



EUROPEAN CLIMATE, INFRASTRUCTURE AND ENVIRONMENT EXECUTIVE AGENCY (CINEA)

Department C – Green research and innovation

Unit C.2 – Horizon Europe Energy

Call for tenders CINEA/2023/OP/0007

Horizon Europe

Work Programme 2023-2024

8. Climate, Energy and Mobility

Development of a recyclability index for photovoltaic products

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?.....	26
1.6.	Nature of the contract: how will the contract be implemented?	26
1.7.	Volume and value of the contract: how much do we plan to buy?	26
1.8.	Duration of the contract: how long do we plan to use the contract?.....	26
1.9.	Electronic exchange system: can exchanges under the contract be automated?	26
2.	GENERAL INFORMATION ON TENDERING.....	28
2.1.	Legal basis: what are the rules?.....	28
2.2.	Rules on access to procurement: who may submit a tender?	28
2.3.	Registration in the Participant Register: why register?.....	29
2.4.	Ways to submit a tender: how can economic operators organise themselves to submit a tender?	30
3.	EVALUATION AND AWARD	34
3.1.	Exclusion criteria.....	34
3.2.	Selection criteria.....	35
3.3.	Compliance with the minimum requirements of the procurement documents ..	41
3.4.	Award criteria.....	41
3.5.	Award (ranking of tenders)	43
4.	FORM AND CONTENT OF THE TENDER	44
4.1.	Form of the tender: how to submit the tender?	44

4.2. Content of the tender: what documents to submit with the tender?.....	44
4.3. Signature policy: how can documents be signed?.....	45
4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?	46
APPENDIX: LIST OF REFERENCES	47
ANNEXES	48

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 Climate, Infrastructure and Environment Executive Agency (CINEA)¹, referred to as the *Contracting Authority* for the purposes of this call for tenders), acting under the powers delegated by the European Commission.

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

The subject of this call for tenders is the development of a recyclability score for photovoltaic products (modules and inverters).

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?

The purchases that are the subject of this call for tenders, including any minimum requirements, are described in detail below.

This action aims at developing recyclability scores for photovoltaic modules and inverters, to be built up starting from the general methods laid down in the horizontal standards developed under the standardisation mandate M/543² and under the ecodesign and energy labelling regulatory framework³.

The research shall cover at least:

1. Analysis of the recycling processes currently available and expected to become available in the short-to-medium term for photovoltaic modules and inverters, considering, inter alia, the quality of the different recycling processes (e.g. if materials are recycled back into high-value materials or into cheap/low-grade ones), as well as the energy intensity of the recycling process;
2. Identification of critical raw materials (CRM) and environmentally-relevant materials present in the bill of materials of currently available PV module and inverter types, and those expected to become available in the short-to-medium term;

¹ CINEA was set up by Commission Implementing Decision (EU) 2021/173 of 12 February 2021 establishing the "European Climate, Infrastructure and Environment Executive Agency" (CINEA) and repealing Implementing Decisions 2013/801/EU, 2013/771/EU, 2013/778/EU, 2013/779/EU, 2013/776/EU and 2013/770/EU with effect from 1 April 2021 (OJ L 50, 15.2.2021, p. 9–28).

² https://ec.europa.eu/growth/tools-databases/enorm/mandate/543_en

³ https://commission.europa.eu/energy-climate-change-environment/standards-tools-and-labels/products-labelling-rules-and-requirements/energy-label-and-ecodesign_en

3. Analysis of the various design solutions/architectures for the photovoltaic module and inverter types currently available and expected to become available in the short-to-medium term;
4. Development, calibration and validation of a scoring methodology taking into account the abovementioned topics, e.g. by including the identification of:
 - a. Priority parts (to the extent of material relevance – CRM/environmentally-relevant material – and material recyclability);
 - b. Key parameters for recycling (taking into account at least the ability and ease to dismantle the product, and the ability and ease to separate the materials);
 - c. Scoring framework;
 - d. Definition of a recyclability score for photovoltaic modules;
 - e. Definition of a recyclability score for photovoltaic inverters.

Variants (alternatives to the model solution described in the Tender specifications) are not allowed. The *Contracting Authority* will disregard any variants described in a tender.

1.4.1. Background and objectives

Objectives (General and Specific):

The study has the following two objectives:

Objective I. Analysis and development of scoring systems (indexes) for the recyclability of PV modules and inverters (**the systems for each of the two products can differ**).

Objective II. Calibration and validation of the scoring systems on real products.

Background:

Photovoltaics (PV) is a key technological sector. The European Union (EU) cumulative installed peak power capacity of 138 GW_{DC} in 2020 and is projected to grow by 2030 to some 440 GW_{DC} (assuming a scenario with a 55% greenhouse gas reduction) and to expand further in the long term⁴. It is therefore of primary importance to ensure that newly installed PV products in the EU are environmentally friendly and do not create future burdens on Europe's environment.

To this extent, the European Commission is working on **ecodesign⁵ and energy labelling⁶ measures** for solar photovoltaic modules, inverters and systems, including possible information requirements on carbon footprint, in order to:

⁴ Kougias, I., Taylor, N., Kakoulaki, G., Jaeger-Waldau, A., The role of photovoltaics for the European Green Deal and the recovery plan, Renewable and Sustainable Energy Reviews 144 (2021) 111017

⁵ https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/12819-Ecodesign-European-Commission-to-examine-need-for-new-rules-on-environmental-impact-of-photovoltaics_en

⁶ https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/12820-Energy-labelling-European-Commission-to-examine-need-for-new-rules-on-environmental-impact-of-photovoltaics_en

- ensure comparability in the market between claims relating to module performance and life cycle energy impacts;
- improve product quality and long-term energy performance;
- promote product designs that are easier to repair and recycle;
- increase the energy yield of photovoltaic systems.

The table below gives an overview of the typology of requirements under formulation⁷ (‘Q’ stands for ‘quantitative requirement⁸’ and ‘I’ stands for ‘information requirement⁹’).

	Module	Inverter	System
Ecodesign requirements			
Efficiency	I	Q	-
Durability	Q	Q	-
Quality of manuf. process	Q	Q	-
Long-term degradation	I	-	-
Reparability	I	Q	-
Recyclability	I	I	-
Smart readiness	-	Q	-
Carbon footprint	Q or I	-	-
Energy Labeling requirements			
Energy efficiency score	✓		✓

Table 1. Proposed scope for the new regulatory measures for PV products.

Concerning the requirements on circular economy aspects referred to in the above table, they would be as follows:

- For PV modules, information requirements are under preparation. They would concern aspects related to reparability (such as information on how to replace the whole junction box of the module and on how to separate, without breakage, the glass, contacts and internal layers during the dismantling operations at the end of life (EoL)) and recyclability (information on the quantities of certain critical and environmentally relevant materials, such as rare earths cadmium, silicon metal, silver, indium, gallium, etc. or any material appearing in the lists of Critical Raw Materials for the EU¹⁰);
- For PV inverters, the requirements would concern reparability (availability of spare parts and how to disassemble the device), as well as recyclability aspects (information on the quantities of certain critical and environmentally-relevant materials, such as

⁷ <https://susproc.jrc.ec.europa.eu/product-bureau/sites/default/files/2021-04/Discussion%20paper%20Ecodesign%20Photovoltaic%20Products.pdf>

⁸ Ecodesign requirement consisting in a legal obligation, typically applicable at product specific level, for the product to either comply with a minimum (or maximum, depending how the parameter is defined) threshold (e.g.: ‘the energy efficiency index of a professional refrigerator shall not exceed XX [value]’), or be equipped with specific features/components (e.g.: ‘ventilation units shall be equipped with an heat recovery system’)

⁹ Ecodesign requirement consisting in a legal obligation, typically applicable at product specific level, for the manufacturer to declare the value of specific parameters

¹⁰ Such as the 5th list of critical raw materials for the EU that was published in the [Annexes of the Regulation proposal COM\(2023\)](#) based on the [Study on the Critical Raw Materials for the EU 2023 – Final Report](#)

cadmium, lead, indium, gallium, tantalum, etc. or any material appearing in the lists of Critical Raw Materials for the EU¹⁰).

Both for PV modules and inverters, a further typology of circular economy requirements not mentioned in the above table could be related to the ‘use’ of recyclability scores. Mimicking (*mutatis mutandis*) the conceptual approach of the reparability score for smartphones¹¹, it can be expected that such score(s), when available, could be suitable for inclusion of the score among, for instance, the potential ecodesign requirements, in particular as information requirements.

1.4.2. Detailed characteristics of the purchase

The study shall address the objectives as stated above in Section 1.4.1.

The work consists in developing and validating (with practical tests) recyclability scores for PV modules and PV inverters, in particular those foreseen to be in scope¹² of the upcoming Ecodesign Regulation referred to in the previous section.

This section contains a description of the work to be carried out, as well as of the related outputs.

Work package 1: Development of the work methodology and work plan and management of the contract

This includes all the actions needed to ensure an efficient management of the study as well as the actions required to coordinate the implementation of the tasks.

Task 1.1: Set-up of the study team

- The team will be fully operational after the contract signature and in any case by the end of the 1st month. The contractor shall set up an organisational structure with the necessary staff (see section 3.2.3) to allow for the delivery of the expected results;
- The contractor will designate a Project Leader. This person shall work full time for the contract and provide overall coordination of all contractor staff and any partners involved in the contract implementation. The Project Leader

¹¹ ‘ProductProduct Reparability Scoring System: Specific application to Smartphones and Slate Tablets’, see at: <https://publications.jrc.ec.europa.eu/repository/handle/JRC128672>

¹² Please see at <https://susproc.jrc.ec.europa.eu/product-bureau/sites/default/files/2021-04/Discussion%20paper%20Ecodesign%20Photovoltaic%20Products.pdf> for the scope. **Please note that the exact definitions of products in scope/out of scope of the Ecodesign Regulation may vary in the course of 2023-24. Commission services will liaise with the consultants in charge of this study to inform them on this topic.**

will be the single point of contact for the Contracting Authority on issues related to the management of the contract;

- Additional profiles to be involved during the contract implementation, are described in Section 3.2.3 'Technical and professional capacity. Any change in the composition of the Key Members of the team shall be agreed upon with the Contracting Authority.

Task 1.2: Management of the study, quality control, risk management, handover

- Management and organisation of the work: the contractor will put in place all necessary means to ensure that all tasks are properly coordinated, delivered on time and are of high quality. The tenderer's proposed approach to management and organisation of the service must be documented in a Management Plan to be submitted with the tender. The Management Plan must include the names of the person proposed as Project Leader and the other members of the team indicated above;
- Quality control: the contractor will put in place an internal quality control process. The tenderer will submit a Quality Assurance Plan with the tender. The Quality Assurance Plan will include a section outlining how quality assurance will be applied to the production of deliverables, such as reports, technical document events. The proposed tender should also contain a methodology for the monitoring and assessment of planned actions and expected results;
- Risk management: the contractor will identify and analyse potential risks that could arise in the delivery of the service and will indicate options and actions (e.g. contingency plans) to mitigate these risks. The tenderer will submit a Risk Management Plan with the tender and explain how this plan is applied to the contract deliverables. The plan should be specific to the activities and tasks of this contract.

Task 1.3: Coordination with the Contracting Authority and Reporting

- Coordination: The contractor will ensure the coordination through the organisation of coordination progress meetings (physical or virtual). These meetings will be held approximately every two months between the Contracting Authority and the contractor to review the delivery of the service. The participation of the Project Leader will be required during these meetings;
- Reporting: In line with the general requirements outlined in the specifications of this tender, and in order to document the actions undertaken, the contractor will provide reports as specified in Section 1.4.6 "deliverables". The contractor will also prepare minutes following meetings and workshops (Section 1.4.7).

OUTPUTS:

- *WP1 contribution to the inception report*
- *Coordination meeting minutes*

Work package 2: Technical development of a scoring system on recyclability

This work package includes development of scoring system(s) to be used as recyclability score(s) of PV modules and inverters, in line with the methodology specified in the remainder of this section (1.4.2).

Task 2.1: Desk research

- Literature review of existing scoring systems that include aspects on recyclability;
- Literature review and mapping of policy measures in the area of recycling/recovery and other associated Circular Economy aspects (e.g. dismantling) that have been investigated and/or proposed by stakeholders and/or other jurisdictions.

Task 2.2: Development of a generic technical framework, e.g. in the form of a matrix of technical specifications/criteria, to be used for the preparation of scoring systems on recyclability, applicable for different energy-related product groups

- Based on the information gathered in the literature review, and in line with the methodology specified in the remainder of this section (1.4.2), a set of specifications/criteria relevant for the scoring system shall be created. Special focus shall be given to the verification part, i.e. all the identified criteria/specifications should enable verification of conformity (primarily by Market Surveillance Authorities in the Member States);
- Inspired by relevant existing scoring systems and/or by stakeholders' input where relevant, analyse if and how the identified specifications/criteria of the scoring system can be combined into a single scaling system or index that will attribute a score to the devices as a function of their recyclability.

Task 2.3: Develop proposals for scoring system(s) on the recyclability of PV modules and inverters (the systems for the two products can differ)

- Apply the generic framework developed in Task 2.2 to PV modules and inverters, which means to tailor the scoring system label to the investigated product group. Also specify and implement the performance scaling system;
- This includes determining the importance and relevance of the technical parameters to the selected product group. The different aspects of the generic framework have to be prioritised for each of the two targeted PV product categories. After this assessment, aspects of the generic framework that are not relevant for the particular product category can be excluded as appropriate. The rationale for the choice of specifications will have to be one of the outputs of the task.;
- In addition, a technical summary shall be drafted to be used as a support document for the presentation of the scoring system to the stakeholders.

OUTPUTS:

- *Task 2.1 contributions to the Inception Report*
- *Task 2.2 and 2.3 contributions to the Interim Report of WP2*
- *Task 2.1 contribution to the Draft Final Report and Final Publishable Report*

Work package 3: Testing, calibration and validation

This work package consists in the testing, calibration and validation of the above-identified scoring system(s).

Task 3.1: Testing

- Carry out a testing campaign of representative types and market segments for PV modules and inverters, in particular related to product models recently placed on the EU market; at least eight models of PV modules and eight models of PV inverters shall be tested (the types and models to be tested will be agreed with the Contracting Authority).

Task 3.2: Calibration

- Carry out an analysis of the test results, to calibrate the proposed performance scaling system/index in such a way that it ensures a distribution of the products on the market across the different values that is in line with the upcoming ecodesign and energy labelling measures for solar PV modules and inverters (inverters and systems described in section 1.4.1).

Task 3.3: Validation:

- Carry out an analysis of the test results, to assess the reliability, accuracy and reproducibility of the identified scoring methods. The analysis shall cover both the variability deriving from the products and the variability deriving from the ‘human factor’ (i.e. subject to the person in charge of calculating the score);
- Propose tolerances to be applied for verification testing (by national Market Surveillance Authorities).

Task 3.4: Adjustments

- On the basis of the results of the previous tasks of this work package, and when needed, modifications and improvements shall be implemented to the generic technical framework and/or the identified scoring systems.

OUTPUTS:

- *Task 3.1, 3.2, 3.3 and 3.4 contributions to the Draft Final Report and Final Publishable Report*

Work package 4: Stakeholder consultation

The consultation process shall include both a general, public consultation open to all stakeholders and more targeted consultations of relevant stakeholder groups to obtain specific information and inputs on the development of the scoring system on recyclability. Technical experts shall be consulted throughout the different steps of development of the generic scoring system. For this purpose a technical expert group shall be selected for targeted consultations that shall have a balanced representation of different stakeholders (product manufacturers, remanufacturing sector, recyclers, MS experts, NGOs, independent and standardisation experts etc). The contractor shall enable stakeholders to provide comments on draft documents/reports/surveys via periodic consultations as necessary during all the phases of the contract. Technical workshops shall be organised as part of these stakeholder consultations, in which the basic concept of the scoring system will be presented and discussed, together with draft proposals and suggestions for different approaches to the scoring label as appropriate. The workshops have to take into account and reply to the comments that have been received as appropriate. The contractor will conduct semi structured interviews with stakeholders and experts to complement the technical stakeholder meetings. To the extent possible the contractor shall ensure that different types of stakeholders, different product groups and sectors are represented.

Task 4.1: Consultation plan

- The contractor shall propose a consultation plan containing at least the following elements:
 - Consultation objectives;
 - Mapping of relevant stakeholders;
 - Consultation methods, tools and accessibility¹³.

Task 4.2: Consultation activities

The consultation activities shall include, but are not limited to, the following:

- Interviews and/or on site visits and/or conference calls with targeted stakeholders and other actors relevant to eco-design and the Circular Economy. As a minimum the contractor shall consult:
 - the members of the Ecodesign Consultation Forum;

¹³ Any web presence of the projects must follow the EU Web Guide (<https://wikis.ec.europa.eu/display/WEBGUIDE/Europa+Web+Guide>) The tender specifications do not require any web presence from the project. The contractor must ensure compliance with the provisions on confidentiality and data protection in section 1.4.4

- other relevant MS experts (e.g. working on in the fields of ecodesign, resource efficiency, standardisation, environmental labelling, WEEE recycling and Green Public Procurement, Critical Raw Materials (CRM));
- members of other relevant advisory groups;
- companies that have participated in Ecodesign consultations;
- EU and international experts involved in aspects related to Ecodesign and standardisation;
- representatives of the recycling sector, including SMEs;
- policy institutions interested in Ecodesign and the Circular Economy;
- interested stakeholders, representatives of technology manufacturers, representatives of SMEs and NGOs (including consumer associations).

As stated above consultation activities should ensure that relevant stakeholders can provide input to draft and final documents as necessary.

Task 4.3: Stakeholder meetings

The contractor shall organise and manage at least the following meetings, referred to in Section 1.4.6 ('Deliverables'):

- kick-off stakeholder meeting;
- first stakeholder meeting;
- second stakeholder meeting;
- third stakeholder meeting.

with a view to present and discuss the deliverables of the study, in line with the planning presented in Section 1.4.6 ('Deliverables').

Stakeholder meetings can be done at the premises of the contractor or remotely via web conference or in hybrid mode.

Task 4.4: Analysis and reporting

- The contractor shall analyse the results of the consultations conducted and the comments from stakeholders. The analysis should include the main lines of feedback from stakeholders in quantitative and qualitative terms, possible limitations as well as groups of responses, representativeness and reasons for diverging opinions, etc. An executive summary of these results shall be included in the final report.

OUTPUTS:

- *Task 4.1 contribution to the Inception Report*
- *Task 4.1, 4.2, 4.3 and 4.4 contributions to the Draft Final Report and Final Publishable Report*

General guidance on methodology:

In line with the provisions of Section 4 of this call for tender ('Form and content of the tender') the tenderers shall formulate their offer with a technical part, detailing, inter alia, the methodology and the work plan.

The methodology proposed by contractor shall cover at least:

- Analysis of the recycling processes currently available, and expected to become available in the short-to-medium term, for PV modules and inverters considering, inter alia, the quality of the different recycling processes (e.g. if materials are recycled back into high-value materials or into cheap/low-grade ones), as well as the energy intensity of the recycling process;
- Identification of regulated substances, mixtures and components that have to be removed during depollution of PV modules and inverters at end of life (EoL);
- Identification of CRM and environmentally-sensitive materials present in the bill of materials of PV module and inverter technologies that are currently available, and expected to become available in the short-to-medium term;
- Identification of the most common combinations of fillers or coatings and material used in PV modules and inverter technologies;
- Analysis of the various design solutions/architectures (in particular, with regard to the joining techniques) for PV module and inverter technologies currently available, and expected to become available in the short-to-medium term;
- Development, calibration and validation of a scoring methodology taking into account the abovementioned topics, e.g. by including the identification of:
 - o Priority parts (to the extent of material relevance [CRM/environmentally relevant material/components and materials requiring selective treatment¹⁴] and material recyclability).
 - o Key parameters for recyclability. The following aspects, referenced in chapter 6.1. of EN 45555:2019, can be used as starting points for the definition of the scoring parameters:
 - ability to identify the parts of the product containing substances, mixtures and components that shall be removed during depollution;

¹⁴ Materials requiring selective treatment are for example specified in Annex VII of the WEEE Directive 2012/19/EU for products in its scope.

- ability to access and remove (e.g. depending on joining techniques used) the parts that require selective treatment according to a reference EoL treatment scenario. See e.g. WEEE Directive 2012/19/EU, Article 8 on proper treatment, Annex VII on selective treatment for materials and components of WEEE and Annex VIII on technical requirements. See also treatment standards (EN 50625 series) developed for mandate M/518 by CEN – CENELEC in particular EN 50625-2-4; TS 50625-3-5 on PV panels;
 - information on the different EEE components and materials, as well as the location of dangerous substances and mixtures in EEE in order to facilitate preparation for re-use and treatment in respect of each type of new EEE placed for the first time on the Union market. See e.g. WEEE Directive 2012/19/EU, Article 15 on information for treatment facilities and the corresponding information for recyclers ‘I4R’ platform ⁽¹⁵⁾;
 - ability to undo joints (including screws, glue, snaps, etc.), to separate and to sort materials compatible with recycling processes according to a reference EoL treatment scenario;
 - in case of non-separable material combinations, the use of materials which are compatible with existing recycling processes according to a reference EoL treatment scenario;
 - ability to access and remove parts containing CRMs from the product according to a reference EoL treatment scenario;
 - ability to access and remove parts that reduce the recyclability according to a reference EoL treatment scenario (e.g. plastic using certain fillers or certain flame retardants).
- When relevant, key parameters may also be defined to calculate one or more sub-score(s) for the recyclability of specific material classes, such as CRM. In this case, the following aspects, referenced in chapter 6.2. of EN 45555:2019, can be used as starting point for the definition of the scoring parameters:
- distribution and concentration of the specific material class over different parts;
 - ability to access and remove parts containing the specific material class;

⁽¹⁵⁾ <https://i4r-platform.eu>

- matters affecting possibilities to recycle the specific material class.
- The recyclability of parts/materials shall take into account at least one reference EoL treatment scenario (see Clause 5 of EN45555:2019) and design related criteria, such as those included in clause 6 of EN45555:2019.
- Testing and scoring methods must be verifiable (primarily by national Market Surveillance Authorities in the Member States) and shall aim at a reasonable balance between reliability, accuracy and reproducibility on the one side, and cost for both economic operators and national Market Surveillance Authorities on the other side.

In light of the *Contracting Authority's* Environmental Policy and the latest Communication to the Commission *Greening the Commission* C(2022)2230 final ⁽¹⁶⁾, while conceiving their methodology, the tenderers are invited to demonstrate how their project will contribute to reduce the environmental impact of their tasks and deliverables.

Green Public Procurement and events

☞ In line with the Directive 2014/24/UE of the European Parliament and of the Council on public procurement, tenderers are expected to describe any action they envisage for environment and energy efficient solutions, incorporating these concerns into all aspects of service delivery and infrastructure management.

The services provided by the Contractor must contribute to the Commission's commitment to minimise the environmental impact of its everyday work and continuously improve its environmental performance by integrating environmental criteria into its procurement procedures and organisation of events.

Services need to fulfil a number of standards as to the ethical, social and environmentally friendly origin, production, delivery and distribution of the materials. The principles and strategies linked to the sustainable use of natural resources, waste prevention and recycling will be taken into account. Examples of proofs/labels: compliance with EMAS, ISO 14 001, EU Ecolabel, and other ISO type I label, equivalent labels and standards, etc. Further information and guidelines can be found in the [EMAS](#) dedicated web page.

Sustainable meetings and events

⁽¹⁶⁾ for more information, visit: https://commission.europa.eu/about-european-commission/organisational-structure/people-first-modernising-european-commission/people-first-greening-european-commission_en

☛Tenderers can refer to the “[Guidelines on organising sustainable meetings and events at the Commission](#)”. The contractor is encouraged to reduce the environmental impact of events or meetings by: choosing venues easily accessible by public transport, proposing accommodation options in certified environmentally friendly hotels, proposing travel itineraries using carbon-offsetting flights or trains (instead of flights), proposing green catering (prefer plant-based food, opt for seasonal and organic food and drinks, avoid food waste and single use plastic, and provide reusable cups/bottles/glasses/cutlery/plates), pay attention to the management of waste and place displays to communicate the sustainable arrangements that have been put in place.

The contractor is encouraged to consider measures for the performance of the tasks under the contract, which increase the social impact of the contract. For instance, this could involve recurring to operators working on the professional integration of disadvantaged persons, women, and long-term unemployed people or considering accessibility for all solutions, facilitating the participation of people with disabilities.

Transition and handover details at the end of the contract

The contractor must provide an adequate overview of the state of play at the end of the contract and must guarantee its cooperation for transition meetings and handing over the products and services developed under this contract, as well as their management, in a progressive, secured and orderly manner to the Contracting Authority or any party designated by the Contracting Authority.

To this end, the contractor will undertake the necessary actions to safeguard the continuity of the products and services developed. Together with its final report, the contractor will provide the full list of pre-existing rights, if any, within the result of the contract and provide evidence on their acquisition, to ensure the full use of the results and any pre-existing material (if applicable), by the Contracting Authority.

In their offer, tenderers shall include a legacy strategy explaining how they will enable a smooth transition to the Contracting Authority or to any party to be designated by the Contracting Authority. This strategy must ensure that IT tools and databases are compatible with the European Commission's information technology architecture and guidelines and also refer to the transfer of Intellectual Property Rights (see Articles I.10 and II.13 of the draft service contract).

1.4.3. Intellectual Property Rights

The intellectual property rights related to the services/studies are foreseen in Articles I.8 and II.13 of the draft service contract.

Parts of results pre-existing the contract

If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

Plagiarism in the tender

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (such as: source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

1.4.4. Confidentiality and Data Protection

Confidentiality is required of all persons working or collaborating directly or indirectly in the performance of tasks following this call for tender, as they might come into contact with confidential information during the course of their work (see Article II.8 of the draft service contract). Any breach of confidentiality will be treated as professional misconduct and could lead to the termination of the contract as set out in Article II.18 of the draft service contract.

Specific requirements relating to personal data and the protection thereof are set out in the draft service contract. The contractor is equally responsible for ensuring the application of this obligation in respect of any of his/her direct or indirect sub-contractors.

The contractor will ensure compliance with the applicable data protection rules at national and EU levels, including:

- the Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data¹⁷ and
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)¹⁸.

During the contract implementation, the contractor must comply with the *Contracting authority's* personal data protection procedures, including models of data protection notice (e.g. for the document exchange with stakeholders, event, survey, etc.) provided by the *Contracting authority*, and with the general and specific contractual clauses I.7 and II.9, when processing personal data of stakeholders on behalf of *Contracting authority*.

The contractor will cooperate with the *Contracting authority* in ensuring that personal data is handled lawfully and if required not without explicit prior consent of the subjects involved (e.g. beneficiaries and their subcontractors).

In addition, the contractor will ensure that personal data is processed and accessible only within the territory of the European Union and the European Economic Area and will not leave that territory. Access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to personal data.

All websites, platforms, digital applications and online registration forms containing personal data must be hosted within the European Union and abide by the same legal obligations on personal data protection as provided in Article I.7 of the draft service contract.

1.4.5. Performance and quality requirements

All deliverables under this contract will be assessed on the basis of the following quality criteria, and rated (poor/satisfactory/good/very good/excellent) in relation to the following

¹⁷ <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1543484984668&uri=CELEX:32018R1725>

¹⁸ <https://eur-lex.europa.eu/eli/reg/2016/679/oj>

aspects in concise terms, so as to give a general idea of what will be requested from the contractor:

1. Timely execution of the tasks and deliverables described in Section 1.4.2. and 1.4.6 and in compliance with the contractual provisions;
2. The clarity, quality, and completeness of all the deliverables mentioned in section 1.4.2. and 1.4.6 and the final report in explaining what has been done and the results obtained;
3. The extent to which they are peer-reviewed, edited and proof-read by a native-level speaker, before being submitted to the Contracting authority.

1.4.6. Deliverables

The contractor must provide the required deliverables in accordance with the conditions of the draft service contract.

When requested in the contract, and in line with the table below, the report(s) and linked deliverables will accompany the request(s) for payments.

Each report or document will be submitted in electronic format compatible with Microsoft Office (Word, Excel) and PDF or equivalent in English.

The contractor must ensure that all reports under the contract are drafted in professional/high-quality English using a clear, concise, understandable, user-friendly language.

Materials and deliverables for publication (online and/or printed) will be of the highest linguistic quality and will have been edited and proofread by a native speaker or equivalent. All reports should be consistent in style (headings, margins, citations, bibliography, etc.).

It will remain contractor's responsibility to ensure a properly application of quotation and the verification of improper re-use of existing material.

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo¹⁹.

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

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: <http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html>

¹⁹ The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu

1.4.6.1 Intermediate outputs and deliverables

List of expected deliverables:

1. Inception report
2. Interim report of work-package 2 and technical documentation/guidelines for the presentation of the scoring system to the stakeholders
3. Draft final report of all work-packages
4. Draft final Publishable Report

During the kick-off meeting, the contractor shall provide a presentation where the work plan proposed in the tender's offer will be further developed, updated and discussed.

Inception report

The contractor shall deliver an inception report following the kick-off meeting. The meeting shall take place no later than 25 days after the signature of the contract.

In the inception report the contractor will specify the methodology, resources and objectives provided in the tender for all the single tasks, as well as present the progress of the tasks up to the time drafting the report.

In addition to that, the contractor will provide the following:

Corresponding to task 2.1, the report will also include both literature reviews of:

- existing scoring systems that include aspects on recyclability;
- policy measures in the area of recycling/recovery and associated other Circular Economy aspects (e.g. dismantling) that have been investigated and/or proposed by stakeholders and/or other jurisdictions.

Corresponding to task 4.1, the report will also include a consultation plan containing at least the following elements:

- consultation objectives;
- mapping of relevant stakeholders;
- consultation methods, tools and accessibility.

A draft of the report shall be made available to the Contracting Authority for information 5 working days before the kick-off meeting, unless otherwise agreed with the Contracting Authority.

The report shall be finalised after the meeting, taking into account all observations and comments being raised at the meeting and will be submitted within 2 weeks after the kick-off meeting. The report shall be submitted in electronic format. Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

The final inception report shall be accompanied by a request for a first interim payment, through the submission of an invoice of 30% of the contract value.

Interim report of work-package 2 and technical documentation/guidelines for the presentation of the scoring system to the stakeholders

The interim report should identify the following items, as preliminary outputs of task 2.2 and 2.3:

- Set of specifications/criteria relevant for the scoring system;
- Performance scaling system;
- Adapted Performance scaling system to PV modules;
- Adapted Performance scaling system to PV Inverters.

All the identified criteria/specifications should enable verification of conformity (primarily by Market Surveillance Authorities in the Member States).

As one of the outputs of task 2.3, the report will also include, as a separate document, ready for external publication, a summarised technical document that will address at least the criteria, the scaling system and the adapted indexes. This documentation will be further used as support document/guidelines for the presentation of the scoring system to stakeholders.

A first draft version will be made available to the Contracting Authority for information and comment 1 month before the second stakeholder meeting, unless otherwise agreed with the Contracting Authority.

The final version of the interim report of WP2 should include final versions of the draft interim report of WP2 that take into consideration the feedback, if any, from the second stakeholder meeting, in particular regarding the criteria, the scaling system and its adaptation to the aforementioned PV products.

The final interim report shall be submitted within two months of the second stakeholder meeting.

This report shall be accompanied by a request for a second interim payment, through the submission of an invoice of 30% of the contract value.

The final version of the report shall be made available to the Contracting Authority within 11 months after signature of the contract by the contracting party.

Draft final report of all work-packages

The draft final report of all the work packages shall include the following:

- Final versions of the output of all tasks in WP 2
 - Literature reviews of task 2.1; Specifications/criteria of the scoring system; Performance scaling system; adapted Scoring systems to PV modules and inverters.
- Final versions of the following outputs of WP3
 - Results of the testing campaign (task 3.1);
 - Results of the calibration analysis (task 3.2);

- Results of the validation of scoring methodology and list of proposed tolerances to be applied for verification testing (task 3.3).
- A first proposal of any necessary adjustments to the framework or scoring methodologies of WP2 (Task 3.4).
- Report of the following outputs of WP4
 - Final version of the consultation plan (T4.1),
 - Report on the executed consultation activities (T4.2),
 - Minutes of all stakeholder meetings conducted up to the writing of the draft final report (T4.3)
 - Analysis and conclusions of the feedback received from the stakeholders up to this point (T4.4)

The draft final report shall be made available to the Contracting authority within 15 months after signature of the contract by the contractor.

1.4.6.2. Final outputs and deliverables

Final Publishable Report

The Final Publishable Report will consist of the update of the draft final report to be made after the third stakeholder meeting. It shall also meet the requirements in section 1.4.9 below.

The report shall be made available to the Contracting Authority within 18 months after signature of the contract by the contracting party.

The contractor must deliver the final report as indicated above and hereafter in a format that is ready for ulterior publication on the Internet by the Contracting Authority or the Commission, following the provisions of section 1.4.9.

The final report should include the rationale and description of methods as well as presentation and discussion of results, including full and traceable documentation of sources.

The final report shall be accompanied by an Executive Summary of maximum 2 pages.

The final report shall be accompanied by a request for payment of the balance.

The Contracting Authority will approve any submitted documents or deliverables and pay in compliance with the rules laid down in the special conditions of the service contract (Draft service contract - section I.5. Payment arrangements).

The Contracting Authority shall have 30 days from receipt to approve or reject deliverable(s). The Contractor shall have 14 days in which to submit additional information or a revised deliverable.

1.4.7. Meetings

The contractor shall organise the following meetings with the Contracting Authority and the stakeholders to present and discuss the deliverables of the study.

Kick-off Meeting (with the Contracting Authority)	Discussion of the general approach, methodology and work plan.	30 days after the signature of the contract
Coordination meetings with the Contracting Authority	Coordination meetings as per task 1.3 of section 1.4.2	A per meeting schedule in indicative timetable below
1st stakeholder meeting	Presentation of the general approach, methodology and work plan.	Within 2 months from the signature of the contract
2 nd stakeholder meeting	Presentation of the findings of the interim report of WP2	Within 9 months from the signature of the contract
3 rd stakeholder meeting	Presentation of the findings of the draft final report	Within 16 months from the signature of the contract
Final meeting	Presentation of the final results to CINEA and the Commission services	Month 17 +2 weeks.

In terms of physical/virtual (videoconference) presence:

- the kick-off meeting and the first stakeholder meeting can take place by videoconference;
- Any further meetings should be hybrid. Any hybrid meetings shall take place in Brussels.

In agreement with the Contracting Authority, some meetings may take place fully as a videoconference.

If circumstances allow, the inception and final meetings will be held in Brussels. In all cases of on site and hybrid meetings, the contractor is to assume costs of organising the meetings on its side. For each meeting, the contractor shall provide the minutes of the meeting 5 working days after the meeting.

Unless agreed with the Contracting Authority all physical/hybrid meetings will take place at a premise arranged by the contractor.

1.4.8. Indicative timetable

The tenderer shall propose in its offer a detailed work plan, which clearly indicates the sequences and timing of the work, in line with the timeline for deliverables required in section 1.4.6. and the following timetable.

Timetable (months/weeks/days)	Meetings	Actions/Deliverables
Reference date (T0)		Start date of the contract
T0 + 25 days		Draft Inception report Inception report providing details of the approach, the working arrangements and timetable.
T0 + 30 days	Kick-off meeting	The kick-off meeting will ensure that the successful tenderer has a clear understanding of the terms of the contract and the objectives of the project. Kick-off meeting minutes
T0 + 45 days		Final version of the Inception report CINEA acceptance of the Inception report Submission of first interim invoice (30% of the contract value)
T0 + 60 days	1 st stakeholder meeting	Presentation of the general approach, methodology and work plan. The purpose and conditions for this meeting are described under section 1.4 of the tender specifications, its scheduling shall be aligned with the progress of the tasks.
Bi-monthly (T0 + respectively 4, 6, 8, 10, 12, 14, 16 months)	Bi-monthly coordination meetings with the contracting authority (meeting in Brussels or telephone/video conference).	Meeting minutes

T0 + 7 months		Draft Interim Report of Work-Package 2 including the technical documentation/guidelines for the presentation of the scoring system to the stakeholders.
T0 + 8 months		CINEA comments/acceptance of work package 2 draft report
T0 + 9 months	2 nd stakeholder meeting	Presentation of the findings of the draft interim report of WP2 The purpose and conditions for this meeting are described under section 1.4 of the tender specifications, its scheduling shall be aligned with the progress of the tasks.
T0 + 11 months		Interim report of work-package 2 CINEA comments/acceptance of work package 2 report and Submission of second interim invoice (30% of the contract value)
T0 + 15 months		Draft final report of all work-packages
T0 + 16 months	3 rd stakeholder meeting	Presentation of the findings of the draft final report The purpose and conditions for this meeting are described under section 1.4 of the tender specifications, its scheduling shall be aligned with the progress of the tasks.
T0 + 17 months+2 weeks	Meeting to discuss the Final Report.	The Final Publishable Report and executive summary will be discussed in a meeting with the Contracting Authority. If required, the contractor shall submit a new version of the report within 2 weeks after the meeting, addressing all comments from the Contracting Authority.
T0 + 18 months (end of the contract)		Final report Submission of the Final Publishable report and request of final payment

1.4.9. Content, structure and graphic requirements of publishable deliverables

The final report must include:

1) an abstract of no more than 200 words, in English, including:

- key words to facilitate electronic information retrieval;
- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

“This document has been prepared for the European Climate, Infrastructure and Environment Executive Agency (CINEA), however, it reflects the view of the authors and the European Commission or the European Climate, Infrastructure and Environment Executive Agency (CINEA) are not liable for any consequence stemming from the reuse of this publication.”

2) a publishable executive summary of maximum 2 pages, in English, including:

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

“This document has been prepared for the European Climate, Infrastructure and Environment Executive Agency (CINEA), however, it reflects the view of the authors and the European Commission or the European Climate, Infrastructure and Environment Executive Agency (CINEA) are not liable for any consequence stemming from the reuse of this publication.”

Requirements for publication on Internet

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

For the publishable versions of the report the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/>.

For full details on the Commission policy on accessibility for information providers, see: https://european-union.europa.eu/accessibility-statement_en

Graphic requirements

The contractor must deliver the reports 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:

https://commission.europa.eu/resources-partners/european-commission-visual-identity_en

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,
- other location(s) as specified in section 1.4.6, for the meetings.

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 are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

Tenderers need to take full account of full set of procurement documents, including the provisions of the draft service contract as the latter will define and govern the contractual relationship(s) to be established between the *Contracting authority* and the successful tenderer(s). 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 \(Financial Regulation\)](#) ⁽²⁰⁾ 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(s) (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.

⁽²⁰⁾ 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).

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

The estimated maximum amount for the execution of all the tasks referred to in this call for tenders is EUR 300 000 including all charges and expenses and excluding any renewals. No contract offer above this amount will be considered.

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

The contract resulting from this call for tenders will be concluded for at most 18 months.

The details of the contract duration in the draft contract.

The execution of the tasks shall not start before the contract has been signed. Work will follow the timetable detailed in *Section 1.4.6*.

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

For all exchanges with the contractor during the implementation of the contract resulting from this call for tenders 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.

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

The call for tenders is based on Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013, the European Commission Decision C(2021)4200 of 15 June 2021 adopting the 2021-2022 work programme under Horizon Europe – the Framework Programme for Research and Innovation (2021-2027) and the Commission Implementing Decision C(2022) 9339 final of 19.12.2022 adopting a financing decision for 2023-2024 as regards the horizontal support expenditure in the framework of the Specific Programme implementing Horizon Europe – the Framework Programme for Research and Innovation (2021-2027) and the Research and Training Programme of the European Atomic Energy Community for the period 2021-2025 complementing Horizon Europe and its annexes and European Commission Decision C(2023) 2178 of 31 March 2023.

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) ⁽²¹⁾, 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.

☞ Following the Council Implementing Decision (EU) 2022/2506, as of 16th December 2022, no legal commitments can be signed with Hungarian public interest trusts established under Hungarian Act IX of 2021 or any entity they maintain. This applies to all contractual level commitments, including subcontractors.

⁽²¹⁾ 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](#).

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, which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement²².

The Agreement on Government Procurement⁽²³⁾ concluded within the World Trade Organisation does not apply. Therefore, the participation to this call for tenders is not open to natural and legal persons established in the countries that have ratified this Agreement.

In case of a joint tender (see *Section 2.4.1*), each member of the group must have access to this procurement procedure.

The rules on access to procurement do not apply to subcontractors. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

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 the 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.

²² Third countries with a special agreement in the field of public procurement that have been given access to procurement procedures of the Union institutions, agencies and bodies regardless of the value of the purchase are: Albania, Bosnia and Herzegovina, Iceland, Liechtenstein, Montenegro, Norway, North Macedonia and Serbia.

⁽²³⁾ https://www.wto.org/english/tratop E/gproc e/gp_gpa e.htm.

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, 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 tenderer). 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.

A natural or legal person cannot participate at the same time and [for the same lot] 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, 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” [for the same lot] 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) [for the same lot] 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) subcontractor ⁽²⁴⁾.

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 tenderer⁽²⁵⁾.

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 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*.

⁽²⁴⁾ Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application.

⁽²⁵⁾ 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.

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 case(s):

- 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.

- case where a group member is subject to restrictive measures or does not have access to procurement (see Section 2.2) or is in an exclusion situation (see Section 3.1), provided the following cumulative conditions are fulfilled:
 - none of the remaining group members is subject to restrictive measures (see Section 2.2),
 - all the remaining group members have access to procurement (see Section 2.2),
 - the remaining group members meet 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 continuation of the participation of the remaining group members in the procurement procedure does not put the other tenderers in a competitive disadvantage,
 - the remaining group members undertake to implement the contract, in case of an award, without the excluded group member.

The replacement of the group member not having access to procurement or in a situation of exclusion is not allowed.

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 member of the group.

By filling in the form available in *Annex 4 (List of Subcontractors)*, tenderers are required to:

- i. 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 identified 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.

- ii. list all other subcontractors who do not meet any of the conditions above. Those subcontractors are **not** requested to provide a commitment letter.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline 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 resources ⁽²⁶⁾.

† 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 intending 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.

⁽²⁶⁾ 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.

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.

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 abovementioned 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 tenderer(s) 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 tenderer needs to submit with its tender a Declaration on Honour²⁷ in the model available in *Annex 2*.²⁸ The declaration must be signed by an authorised 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 procedure (²⁹), 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.

²⁷ The European Single Procurement Document (ESPD) may not be used yet in the *Contracting authority's* calls for tenders.

²⁸ Unless the same declaration has already been submitted for the purposes of another award procedure of the *Contracting authority*, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

(²⁹) 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.

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.

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 the 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 authority ⁽³⁰⁾.

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

⁽³⁰⁾ 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.

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 do not need to prove specific legal and regulatory capacity to perform the contract.

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 for which the accounts have been closed, shall be above EUR 400 000.00.
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. (members of the group, subcontractors and other entities (that are not subcontractors)) on whose capacity the tenderer relies to fulfil the selection criteria.
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 involved entity, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

☞ The evidence of economic and financial capacity does not need to be provided with the tender but may be requested by the contracting authority or the *EU Validation Services* at any time during the procedure.

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 capacity to perform the contract.

Tenders must provide in their tender the table in Annex 2.1 of these tender specifications, exhaustively completed with all the necessary information.

A. Criteria relating to tenderers:

Criterion T1	
The tenderer must have experience in the field of circular economy, with particular regard to energy-related products.	
Minimum level of capacity	At least three similar (in scope and complexity) projects completed in the last three years preceding the tender submission deadline, with a minimum value for each of them € 100,000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities.
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end dates, total project amount and scope, role and amount invoiced. If a project is still ongoing only the portion completed during the reference period will be taken into consideration.

Criterion T2	
The tenderer must have experience in the field of PV module and inverter technologies, in particular on aspects related to materials value chain, manufacturing, assembly, repair, maintenance, recycling and EoL of these products.	
Minimum level of capacity	At least 1 project dealing with these aspects completed in the last 5 preceding the tender submission deadline, with a minimum value of EUR 50,000 for each project to be considered in the criterion
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities.
Evidence	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. If the project is still ongoing only the portion completed during the reference period will be taken into consideration.

Criterion T3	
The tenderer must have knowledge and experience in the implementation of the Ecodesign Directive 2009/125.	
Minimum level of capacity	At least 1 project dealing with these aspects completed in the last 5 preceding the tender submission deadline, with a minimum value of EUR 50,000 for each project to be considered in the criterion

Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities.
Evidence	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. If a project is still ongoing only the portion completed during the reference period will be taken into consideration.

B. Criteria relating to the team delivering the service:

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

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

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

The contractor shall ensure that the staff members listed in the technical offer are effectively available when the contract begins.

Criterion P1	
Minimum level of capacity	<i>Project Leader: At least 5 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size (at least € 200.000, with experience in management of team of at least 5 people.</i>
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities (members of the group, subcontractors) will be carried out.
Evidence	CV with a list of relevant projects managed.
Criterion P2	
Study team	
Minimum level of capacity	<i>Language quality check: at least one member of the team should have at least C2 level in the Common European Framework for Reference for Languages³¹ in English.</i>

31 Common European Framework of Reference for Languages: Learning, teaching, assessment (CEFR); www.coe.int/lang-CEFR

Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities (members of the group, subcontractors) will be carried out.
Evidence	A language certificate or past relevant experience of at least 3 years
Criterion P3	
Study team	
Minimum level of capacity	<i>Life-cycle assessment: at least one member of the team should be expert in life-cycle assessment, with a relevant higher education degree or equivalent professional experience and at least 2 years in this field.</i>
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities (members of the group, subcontractors) will be carried out.
Evidence	CV with a list of relevant projects managed.
Criterion P4	
Study team	
Minimum level of capacity	<i>Experts in PV modules and inverters: At least two team members, each of which possess 3 years' professional experience in the field of photovoltaic module and inverter technologies</i>
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities (members of the group, subcontractors) will be carried out.
Evidence	CV with a list of relevant projects managed.
Criterion P5	
Study team	
Minimum level of capacity	<i>EcoDesign Expert: At least one team member possesses 5 years' professional experience in the field of the implementation of the Ecodesign Directive 2009/125, such as, but not limited to, the tenderer the development/implementation/analysis of Ecodesign measures</i>
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities (members of the group, subcontractors) will be carried out.
Evidence	CV with a list of relevant projects managed.

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

☞ Involved entities must not be subject to 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 *Annex 2 Declaration 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 - 30%

The price considered for evaluation will be the total price of the tender quoted under "A. Total price of the contract" (as *per Annex 6 - Financial offer*) covering all the requirements set out in the Tender specifications.

2. Quality - 70%

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

Quality award Criterion	Explanation of the criterion's scope	Maximum number of points per criterion (out of 100)	Minimum points to be obtained (at least 60% per criterion and 70% in total)
Criterion 1: Quality of the proposed methodology	Quality of the methodology proposed for carrying out the activities described in work package 2 ('technical development of a scoring system on recyclability').).	<i>40 points</i>	<i>24 points</i>
Criterion 2: Quality of the proposed testing plan	Quality of the proposed testing plan, as per work package 3 ('Testing, calibration and validation')	<i>30 points</i>	<i>18 points</i>
Criterion 3: Organisation of the work and resources	<p>This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work.</p> <p>The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer. Units costs/prices are to be included in the financial offer only.</p>	<i>15 points</i>	<i>9 points</i>
Criterion 4: Quality control measures	This criterion will assess the quality and efficiency of the proposed project management and of the quality control system applied to the activities foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of a member of the team. The quality system shall be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.	<i>15 points</i>	<i>9 points</i>

The result of the technical evaluation is the sum of the points obtained based on the evaluation of each criterion (maximum 100 points).

Only those tenders that score:

- at least 60% for each criterion and
- at least 70% of the total points will be considered for the award of the contract.

Tenders not reaching the minimum quality threshold will not be further assessed. Their financial tenders will therefore not be considered for determining the cheapest reference price.

3.5. Award (ranking of tenders)

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

$$\text{score for tender } X = \frac{\text{cheapest reference price of tender } x}{\text{reference price}} \times 100 \times \text{weighting (30\%)} + \frac{\text{total quality score of tender } X}{\text{for all award criteria}} \times \text{weighting (70\%)}$$

Where the "cheapest reference price" refers to the lowest price among the tenders having passed the quality threshold

Should the outcome of the formula lead to two or more tenders with the same result, the tenders with lower price will be ranked higher than the tenders with higher price.

☞ 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 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 as eSubmission:

- *Technical tender*

The technical tender for any lot 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.

For the appraisal, the written submission shall include a clear and detailed description of the organisation, resources and methodology proposed. Tenderers will provide a practical and detailed description of the resources and services proposed to achieve the objectives and results set out in *Section 1.4* above.

The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer, i.e. the allocation should be indicated for each task and should specify the role, the names and the estimated number of days/units for each member of the team. This is not a request for a budget, as the budget should be only part of the financial offer.

- *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 quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

⚡ 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 a qualified electronic signature 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 QES ⁽³²⁾ 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) **Annex 2**;
- (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

⁽³²⁾ See [here](#) how to apply a QES on a document exchanged with a European institution, body or agency.

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, agencies and bodies, 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 accordance with the submission modalities, who 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 tenderer to whom the contract is awarded (for the lot(s) for which the tenderer applied), 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 offer, technical or trade secrets³³.
- 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 disclosure³⁴, 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.

³³ 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.

³⁴ See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

☞ 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.

APPENDIX: LIST OF REFERENCES

<i>Award criteria</i>	See <i>Section 3.4</i>
<i>Contracting authority</i>	See <i>Section 1.1</i>
<i>Entities on whose capacities the tenderer relies to fulfil the selection criteria</i>	See <i>Section 2.4.3</i>
<i>EU Validation services</i>	See <i>Section 2.3</i> EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment
<i>Exclusion criteria</i>	See <i>Section 3.1</i>
<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 <i>Section 2.4.1</i>
<i>Identified subcontractors</i>	See <i>Section 2.4.2</i>
<i>Involved entities</i>	See <i>Section 2.4</i>
<i>Joint tender</i>	See <i>Section 2.4.1</i>
<i>Participating entities</i>	See <i>Section 1.1</i>
<i>Participant Register</i>	See <i>Section 2.3</i> https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register
<i>Selection criteria</i>	See <i>Section 3.2</i>
<i>Sole tenderer</i>	See <i>Section 2.4</i>
<i>Subcontracting/subcontractor</i>	See <i>Section 2.4.2</i>
<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

Annex 2 - Declaration on honour on exclusion and selection criteria

Annex 2.1 – Technical and professional capacity

Annex 3 - Power of attorney

Annex 4 – List of subcontractors

Annex 5 – Letter of submission

Annex 5.1 - Commitment letter by an identified subcontractor

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

Annex 6 - Financial offer form

Draft service contract and Annexes