the DQRs. In case of detection of errors, the contractors will timely correct them, latest within four calendar weeks after being made aware of the necessity to correct them.

Deadline: T0 + 20 months

D04 - Multilingual web tool, including access as stand-alone tool and a plug-in for existing systems

Deadline: T0 + 6 months

D05 – Security plan (first version, continuously updated)

The security plan will include (as a minimum) a system overview, management handbook, risk assessment and IT security implementation plan. An example of IT security plan can be downloaded from the page describing security standards for European Commission's IT systems (<https://europa.eu/!jY69Qt>)

Deadline: T0 + 8 months

D06 – Final software architecture

The deliverable will be a more detailed and updated version of the Draft software architecture document. Security aspects will be addressed in the Security plan.

Deadline: T0 + 10 months

D07 – First Annual Report and next-period plan

The activity report shall present a detailed account of how the key deliverables have been accomplished and resources used, explain any challenges encountered, remedies and lessons learned. The next period plan shall describe a detailed plan of the activities for the following year. This will include the timing of the functionalities of the software platform.

Deadline: T0 + 12 months

D08 – Complete web tool, including components updating; including, when relevant, introduction of new parameters, and revision of carbon emissions factors.

Deadline: T0 + 14 months

D09 – Report on promotion towards users, calculators, film fund and audiovisual professionals

The contractor should undertake a well organised promotion campaign to ensure access to and take up of the tool by the audiovisual stakeholders, in line with the approach set out in section 1.4.2.4. The tool will widen the access to an easy and simple set of minimum standards across EU 27 countries, while encouraging the use of the most sophisticated measurement systems.

The contractor will be expected to work in close cooperation with existing calculators to ensure a smooth “plug-in”. The contractor is expected to offer the plug-in to additional new calculators that could be created after the launch of the common tool.

Under this deliverable the contractor shall provide a detailed report on how the promotion campaign has been conducted and explain any challenges encountered, remedies and lessons learned. The report shall also describe a detailed plan of the activities for the following year.

Deadline: T0 + 18 months

D10 – First Handover manual

The handover manual will contain all the information needed to continue the operations of the tool.

Deadline: T0 + 20 months

D11 – Second Annual Report and next-period plan

The report shall present a detailed account of how the key deliverables have been accomplished and resources used, explain any challenges encountered, remedies and lessons learned. The next period plan shall describe a detailed plan of the activities for the following year. This will include the timing of the functionalities of the software platform.

Deadline: T0 + 24 months

D12 – Updated Common approach, based on harmonized parameters, units of measurement and carbon emission factors

Deadline: T0 + 28 months

D13- Evolution of tool, including components updating; including, when relevant, introduction of new parameters, and revision of carbon emissions factors.

Deadline: T0 + 36 months

D14 – Second report on promotion towards users, calculators, film fund and audiovisual professionals

Deadline: T0 + 36 months

D15 – Second Handover manual

The handover manual will contain all the information needed to continue the operations of the tool.

Deadline: T0 + 36 months

D16 - Third Annual Report and next-period plan

The activity report shall present a detailed account of how the key deliverables have been accomplished and resources used, explain any challenges encountered, remedies and lessons learned. The next period plan shall describe a detailed plan of the activities for the following year. This will include the timing of the functionalities of the software platform.

Deadline: T0 + 36 months

D17 – Third report on promotion towards users, calculators, film fund and audiovisual professionals

Deadline: T0 + 48 months

D18 – Final study report and publishable executive summary (see below, p.19)

The final study report shall present a detailed account of how the key deliverables have been accomplished and resources used, explain any challenges encountered, remedies and lessons learned. The final report will include recommendations for the continuity and evolution of the carbon calculator over the next five years.

Deadline: T0 + 48 months

- **Governance**

A Commission official will be appointed as responsible for the project, and at least another one as backup. The Head of the Unit “Audiovisual Industry and Media Support Programmes” and the Director for “Media Policy” from the European Commission will be involved if necessary.

The contractor will designate one project manager responsible for the contacts with the European Commission and another person as backup, and will keep the Commission updated on all important activities, problems and decisions.

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor’s team, as required. Other knowledgeable external experts might be invited to participate by the contractor.

The meetings will be chaired by a Commission representative and will take place normally in Brussels or remotely via videoconference.

The aim of the meetings will be to guide the work of the contractor. In particular, they will allow to set-up the initial orientations, review progress in critical milestones and review the deliverables of the assignment. Beyond the planned calendar of meetings, informal meetings or calls will be organised whenever needed.

Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

- **Annual reports:**

The contractor shall deliver an annual report to the Commission, at the end of each 12 month period of the contract. The contractor shall submit a draft version of the annual report to the Commission ten working days before the annual meeting, and as a finalised report ten working days after the annual meeting, taking into account the outcome of the annual meeting. It should contain a summary fit for publication, including a description of the content available in the tool, their distribution by provider, country of origin of the data, statistics on the access and usage of the tool.

These report will describe the work carried out by the contractor. It must include all information concerning the tasks planned in the contract.

The reports will detail the progress made with respect to the activities carried out, the problems encountered, and any delay and remedial actions taken and an analysis of its impact. They will also

present the results obtained and measured according to the indicators defined in the tender specifications.

Approval of the yearly report will require the delivery and approval of all yearly deliverables. The report will also include the following:

- Progress against objectives of the Implementation plan
 - Key Performance Indicators
 - Deviations, change requests and adjustments
 - Update on risk assessments
 - Progress on deliverables
 - Major changes in staff, if applicable
 - Communication and dissemination activities
- **Terms of approval of reports and deliverables**

After each submission, the Commission will have 20 calendar days to approve the deliverable or to reject it and request a new deliverable.

Where the Commission requests a new deliverable because the one previously submitted has been rejected, this must be submitted within 20 calendar days. The new deliverable shall likewise be subject to the above provisions.

The Commission services will decide the possible dissemination of the findings and conclusions and any other information produced under this assignment.

- **Requirements for publication on europa website**

The contractor will need to adhere to the [guidance](#) for europa websites.

The contractor will take note in particular of the [policy](#) on third party tools and services. Corporate solutions must be used by default.

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 contractor will therefore adhere to the [guidelines](#) on the accessibility of web content.

1.4.4. Timetable

Timetable of deliverables

Deliverable	Type	Include in the tender	Due month (at the latest)	Linked to payment
D01 – Inception report and detailed plan of activities	Deliverable	No	M1	No
D02 – Draft software architecture and security plan	Deliverable	No	M2	No
D03A - Common approach for calculation, based on harmonized parameters, units of measurement and	Deliverable	No	M4	No

carbon emission factors				
D03B – Licencing of third party data	Deliverable	No	M20	No
D04 - Multilingual tool	Deliverable	No	M6	Yes
D05 – Security plan	Deliverable	No	M8	No
D06 – Final software architecture	Deliverable	No	M10	No
D07 – First Annual Report and next-period plan	Deliverable	No	M12	Yes
D08 – Complete tool	Deliverable	No	M14	No
D09 – Report on promotion towards users, calculators, film fund and audiovisual professionals	Deliverable	No	M18	No
D10 – Handover manual	Deliverable	No	M20	No
D11 – Second Annual Report and next-period plan	Deliverable	No	M24	Yes
D12 – Updated Common approach for calculation, based on harmonized parameters, units of measurement and carbon emission factors	Deliverable	No	M28	No
D13- Evolution of tool	Deliverable	No	M36	No
D14 – Second report on promotion towards users, calculators, film fund and audiovisual professionals	Deliverable	No	M36	No
D15 – Second Handover manual	Deliverable	No	M36	No
D16 – Third Annual Report and next-period plan	Deliverable	No	M36	Yes
D17 – Third report on promotion towards users, calculators, film fund and audiovisual professionals	Deliverable	No	M48	No
D18 – Final study report	Deliverable	No	M48	Yes

1.4.5 Meetings

Meetings	Type	Due month
Inception Meeting	Online meeting	M1
Monthly OMB Meetings	Online meeting	Every month, starting M2
Annual Meeting	Meeting	M12, M24, M36
Final Meeting	Meeting	Final Month of the contract
Governance meetings (CEDCHE)	Meeting	By invitation, up to 4 times yearly (at the Commission premises, or held online)

A series of meetings (held physically or virtually) will be agreed with the contractor to carry out this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor's team, as required. External experts may be invited by the contractor. Any costs related to these meetings are to be borne by the contractor.

- The aim of the meetings will be to guide the work of the contractor. In particular, they will allow framing the assignment, reviewing progress in critical milestones, and discussing the deliverables as well as any other relevant implementation matters.
- Within five days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.
- Additionally, the contractor may be asked by the Commission to attend the meetings of the CEDCHE as part of the governance structure. It is not expected that such meetings take place more than four times per calendar year. The meetings may be organised virtually or held at the Commission premises in Brussels or Luxembourg.
- The tenderer should include costs of attendance of its own representative(s) at all the above meetings in the financial section of the tender.

A. Content

A.1. Final study report

The final study report must include:

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

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

A.2. Publishable executive summary

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

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

- the following disclaimer:

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

B. Graphic and technical requirements

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

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

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

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

The services will be performed at the following locations:


- the contractor's premises

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

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

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

Tenderers need to take full account of the full set of procurement documents, including the provisions of the draft contract as the latter will define and govern the contractual relationship to be established between the contracting authority and the successful tenderer. Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

 Please be aware that if a tenderer to whom the contract is awarded (any of the group members in case of a joint tender) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 of [Regulation \(EU, Euratom\) 2018/1046 of the](#)

[European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) (Financial Regulation)¹⁰ and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer (any of the group members in case of a joint tender), and, if any such debt is found, will inform the tenderer (the group leader in case of a joint tender who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

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

The maximum total amount of all purchases under this call for tenders is indicated under Section II.1.5 of the contract notice. This amount is a maximum and the tenderers exceeding it will be rejected. The volumes/values of the purchases over the total duration of the contract are specified in Section 1.4 of these specifications.

1.8. Duration of the contract: how long do we plan to use the contract?

The contract resulting from the award of this call for tenders will be concluded for at most 48 months. The details of the initial contract duration and possible renewals are set out in Art. I.3 of the draft contract.

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

For all exchanges with the contractor during the implementation of the contract as well as for future possible subsequent proceedings, including, but not limited to, for the purposes of EDES ([European Union's Early Detection and Exclusion System](#)), the contracting authority may use an electronic exchange system meeting the requirements of Article 148 of the Financial Regulation. At the request of the contracting authority, the use of such a system shall become mandatory for the contractor at no additional cost for the contracting authority. Details on specifications, access, terms and conditions of use will be provided in advance.

¹⁰ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

2. GENERAL INFORMATION ON TENDERING

2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of the Financial Regulation.

The contracting authority has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1)(a) of the Financial Regulation.

In this procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

2.2. Entities subject to restrictive measures and rules on access to procurement: who may submit a tender?

Tenderers must ensure that no involved entities (see Section 2.4) nor any subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), are subject to [EU restrictive measures](#) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)¹¹, consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

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

It is also open to all natural and legal persons established in a third country provided that it has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

As the Agreement on Government Procurement¹² concluded within the World Trade Organisation applies, the participation to this call for tenders is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down therein.

The rules on access to procurement do not apply to entities on whose capacity tenderers rely to fulfil the selection criteria nor to subcontractors. Subcontracting may not be used with the intent or effect to circumvent the rules on access to procurement.

Participation in this call for tenders is also open on equal terms to natural and legal persons established in a third country eligible for funding under the programme Creative Europe, which are also participating in the MEDIA Strand)⁸.

Third countries negotiating association to the programme Creative Europe for the MEDIA Strand will be treated as associated countries provided that the association agreement with the third country

¹¹ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

¹² https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

⁸ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021R0818&from=en>


concerned applies at the time of the award of the contract.

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


2.3. Registration in the Participant Register: why register?

Any economic operator willing to participate in this call for tenders must be registered in the [Participant Register](#) - an online register of organisations and natural persons (participants) participating in calls for tenders or proposals of the European Commission and other EU institutions/bodies.

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

 **Each participant needs to ensure that its SME status in the Participant Register is registered and kept up to date.**

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status and financial capacity. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by *the EU Validation Services* are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

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

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

Economic operators can submit a tender, either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender)⁹. In either case subcontracting is permitted.

Tenders must be drawn and submitted in complete independence and autonomously from the other tenders. A declaration in this regard by each tenderer (in case of a joint tender, by each of its members) shall be requested (*Annex 2*).

A natural or legal person cannot participate at the same time and within the same procedure either as member of two or more groups of economic operators or as a sole tenderer and member of another group of economic operators. In such case, all tenders in which that person has participated,

⁹ Each economic operator participating in the joint tender is referred to as “group member”.

either as sole tenderer or as member of a group of economic operators, will be rejected.

Economic operators linked by a relationship of control or of association (e.g. belonging to the same economic/corporate group) are allowed to submit different and separate tenders, provided that each tenderer is able to demonstrate that its tender was drawn independently and autonomously.

A natural or legal person may act as subcontractor for several tenderers as long as the tenders are drawn and submitted in complete independence and autonomously from each other. However, cross subcontracting among tenderers is forbidden, more precisely an entity “A” may participate as tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer “B” within the same procurement procedure. However, in this case it is forbidden that tenderer “B” (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for tenderer “A” (or for the group of economic operators in which “A” participates) within the same procurement procedure. In this case, both tenders A and B shall be rejected.

In order to fulfil the selection criteria set out in Section 3.2 the tenderer can rely on the capacities of subcontractors (see Section 2.4.2) or other entities that are not subcontractors (see Section 2.4.3).

An “**involved entity**” is any economic operator involved in the tender. This includes the following four categories of economic operators:

- sole tenderer,
- group members (including group leader),
- identified subcontractors (see Section 2.4.2), and
- other entities (that are not subcontractors) on whose capacity the tenderer relies to fulfil the selection criteria.

The role of each entity involved in a tender must be clearly specified in the eSubmission application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor¹⁰.

For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (**Annex 5.2**)

2.4.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer¹¹.

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

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the

¹⁰ Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application.

¹¹ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the model attached in **Annex 3**.

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leader who will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

If the joint tender is successful, the contracting authority shall sign the contract with the group leader, authorised by the other members to sign the contract also on their behalf via the Agreement/Power of attorney drawn up in the model attached in **Annex 3**.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following cases:

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
 - the new entity is not subject to restrictive measures, has access to procurement (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
 - all the tasks assigned to the former entity are taken over by the new entity member of the group,
 - the group meets the selection criteria (see Section 3.2),
 - the change must not make the tender non-compliant with the procurement documents,
 - the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
 - the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.

2.4.2. Subcontracting

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

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.

- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders (see Section 1.4).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.


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

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

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

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2;
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 10 % .

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

 Each tenderer shall identify such subcontractors and provide the commitment letters with its tender. The information must be true and correct at the time of submitting the tender. Any changes or additions regarding the envisaged subcontractors after the deadline for submission of tenders must be justified to the contracting authority.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.


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

- any new subcontractor is not subject to restrictive measures, has access to procurement if the rules on access to procurement apply also to subcontractors (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

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

2.4.3. Entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria


In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in *Annex 5.2*, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources¹².

 The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

2.4.4. Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

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

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required, i.e. the latter will either assume the role of subcontractors or will fall within the exceptions listed in Section 2.4.2 and will then assume the role of entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria.

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

¹² This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

3. EVALUATION AND AWARD

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

- Check if the tenderer is not subject to restrictive measures and has access to procurement (see Section 2.2);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents signed by duly authorised representative(s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders on the basis of the award criteria.

The contracting authority will evaluate the above mentioned elements in the order that it considers to be the most appropriate.

If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only the tenderer for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract resulting from this call for tenders.

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

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

3.1. Exclusion criteria

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

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion, each tenderer¹³ needs to submit with its tender a Declaration on Honour¹⁴ in the model available in *Annex 2*.¹⁵ The declaration must be signed by an authorised

¹³ See Annex 1 which of the involved entities participating in a tender need to provide the Declaration on Honour.


¹⁴ The European Single Procurement Document (ESPD) may not be used yet in calls for tenders of the European Commission.

representative of the entity providing the declaration. Where the declaration has been signed by hand, the original does not need to be submitted to the contracting authority, but the latter reserves the right to request it from the tenderer at any time during the record-keeping period specified in Section 4.3.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](#).

At any time during the procurement procedure¹⁶, the contracting authority may request the documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion (the documentary evidence). It may also request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in Section A point (1) (c) to (f) of the Declaration on Honour.

All tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract will be requested to provide such evidence.

 If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the latter reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless the tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

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

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

3.2. Selection criteria

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

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

¹⁵ Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

¹⁶ The obligation to provide the supporting evidence will be waived in the following situations:

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

if there is a material impossibility to provide such evidence.

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

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

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

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority¹⁷.

The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the involved entities who contribute to the fulfilment of the criterion, and in case of individual assessment – by each entity to whom the criterion applies individually.

In case not all selection criteria evidence is requested with the tender, all tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract will be requested to provide such evidence.

👉 If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the contracting authority reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless there is a ground for a waiver.

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

3.2.1. Legal and regulatory capacity

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The legal and regulatory capacity shall be proven by the evidence listed below:

- Proof of enrolment in a relevant trade or professional register

👉 The criterion applies to each member of the group.

The evidence of legal and regulatory capacity does not need to be provided with the tender but may be requested by the *Contracting authority* at any time during the procedure. **Please note that a request for evidence in no way implies that the tenderer has been successful.**

¹⁷ The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission and are still up-to-date;


if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

In addition, involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to [EU restrictive measures](#) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)¹⁸ that constitute a legal impediment to perform the contract. This requirement will be assessed by reference to the EU restrictive measures in force. Therefore, the tenderer is not required to submit any evidence of not being subject to EU restrictive measures.


3.2.2. Economic and financial capacity

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

Criterion F1	
Minimum level of capacity	Average yearly turnover of the last two financial years above EUR 150.000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.
Evidence	Copy of the profit and loss accounts and balance sheets for the last two years for which accounts have been closed from each concerned <i>involved entity</i> . The most recent year must have been closed within the last 18 months.

 The evidence of economic and financial capacity does need not be provided with the tender but may be requested by the Contracting authority at any time during the procedure. **Please note that a request for evidence in no way implies that the tenderer has been successful.**

3.2.3. Technical and professional capacity

 With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. The entity on whose capacity the tenderer relies will either assume the role of a subcontractor or fall within the exceptions listed in Section 2.4.2.

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


Criterion T1
<p>The tenderer must prove experience in the field of :</p> <ul style="list-style-type: none"> • Project management and coordination; • Sustainable audiovisual production; • Developing measurement methodologies on CO2 emissions;


¹⁸ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

Criterion T1	
<ul style="list-style-type: none"> • Developing IT tools for measurement of CO2 emissions; • Data management and aggregation of data from different sources; 	
Minimum level of capacity	At least one similar (in scope and complexity) projects completed in the last three years preceding the deadline for submission of tenders (with a minimum value for each of them of EUR 150.000).
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities will be carried out.
Evidence	<p>A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration.</p> <p>As supporting documents for each project reference, the contracting authority may request statements issued by the clients and take contact with them.</p>

Criterion T2	
<p>The team delivering the service should include, as a minimum, the following profiles:</p> <ul style="list-style-type: none"> • Project Manager leader, and backup; • Experts with prior experience and track record in developing measurement methodologies and tools on CO2 emissions; • Experts in data management and aggregation of data from different sources; • Experts in audiovisual production consulting or green filming consulting; • Outreach/Communication expert promoting the uptake of the tool • Legal consultant with experience in data protection; 	
Minimum level of capacity	<p>At least 2 years of prior experience and track record in developing methodologies on CO2 emissions;</p> <ul style="list-style-type: none"> • At least 3 years of experience for the Project managers, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size.

Criterion T2	
	<ul style="list-style-type: none"> • At least 3 years of experience for the other profiles.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all <i>involved entities</i> will be carried out based on the CV's submitted.

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

 Involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to professional conflicting interests which may negatively affect the contract performance. Where the contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.


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

3.3. Compliance with the conditions for participation and minimum requirements specified in the procurement documents

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

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

Tenderers must declare when submitting their tenders in eSubmission whether their tenders comply with the minimum requirements specified in the procurement documents.

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

3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price – 35 %

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the tender specifications.

2. Quality – 65 %

The quality of the tender will be evaluated based on the following criteria:

<u>Technical award criterion Maximum score Threshold</u>		
1. Understanding of the tasks required: Thorough knowledge of existing CO2 measurement methodologies in the audiovisual sector. Understanding of the Commission's policy objectives. Understanding of requirements and activities of the tender.	<u>20</u>	<u>10</u>
2. Technical quality of the tender: Approach for establishing a common approach at European level, using reliable and accurate data sources and based on harmonization of parameters measured, units of measurement and carbon emission factors. Approach to guarantee that the datasets procured are of required quality, as per section 1.4.2.2. above. The tender shall describe how the proposed approach and datasets are developed and how they are suited to the needs set out in these technical specifications. Suitability of reviewers and review process for the secondary datasets. Approach for developing the tool, including gathering of business requirement and user experience requirements as well as quality control. Proposed approach for hosting, managing, maintaining and updating the tool. Quality of IT security risk assessment and implementation plan. Strategy for collaboration with existing calculators to ensure a smooth "plug in", in line with Deliverable 09 above. Strategy for engaging with stakeholders and promoting uptake of the tool by the audiovisual industry, in line with Deliverable	<u>50</u>	<u>25</u>

09 above.		
3. Organisation of work:	<u>30</u>	<u>15</u>
Coherence of the project management, including workplan, timetable and milestones to meet the objectives of the tender specifications.		
Adequacy and appropriateness of the overall allocation of time and resources to each task or deliverable, as well as the level of direct participation of senior staff in performance of the tasks required under these tender specifications and specifying clearly the identity, roles, activities and responsibilities of subcontractor(s).		
Total	<u>100</u>	<u>60</u>

Tenders must score minimum 50% for each criterion, and minimum 60% in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

3.5. Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

The method applying a weighting for quality and price expressed in percentage is:

$$S_x = \left(\frac{CP}{PT_x} \right) * 35 + \left(\frac{TQS_x}{100} \right) * 65$$


where:

S_x = score for tender x

CP = cheapest price

PT_x = price of tender x

TQS_x = total quality score for all criteria of tender x

 The contract shall be awarded to the tender ranked first, which complies with the minimum requirements specified in the procurement documents and is submitted by a tenderer not subject to restrictive measures, having access to procurement, not in an exclusion situation and fulfilling the selection criteria.

Detection of abnormally low tenders


Tenderers must be aware of Point 23 of Annex I to the Financial Regulation on abnormally low tenders and of the possibility for rejection of the tender based on it.

4. FORM AND CONTENT OF THE TENDER

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

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation letter and the eSubmission Quick Guide available at the link below:

https://wikis.ec.europa.eu/display/FTPportal/Open+procedures_EN

 Make sure you prepare and submit your tender in eSubmission early enough to ensure it is received within the deadline for receipt indicated under Section IV.2.2 of the contract notice and/or on TED eTendering.

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

The documents to be submitted with the tender in eSubmission are listed in **Annex 1**.

The following requirements apply to the technical and financial tender to be uploaded in eSubmission:

- *Technical tender*


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

- *Financial tender.*

A complete financial tender, including the breakdown of the price, needs to be submitted. For this purpose, the Financial Model in **Annex 6** shall be used.

The financial tender shall be:

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

 The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact its national authorities to clarify the way in which the European Union is exempt from VAT.

4.3. Signature policy: how can documents be signed?

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

Tenderers are strongly encouraged to sign with a QES¹⁹ all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

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

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

- The Declaration on Honour of the tenderer (in case of a joint tender – the Declarations on Honour of all group members);
- (in the case of a joint tender) the Agreement/Power(s) of attorney drawn up using the model attached in *Annex 3*.

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

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


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

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff, provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision, tenderers, whose tenders were received in

¹⁹ See [here](#) how to apply a QES on a document exchanged with a European institution, body or agency.

accordance with the submission modalities, who are not subject to restrictive measures, have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing, will be notified of the name of the successful tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and its total financial tender amount. The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial tender, technical or trade secrets²⁰.

- The contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure²¹, the contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

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

²⁰ For the definition of trade secrets please see Article 2 (1) of [Directive \(EU\) 2016/943 on the protection of undisclosed know-how and business information \(trade secrets\) against their unlawful acquisition, use and disclosure](#).

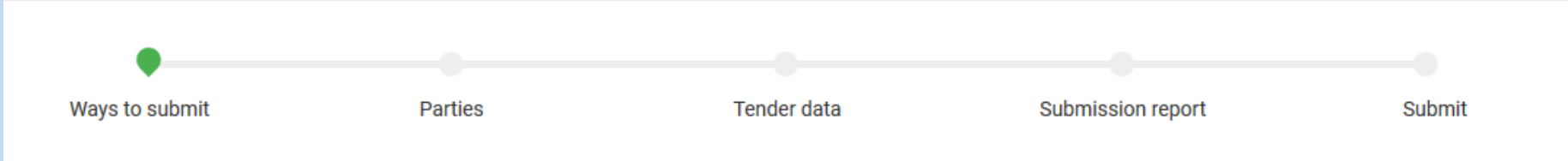
²¹ See Article 4 (2) of the [Regulation \(EC\) No 1049/2001 regarding public access to European Parliament, Council and Commission documents](#).

APPENDIX: LIST OF REFERENCES

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

ANNEXES

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

Description	Sole tenderer	Joint tender		Identified Subcontractor	Entity on whose capacity is being relied (that is not subcontractor)	When and where to submit the document?	Instructions for uploading in eSubmission (if applicable)	
		Group leader	Group member				How to name the file?	Where to upload?
1. Identification and information about the tenderer.								
<i>eSubmission view</i>								
								
Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1) <i>model in Annex 2</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	With the tender in eSubmission	'Declaration on Honour'	With the concerned entity under 'Parties' →'Identification of the participant' →'Attachments'→'Declaration on Honour'. For entities that are not subcontractors and on whose capacity the tenderer relies to fulfil the selection criteria, the document must be uploaded in the section of the sole tenderer or group leader: →'Identification of the participant' →'Attachments'→'Other documents'.
Evidence that the person	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			With the tender	'Authorisation to	With the concerned entity

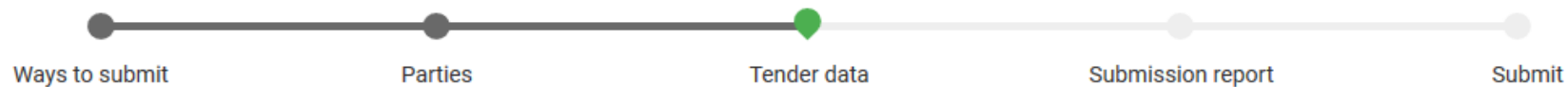
signing the documents is an authorised representative of the entity ¹⁹ (see Section 4.3)						in eSubmission	sign documents'	under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
Agreement/Power of attorney (see Section 2.4.1) <i>model in Annex 3</i>			<input checked="" type="checkbox"/>			With the tender in eSubmission	'Agreement Power of attorney'	In the group leader's section under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
List of identified subcontractors (see Section 2.4.2) <i>model in Annex 4</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'List of identified subcontractors'	In the sole tenderer's or the group leader's section under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
Commitment letter (see Section 2.4.2 and 2.4.3)				<input checked="" type="checkbox"/> <i>(model in Annex 5.1)</i>	<input checked="" type="checkbox"/> <i>(model in Annex 5.2)</i>	With the tender in eSubmission	'Commitment letter'	With the concerned entity under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
Evidence of non-exclusion (see Section 3.1)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Only upon request by <i>Contracting Authority</i> . At any time during the procedure	n.a.	n.a.

¹⁹ A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

Evidence of legal existence and status (see Section 2.3)	☒	☒	☒			Only upon request by <i>the EU Validation services</i> At any time during the procedure In the Participant Register	n.a.	n.a.
Evidence of legal capacity (see Section 3.2.1)	☒	☒	☒			Only upon request by the contracting authority At any time during the procedure	n.a.	n.a.
Evidence of economic and financial capacity F1 (see Section 3.2.2)	<p>The documents must be provided</p> <p>only by the <i>involved entities</i></p> <p>which contribute to reaching the minimum capacity level</p> <p>for criterion F1</p>					Only upon request by the contracting authority At any time during the procedure	n.a.	n.a.
Evidence of technical and professional capacity T1, T2 (see Section 3.2.3)	<p>The documents must be provided</p> <p>only by the <i>involved entities</i></p> <p>which contribute to reaching the minimum capacity level</p> <p>for criterion T1, T2</p>					With the tender in eSubmission	'T1 Project reference No.1' 'T1 Project reference No.2' 'T2 Project_reference_No.1' Etc.	With the group leader or the sole tenderer under 'Parties' →'Identification of the participant' →'Attachments'→'Technical and professional capacity'.

2. Tender data.

eSubmission view



<i>Failure to upload the following documents in eSubmission will lead to rejection of the tender.</i>								
Technical tender (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Technical tender'	Under section 'Tender Data' → 'Technical tender'
Financial tender (see Section 4.2) <i>model in Annex 6</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Financial tender'	Under 'Tender Data' → 'Financial tender'

Annex 2. Declaration on Honour on exclusion and selection criteria

Annex 2 is published as a separate document.

Annex 3. Agreement/Power of attorney

Call for tenders CNECT/2022/OP/0044 – EU common tool of measurements for CO2 impact for the audiovisual sector

AGREEMENT/POWER OF ATTORNEY

The undersigned:

[- Signatory 1 (Name, Function, Legal entity name, Registered address, VAT Number)]

- Signatory 2 (Name, Function, Legal entity name, Registered address, VAT Number)

- ...

- Signatory N (Name, Function, Legal entity name, Registered address, VAT Number)]

having the legal capacity required to act on behalf of the entities they represent,

HEREBY AGREE TO THE FOLLOWING:

- 1) To submit a joint tender (the tender) as members of a group of tenderers (the group), constituted by ***[Insert names of Legal entity 1, Legal entity 2, ... Legal entity N – the name of the group leader must be included here!]*** (the group members), and led by ***[Insert name of Legal entity 1]*** (the group leader), in accordance with the conditions of the procurement documents and the terms of the tender to which this Agreement/Power of attorney is attached.
- 2) If the contracting authority awards a contract resulting from this call for tenders (the contract) to the group on the basis of the tender to which this Agreement/Power of attorney is attached, all group members (including the group leader) shall be considered parties to the contract in accordance with the following conditions:
 - (a) All group members (including the group leader) shall be jointly and severally liable towards the contracting authority for the performance of the contract.
 - (b) All group members (including the group leader) shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the contracting authority related to the services and/or supplies subject to the contract shall be made through the bank account of the group leader indicated in the contract.
- 4) The group members grant to the group leader all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
 - (a) The group leader shall submit the tender on its own behalf and on behalf of the other group members and indicate in the "Contact Person" section in eSubmission the name and e-mail address of an individual as a single point of contact authorised to communicate officially with the contracting authority in connection with the submitted tender on behalf of all group members, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
 - (b) The group leader shall sign any contractual documents — including the contract and

amendments thereto — and shall warrant the submission of any invoices related to the performance of the contract on behalf of all group members.

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

This Agreement/Power of attorney may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

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

Name
Function
Name of the legal entity

Name
Function
Name of the legal entity

signature[s]: _____

signature[s]: _____

Done at **on**

Done at **on**

Name
Function
Name of the legal entity

Name
Function
Name of the legal entity

signature[s]: _____

signature[s]: _____

Done at **on**

Done at **on**

Annex 4. List of identified subcontractors and proportion of subcontracting

CNECT/2022/OP/0044 - EU common tool of measurements for CO2 impact for the audiovisual sector

Identification details	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]</i>		
Other subcontractors that do not need to be identified under Section 2.4.2²⁰		
TOTAL % of subcontracting		0,00%

²⁰ For this category of subcontractors, please provide in a general manner their intended roles/tasks during contract execution, as well as the aggregated % of contract volume for all non-identified subcontractors.

Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. CNECT/2022/OP/0044

Attn:

[Insert date]

Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of ***[insert name of the entity]***, hereby confirm that the latter agrees to participate as subcontractor in the tender of *[insert name of the tenderer]* for the call for tenders **CNECT/2022/OP/0044 – EU common tool of measurements for CO2 impact for the audiovisual sector**.

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

Done at:

Name:

Position:

Signature:

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

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. CNECT/2022/OP/0044

Attn:

[Insert date]

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of *[insert name of the entity]*, hereby confirm that the latter **authorises the *[insert name of the tenderer]* to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels** required for the call for tenders **CNECT/2022/OP/0044 – EU common tool of measurements for CO2 impact for the audiovisual sector.**

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

Done at:

Name:

Position:

Signature:

Annex 6. Financial tender form

Annex 6 is published as a separate document

