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DIRECTORATE-GENERAL  
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Interreg, Cross-Border Cooperation, Internal Borders

**European Commission**

**Call for tenders  
EC-REGIO/2026/OP/0014 -**

**STUDY ON CROSS-BORDER PROTECTED AREAS**

**CCI 2025CE160AT119**

**Open procedure**

**TENDER SPECIFICATIONS**

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## **1. SCOPE AND DESCRIPTION OF THE PROCUREMENT**

### **1.1. Contracting authority: who is the buyer?**

This call for tenders is launched and managed by the European Commission, Directorate-General for Regional and Urban policy, referred to as the contracting authority for the purposes of this call for tenders.

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

The subject of this call for tenders is to prepare a study on Knowledge on Cross border natural areas, obstacles and opportunities thereof.

### **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. 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.

## Definitions

**Cross-border protected area (CBPA)**, also known as transboundary protected area (TBPA): a clearly defined geographical space that includes protected areas that are ecologically connected across one or more international boundaries and involves some form of cooperation (IUCN)<sup>1</sup>.

**Potential CBPA:** a prospective geographical space that includes adjacent protected areas along international borders, which could be jointly managed through cooperation to enhance conservation efforts, ecological connectivity and the sustainable use of natural resources. It may also include designated sites on one side of the border that can serve as a catalyst for the recognition and protection of adjacent non-protected areas.

**Protected Areas:** a clearly defined geographical space, recognised, dedicated and managed, through legal or other effective means, to achieve the long-term conservation of nature with associated ecosystem services and cultural values (IUCN)<sup>2</sup>

**International designations:** global or regional intergovernmental agreements/programmes that recognises transboundary conservation.

**Joint management:** shared governance of a cross-border protected between governments, which, varies from informal arrangements to official agreements, and involved at least two or more governments and possibly other local actors (IUCN, 2019)<sup>3</sup>.

### **1.4.1. Background and objectives**

As recognised under Article 174 of the Treaty on the Functioning of the European Union, cross-border regions are listed among the regions to which the Union should pay particular attention when it comes to economic, social and territorial cohesion and the reduction of disparities. Europe consist of many borders with circa a third of EU nationals living in cross-border areas.<sup>4</sup>

Most European States are part of the single market, which guarantees the free movement of goods, services, people and capital across the borders of all EU and EEA member states. Allowing EU Citizens to work and live across the EU.<sup>5</sup> Many European states are also members of the Schengen Area, which guarantees the free movement of more than 450 million EU citizens by removing internal border controls. It has reduced costs, paperwork, waiting times to its members' citizens.<sup>6</sup> But not all border issues are solved by these treaties, obstacles to the four pillars of the single market still exist.

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<sup>1</sup> [Typology of Transboundary Conservation Areas: Global Transboundary Protected Areas Network](#)

<sup>2</sup> [Protected Areas | Europe's Biodiversity | Biodiversity Information System for Europe](#)

<sup>3</sup> IUCN, 2019. Guidelines for applying the IUCN protected area management categories to marine protected areas. Second edition; see also Erg, B., Groves, C., McKinney, M., Michel, T. R., Phillips, A., Schoon, M. L., ... & Zunckel, K. (2015). Transboundary conservation: a systematic and integrated approach. IUCN

<sup>4</sup> Communication from the Commission to the Council and the European Parliament "Boosting growth and cohesion in EU border regions" – COM(2017) 534 final, 20.09.2017

<sup>5</sup> 'Single European Act' [https://eur-lex.europa.eu/resource.html?uri=cellar:a519205f-924a-4978-96a2-b9af8a598b85.0004.02/DOC\\_1&format=PDF](https://eur-lex.europa.eu/resource.html?uri=cellar:a519205f-924a-4978-96a2-b9af8a598b85.0004.02/DOC_1&format=PDF)

<sup>6</sup> [EUR-Lex - 42000A0922\(01\) - EN - EUR-Lex](#)

Border and cross border regions are the core of the European Union, where the process of integration happens daily and where it shows both its obstacles and most visible outcomes. Whilst progress has been made in most border areas and there are good practices in border regions across Europe, obstacles nevertheless remain. Cross border cooperation is still hindered in some borders, mainly as a result of diverging legal and administrative frameworks applicable at national level. In most cases, these follow a national logic that often does not take the specific wants and needs of border regions and their growing connections with neighbour regions into consideration. The obstacles have an impact in the many aspects of citizens' lives such as work, study or healthcare. These obstacles have the potential to limit national economic and social wellbeing of a country and therefore that of Europe. The internal land borders of the EU are economically weaker than their national averages. Strengthening these regions offers opportunities to increase jobs, investment and the services available to citizens of such regions. Furthermore, these regions offer unique opportunities to strengthen European integration and build stronger more resilient border communities. Communities which share public services can better support the diversity of available services in these regions. They can also build a more vibrant and attractive labour market, as well as support the realisation of the Green Deal.

Disparities and border obstacles also exist in the designation and management of natural protected areas geographically close to a border. Details on the current situation of protected natural areas will be depicted in an ongoing study carried out by the Joint Research Centre of the European Commission (JRC), which will be available in 2026 (hereafter referred to as 'JRC study'). This research aims to provide a comprehensive mapping of existing CBPAs in the across EU borders<sup>7</sup>, as well as potential CBPA between existing protected areas. In recent years, several projects were founded by Interreg to test innovative initiatives of shared or coordinated management of cross-border or potential cross-border natural areas. In addition, the b-solutions<sup>8</sup> initiative provided legal support to tackle legal, administrative, or other obstacles to common management deriving from diverging systems on different sides of a border. Over the years, such initiatives have created a body of case studies in the field, with innovative experiences being developed and tested. In order to map such experiences and test their influence on the relevant territories, the European Commission launches a call for tenders to conduct a study on cross-border natural areas, their governance models and best practices in the field.

The general objective of this action is to conduct a detailed and comprehensive study on protected areas across internal borders of the European Union as well as with the European Free Trade Association (EFTA) countries, those covered by the Instrument Pre-Accession Assistance (IPA) and micro-states enclaved within the EU. The study aims to identify natural areas that expand across national borders that have the potential to become new CBPAs, to analyse existing legal and administrative obstacles, as well as effective solutions for the joint management and conservation of these transboundary natural areas.

Through this, the work seeks to facilitate enhanced cooperation and harmonisation among border regions, thereby maximising the conservation effectiveness and addressing ecological connectivity more appropriately. By delivering critical insights into the inconsistencies and challenges faced in managing these shared natural resources, the study will inform and support Interreg programs, as well

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<sup>7</sup> The study include also European Free Trade Association countries, those covered by the Instrument Pre-Accession (IPA) in the framework of Interreg 2021-2027 and micro-states enclaved within the European Union (EU).

<sup>8</sup> [Home | b-solutionsproject](#)

as local and national authorities and European institutions, contributing to the development of future Cohesion Policy post-2027. This endeavour underscores the importance of a unified approach to environmental management, acknowledging that ecosystems do not conform to political delineations and require collaborative efforts for their sustainability.

More precisely, this work aims at achieving the following **specific objectives**.

### 1. Mapping potential cross-border protected areas:

- Building on the existing knowledge including the JRC study, identify and create a comprehensive inventory of potential protected areas that span across internal borders within the targeted regions, focusing on their ecological geographical, institutional, characterisation. The inventory should complement the CBPAs identified in the JRC study but also improve such dataset by adding designated sites on one side of the border that can serve as a catalyst for the recognition and protection of adjacent non-protected areas (i.e. potential CBPAs).

### 2. Analysis of governance structures:

- Examine the governance structures managing the existing CBPAs, putting a specific emphasis on eventual arrangements allowing for cross-border coordination, cooperation or collaboration<sup>9</sup>. The analysis should highlight discrepancies and inconsistencies amongst coexisting governance structures for the same natural area on different sides of the border (Trillo & Paul, 2013)<sup>10</sup>. This analysis should also point to inconsistencies in natural area classifications, such as Natura 2000 sites and Emerald Network<sup>11</sup>, and requirements imposed by those classifications, on either side of the border. Other types of inconsistencies of discrepancies, when relevant, should be underlined.
- Investigate institutional frameworks and corresponding attribution of legal competences that influence or hinder effective joint management across borders. This should allow to put in evidence existing legal frameworks that apply equally to a whole cross-border territory, as well as obstacles faced by each governance structure. Furthermore, the work should explore the environmental and socio-economic improvements achieved when transboundary labels are in place.

### 3. Evaluation of previous experiences in Interreg and beyond:

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<sup>9</sup> For further insights on the differences amongst the three concepts, refer e.g. to Klöters, M. and V. Pijnenburg, V. 2025, “Beyond Cooperation: A Reflection on the Framing of Cross-border Activities and Corresponding Terminology”, *Journal of Borderlands Studies*, 1-10, <https://doi.org/10.1080/08865655.2025.2565574>

<sup>10</sup> Trillo-Santamaría, J. M., & Paül, V. (2016). Transboundary protected areas as ideal tools? Analyzing the Gerês-Xurés transboundary biosphere reserve. *Land Use Policy*, 52, 454-463.

<sup>11</sup> [Emerald Network of Areas of Special Conservation Interest - Convention on the Conservation of European Wildlife and Natural Habitats](#)

- Assess current and past Interreg projects (or other EU supported projects like under the b-solutions initiative, or LIFE) that support cross-border natural areas, identifying good practice examples that can be emulated or adapted in other contexts.
- Document successful collaboration models and funding mechanisms used to promote cross-border initiatives.

#### 4. **Identification of legal and administrative obstacles:**

- Conduct a thorough analysis of the legal and administrative barriers that prevent, or limit enhanced cross-border management and conservation efforts, discussing their prevalence and implications on effective governance.
- Highlight the specific challenges faced by administrations lacking legal competence to operate across borders.

#### 5. **Developing Solutions and** suggestions for improvement

- Identify potential solutions to the obstacles identified, evaluating their feasibility, implementation experiences, and transferability to other similar contexts.
- Formulate conclusions, lessons learnt and concrete suggestions for improvement aimed at promoting joint cross-border management and conservation of natural areas. This should be done as an activity to support the Commission preparing the programming of future Interreg and Cohesion Policy post-2027, but also national and local policies on the matter.

#### **1.4.2. Detailed characteristics of the purchase**

In order to achieve the objectives of this work, the contractor will be expected to carry out the following tasks, as minimum requirements.

##### **I. Data Collection and Analysis:**

- Collect primary and secondary data on CBPAs, governance structures, and existing Interreg projects, b-solutions, or other cooperation experiences. Data can be sourced from governmental agencies, NGOs, and scientific literature, among other sources. The JRC study and other IUCN studies should be the first reference for this data collection. However, its dataset should be complemented with data related to both designated and non-designated natural areas at national or sub-national levels.

##### **II. Stakeholder Engagement:**

- Organise and conduct consultations with key stakeholders, including regional authorities, conservation organisations, and community groups, to gather insights on the management of both CBPAs and potential CBPAs and related obstacles.
- Document these interactions and incorporate stakeholder feedback into the study findings.

##### **III. Legal and Policy Review:**

- Review and analyse the existing legal and administrative frameworks and policies impacting cross-border natural area management, identifying existing obstacles, gaps and areas for improvement.

- Identify good practices and case studies from Interreg projects and other relevant initiatives, including b-solutions or project supported by other institutions.

#### **IV. Solution Development:**

- Investigate and document potential solutions to the obstacles identified, evaluating the success and replicability of these approaches in diverse contexts.

#### **V. Reporting and Dissemination:**

- Prepare a final report synthesising the study's findings, analyses, and conclusions.
- Develop communication materials, including presentations and infographics, to effectively disseminate the study's outcomes to stakeholders and the broader public.

### **1.4.3. Deliverables**

1. **Inception Report:** a detailed inception report fine-tuning the study's methodology. To be delivered within the first month.
2. **Comprehensive Mapping Database of CBPAs and potential CBPAs:** it contains geospatial information (location, boundaries, area) alongside related data including ecological importance, governance structures, stakeholders, challenges, and potential solutions. The database should be provided in interoperable formats compatible with open-source software, such as GeoPackage (.gpkg), shapefile (.shp), postGIS, and file Geodatabase (.gdb), ensuring accessibility and usability across various platforms.

**Comprehensive inventory of legal and administrative obstacles** to cross-border management and conservation efforts, in relation to specific objective four. This mapping should allow for the analysis of obstacles referred to in the final report. Furthermore, aiming at contributing to their potential solutions, the inventory should include, for each of the obstacles, the information elements that would be necessary to create “cross-border files” in accordance with Reg (EU) 2025/925 (a.k.a. BRIDGEforEU), namely those referred to in Art. 8(1) of this Regulation. Items f and g of Art 8(1) are optional in the Regulation and consequentially also optional in this inventory. The inventory shall also identify, for each obstacle, potential initiators in the meaning of this Regulation. More than one potential initiator for each obstacle can be identified.

3. **Interim Report:** one update providing initial findings and progress in mapping, stakeholder engagement, and obstacle identification.
4. **Case Study Compendium:** a collection of 10 documented good practices and successful (Interreg or other) projects that illustrate effective cross-border governance of natural areas and its impact on environmental management. Each case study identified should include the following elements: identification of the case study, context, reasons for which it is can be considered a best practice, eventual obstacles faced and solutions implemented, eventual replicability. Every case should be developed in around 4 pages.
5. **Final Study Report:** comprehensive final report, including an executive summary and detailed sections on mapping, obstacles, solutions, and conclusions. The report should also include the following.

- Legal and Obstacles Analysis: a thorough analysis report detailing the legal and administrative challenges facing cross-border natural area management.
- Conclusions and suggestions for the future, advice and conclusions proposing possible actions for stakeholders in the future;

## 6. Presentation and Dissemination Materials

A set of presentation materials and visual aids to facilitate the communication of findings at conferences, workshops, and public events, as well as on the online channels of the partnership and the Commission (static maps, factsheets, visuals & infographics).

7. **Dissemination event:** one event to present the study to stakeholders. The event should last indicatively ½ day, for an estimated audience of 80-100 people. The tender should not foresee the provision of a venue, as that will be provided by the contracting authority. The tender should be responsible for all necessary travelling and lodging of its staff and external speakers, for catering and other similar costs, and for the entire organisation and promotion of the event. It is assumed that the event would take place in Brussels.

### 1.4.4. Work organisation and timetable

The overall duration of the tasks is 18 months from the date of the entry into force of the contract.

The deadline for each deliverable is specified in the table below.

Month	Deliverables	Tasks	Deliverables	Payment
T0	Signature of the contract by last signing party			
T0 + 1 month	Inception report	T1	D1	
T0 + 6 months	Comprehensive mapping database	T2	D2-D3	
T0 + 9 months	Interim report	T3	D4	1 <sup>st</sup> Interim payment (max 40%)
T0 + 12 months	Case Study Compendium	T4	D5	
T0 + 15 months	Final Report		D6	2 <sup>nd</sup> Interim payment (max 40%)
T0 + 18 months	Dissemination materials and event		D7-D8	Final payment

All deliverables shall be submitted in English, according to templates provided by the Contracting Authority (concerning D3, D4, D5 and D6). Each deliverable will be examined by the Contracting authority which may ask for additional modifications or propose changes in order to redirect the work if necessary. Deliverables must be approved by the Contracting Authority.

The Contractor is expected to be available for at least **3 working meetings**.

- The first meeting (kick-off meeting) will be held in the two weeks following the entry into force of the contract. It will consist of a general dialogue regarding the fine-tuning of the strategy and methods planned for carrying out the tasks and implementing the methodology of the tenderer.
- The second meeting should take place in the month following the delivery of the interim report. It will consist of a general overview of the achievements and perspectives for the rest of the project.
- The third meeting shall be held prior to the submission of the final report on the basis of a draft with a view to considering the conclusions and implications of the study.

The first and third meeting are expected to take place physically at DG REGIO's premises in Brussels, the second meeting will take place online. Alternative locations can be agreed upon during the implementation of the action.

### **Raw data**

Data shall be aggregated for presentational purposes and presented in a consistent format to allow for comparisons.

Any raw/ source data (datasets, replies to surveys, replies from different sources, etc.) collected within this study shall be provided to the Commission. It shall be provided together with the final report in the form of a usable and interoperable dataset (including meta-data), compatible with the Data Hub for Border Regions in a format to be agreed, with confirmation of the transfer of full ownership on the data to the Commission. *Should that data include data owned by third parties, the contractor shall ensure that the Commission is fully granted the possibility to publish those data, namely under the use of open licenses.*

*All data collected for this study shall be considered, whether it is available free of charge or not.*

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

The services will be mostly performed at the contractor's premises, with some meetings taking place at the contracting authority's premises when needed.

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

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

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

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

⚠ Please be aware that if a tenderer to whom the contract is awarded (any of the group members in case of a joint tender) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may

be offset, in line with Articles 101(1) and 102 of the Financial Regulation<sup>12</sup> and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer (any of the group members in case of a joint tender), and, if any such debt is found, will inform the tenderer (the group leader in case of a joint tender who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

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

The maximum<sup>13</sup> total amount of all purchases under this call for tenders is indicated under Section 2.1.3 of the contract notice. The volumes/values of the purchases over the entire duration of the contract are specified in Section 1.4 of these specifications.

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

The contract resulting from this call for tenders will be concluded for at most 18 months. The details of the initial contract duration and possible renewals are set out in the draft contract.

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

For all exchanges with the contractor during the implementation of the contract 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 151 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.

### **1.10. Security**

When performing tasks for the contracting authority in execution of the contract, the contractor and its personnel shall comply with the contracting authority's applicable security requirements.

Any financial burden for complying with the security measures (e.g. security background checks, security clearance etc.) will be entirely at the expense of the contractor and not of the contracting authority.

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<sup>12</sup> Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) (OJ L, 2024/2509, 26.09.2024, ELI: <http://data.europa.eu/eli/reg/2024/2509/oj>)

<sup>13</sup> Any tender exceeding the maximum budget will be rejected as unacceptable on the basis of point 12.3.a) of Annex 1 to the Financial Regulation

## **1.11. Other provisions**

### **1.11.1. Fraud prevention and detection**

The contractor must assist the contracting authority in its efforts on fraud prevention and detection.

The contractor undertakes to impose the fraud prevention obligations upon its subcontractors and personnel in the relevant contracts signed with them. Upon request, the contractor must provide evidence to the contracting authority that those obligations have been included in the relevant agreements with its subcontractors and personnel.

### **1.11.2. Environmental considerations**

Environmental considerations shall be taken into account by the contractor throughout the complete life cycle of providing products or services in the implementation of the FWC.

When applicable, the contractor shall assist the Commission to perform its commitments as set in the EMAS EC Environmental Policy<sup>14</sup> and shall follow EMAS best practices.

### **1.11.3. Equal opportunities**

The contractor shall observe a policy on the promotion of equality and diversity in the implementation of the FWC, by applying the principles of non-discrimination and equality set out in the EU Treaties in full and in their entirety.

In the implementation of the FWC, the contractor shall establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, especially through the removal of all obstacles to recruitment and all potential discrimination based on sex, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or sexual orientation.

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<sup>14</sup> Available at [2022\\_12\\_13\\_Environmental\\_Policy\\_2022\\_adopted\\_by\\_the\\_ESC\\_on\\_4\\_October\\_EN.pdf \(europa.eu\)](#)

## 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 167(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.

### 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)<sup>15</sup>, consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

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

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

As the Agreement on Government Procurement<sup>16</sup> concluded within the World Trade Organisation applies, the participation to this call for tenders is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down [in the Agreement](#).

<sup>17</sup>The rules on access to procurement do not apply to entities on whose capacity tenderers rely to fulfil the selection criteria nor to subcontractors. Subcontracting may not be used with the intent or effect to circumvent the rules on access to procurement.

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.

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<sup>15</sup> 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](#).

<sup>16</sup> [https://www.wto.org/english/tratop\\_e/gproc\\_e/gp\\_gpa\\_e.htm](https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm).

### 2.3. Registration in the Participant Register: why register?

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

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

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

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

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

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

Economic operators can submit a tender either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender)<sup>18</sup>. 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 the group leader) shall be requested.

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

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<sup>18</sup> Each economic operator participating in the joint tender is referred to as “group member”.

subcontracting among tenderers is forbidden, more precisely an entity “A” may participate as tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer “B” within the same procurement procedure. However, in this case it is forbidden that tenderer “B” (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for tenderer “A” (or for the group of economic operators in which “A” participates) within the same procurement procedure. In this case, both tenders A and B shall be rejected.

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

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

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

The role of each entity involved in a tender must be clearly specified in the eSubmission application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor<sup>19</sup>.

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<sup>20</sup>.

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.

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<sup>19</sup> Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application.

<sup>20</sup> 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.

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

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

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

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2;
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 20 % .

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

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

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

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the 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 substantially altered, 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 the 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<sup>21</sup>.

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

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

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

With regard to technical and professional selection criteria, a tenderer may rely on the capacities of other entities only when these entities will perform the works or services for which these particular capacities are required. In such cases, they will either assume the role of subcontractors, or, where the exceptions listed in Section 2.4.2 are applicable, they will assume the role of entities on whose capacities the tenderer relies to fulfil the selection criteria without being subcontractors.

⌄ 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.

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<sup>21</sup> This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

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

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

- Check if the tenderer 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;
- Evaluation of tenders: compliance with the requirements of the procurement documents and on the basis of the award criteria;
- Verification if the tenderer including any subcontractor is not subject to EU restrictive measures (see Section 2.2) or any other rejection grounds from the award procedure.

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 full evaluation. The rejected tenderers will be informed of the ground for rejection without being given any feedback on the non-assessed content of their tenders. The ranked tenderers will have access to information on the relative advantages of the successful tenderer(s) and its (their) total financial offer amount, if they request so in writing after being informed of the result of the procedure. This will be without the prejudice to further checks and to the provision of supporting documents on exclusion and/or selection criteria if the contract cannot be signed with the presumed winner(s). Only the 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 138(1) of the Financial Regulation.

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

As evidence of non-exclusion, each tenderer<sup>22</sup> needs to submit with its tender a Declaration on Honour<sup>23</sup> in the model available in *Annex 2*.<sup>24</sup> 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](#).

Evidence will be requested only from the presumed successful tenderer before the award decision, without prejudice to the possibility for the contracting authority to ask any tenderer at any moment during the procedure<sup>25</sup> to submit an updated declaration or all or part of the supporting documents where this is necessary to ensure the proper conduct of the procedure.

The contracting authority 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.]

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

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

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

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<sup>22</sup> See Annex 1 which of the involved entities participating in a tender need to provide the Declaration on Honour.

<sup>23</sup> The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

<sup>24</sup> Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

<sup>25</sup> 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.

### 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 this call for tenders. The model Declaration on Honour available in *Annex 2* shall be used.

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

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority <sup>26</sup>.

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. Evidence will be requested only from the presumed successful tenderer before the award decision, without prejudice to the possibility for the contracting authority to ask tenderers at any moment during the procedure to submit an updated declaration or all or part of the supporting documents where this is necessary to ensure the proper conduct of the procedure. In case not all selection criteria evidence is requested with the tender, all tenderers are invited to prepare in advance the documentary evidence, since they may be requested to provide such evidence within a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract will be requested to provide such evidence.

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

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

#### 3.2.1. Legal and regulatory capacity

Tenderers can be natural or legal persons. Tenderers are not obliged to take a specific legal form in order to submit their tenders.

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<sup>26</sup> 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.

Where tenderers submit a tender through an entity, which lacks legal personality (e.g., a branch), the compliance with the exclusion criteria, selection criteria, the rules on access to procurement as well as the absence of restrictive measures shall be assessed at the level of the tenderers.

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

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

- Proof of enrolment in a relevant trade or professional register
- Proof of authorisation that the tenderer is authorised to perform the contract in its country of establishment
- Proof that the tenderer is a member of a specific professional organisation.

### 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	
<b>Minimum level of capacity</b>	Average yearly turnover of the last two financial years above EUR 500 000.
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.
<b>Evidence</b>	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 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 and professional capacity to perform the contract:

Criterion T1	
The tender must prove experience in conducting empirical research and analyses with an international scope.	
<b>Minimum level of capacity</b>	At least two similar (in scope and complexity) projects completed in the last five years preceding the tender submission deadline. Each project must have been conducted with an international scope, involving at least 5 countries with at least 3 different languages. Each project must have combined quantitative and qualitative analysis.
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities will be carried out.
<b>Evidence</b>	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still ongoing, only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference, the contracting authority may request statements issued by the clients and take contact with them.

Criterion T2	
The tender must prove experience in the field of cross-border cooperation.	
<b>Minimum level of capacity</b>	The team allocated to the project must include individuals with proven experience of at least three years in monitoring, assessing, researching or implementing cross-border cooperation. Such experience may result either from professional experience or research experience.
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities will be carried out.
<b>Evidence</b>	The tender should describe the team to be allocated to the project. CVs of the individuals ensuring these skills will be assessed by the contracting authority. The tender should also indicate which members of the team are satisfying this criterion.

⌚ The evidence of technical and professional capacity does not need to be provided with the tender but may be requested by the contracting authority at any time during the procedure.

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

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

### **3.3. Evaluation of the tenders**

#### **3.3.1. Compliance with the 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.**

#### **3.3.2. 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, 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:

No		
1.	<p><b>Quality of the proposed methodology</b>  This criterion will assess the quality of the proposed methodology to deliver the outputs described in part 1.4.3  Specifically, this criterion will assess:</p> <ul style="list-style-type: none"> <li>• The quality of the data sources provided and the effectiveness of the proposed methodology for the creation of a digital database and GIS MAPS of cross-border natural areas (Deliverable 2);</li> <li>• The quality of the data sources provided and the effectiveness of the proposed methodology for the identification and data gathering on existing and potential cross-border natural areas or related initiatives in the field (Deliverables 4 and 5);</li> <li>• The quality and effectiveness of the proposed methodology and quality of the draft structure for the production of the final report (Deliverable 6);</li> <li>• The general quality of the methodology proposed for all the deliverables and how it allows for well-interlinked deliverables.</li> </ul>	<p><b>60 points – minimum threshold 50%</b></p>
2.	<p><b>Organisation of the work</b>  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. The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation (e.g. the estimated working time allocated to the members of the team divided by estimated working time of the entire team in the project).  Details should be provided as part of the technical offer. It is not a budget requested as part of the financial offer.</p>	<p><b>30 points – minimum threshold 50%</b></p>
3.	<p><b>Quality control measures</b>  This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.  In particular, tenderers will be assessed on:</p> <ul style="list-style-type: none"> <li>• The approach designed to ensure risk management</li> <li>• The approach designed to monitoring and evaluation of services</li> <li>• The approach designed to the management of complaints and corrective actions</li> </ul>	<p><b>10 points – minimum threshold 50%</b></p>
<p>Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 60 % in total.</p>		
<p>Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.</p>		
<p><b>Total number of points: 100</b></p>		<p><b>100</b></p>

### 3.3.3. Award (ranking of tenders)

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

$$\text{Score for tender } x = \frac{\text{cheapest price}}{\text{price of tender}} \times 100 \times 30\% + \text{Total quality score (out of 100)} \times 70\%$$

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined:

Criteria 1, 2 and 3

☞ 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](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 5.1.12 of the contract notice and/or on Funding &Tenders Portal (F&T Portal)<sup>27</sup>.

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

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

- *Technical tender.*

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

- *Financial tender.*

A complete financial tender, including the breakdown of the price, needs to be submitted. (no specific format required).

The financial tender shall be:

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

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

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<sup>27</sup> <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home>

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

### **4.3. Signature policy: how can documents be signed?**

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

Tenderers are strongly encouraged to sign with a QES<sup>28</sup> all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

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

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

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

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

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

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

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make

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<sup>28</sup> See [here](#) how to apply a QES on a document exchanged with a European institution, body or agency.

available (any part of) the tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff, provided that they are bound by an obligation of confidentiality.

- After the signature of the award decision the contracting authority shall inform each tenderer who is not rejected and who make a request in writing of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and its total financial offer amount<sup>29</sup>. The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial tender, technical or trade secrets<sup>30</sup>.
- 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 disclosure<sup>31</sup>, the contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

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

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<sup>29</sup> For a call for tenders resulting in multiple framework contracts this information will be provided for all successful tenderers and tenders.

<sup>30</sup> 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](#).

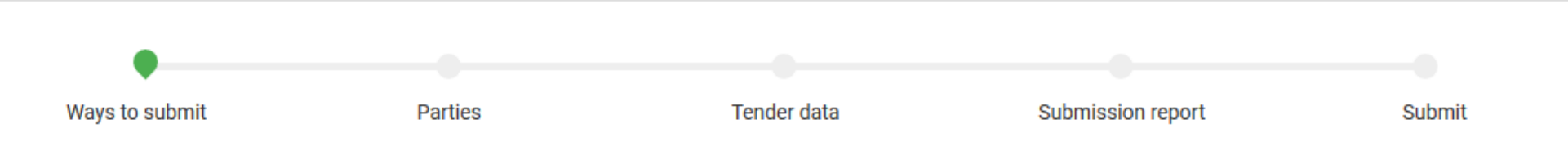
<sup>31</sup> See Article 4 (2) of the [Regulation \(EC\) No 1049/2001 regarding public access to European Parliament, Council and Commission documents](#).

## **APPENDIX: LIST OF REFERENCES**

<i>Award criteria</i>	See Section 3.4
<i>Contracting authority</i>	See Section 1.1
<i>Entities on whose capacities the tenderer relies to fulfil the selection criteria</i>	See Section 2.4.3
<i>EU Validation services</i>	See Section 2.3 <a href="#">EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment</a>
<i>Exclusion criteria</i>	See Section 3.1
<i>Financial Regulation</i>	<a href="#">Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast) (OJ L, 2024/2509, 26.9.2024, ELI: <a href="http://data.europa.eu/eli/reg/2024/2509/oj">http://data.europa.eu/eli/reg/2024/2509/oj</a>).</a>
<i>Group leader</i>	See Section 2.4.1
<i>Group member</i>	See Section 2.4.1
<i>Identified subcontractors</i>	See Section 2.4.2
<i>Involved entities</i>	See Section 2.4
<i>Joint tender</i>	See Section 2.4.1
<i>Participating entities</i>	See Section 1.1
<i>Participant Register</i>	See Section 2.3 <a href="https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register">https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register</a>
<i>Selection criteria</i>	See Section 3.2
<i>Sole tenderer</i>	See Section 2.4
<i>Subcontracting/subcontractor</i>	See Section 2.4.2
<i>Treaties</i>	The EU Treaties: <a href="https://europa.eu/european-union/law/treaties_en">https://europa.eu/european-union/law/treaties_en</a>

# ANNEXES

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

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

								→'Identification of the participant' →'Attachments'→'Other documents'.
<b>Evidence</b> that the person signing the documents is <b>an authorised representative</b> of the entity <sup>32</sup> (see Section 4.3)	☒	☒	☒			With the tender in eSubmission	'Authorisation to sign documents'	With the concerned entity under 'Parties'  →'Identification of the participant' →'Attachments'→'Other documents'.
<b>Agreement/Power of attorney</b> (see Section 2.4.1)  <i>model in Annex 3</i>		☒	☒			With the tender in eSubmission	'Agreement_Power of attorney'	In the group leader's section under 'Parties'  →'Identification of the participant' →'Attachments'→'Other documents'.
<b>List of identified subcontractors</b> (see Section 2.4.2)  <i>model in Annex 4</i>	☒	☒				With the tender in eSubmission	'List of identified subcontractors'	In the sole tenderer's or the group leader's section under 'Parties'  →'Identification of the participant' →'Attachments'→'Other documents'.
<b>Commitment letter</b> (see Section 2.4.2 and 2.4.3)				☒  <i>(model in Annex 5.1)</i>	☒  <i>(model in Annex 5.2)</i>	With the tender in eSubmission	'Commitment letter'	With the concerned entity under 'Parties'  →'Identification of the participant' →'Attachments'→'Other documents'.
<b>Evidence of non-exclusion</b> (see Section 3.1)	☒	☒	☒	☒	☒	Tenderers (sole tenderers/all group members in case of a joint tender) must provide the evidence when requested by the contracting authority and, in	n.a.	n.a.

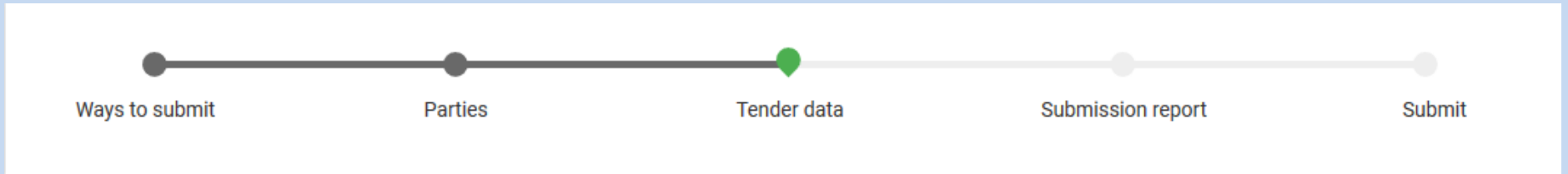
<sup>32</sup> A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

						any event, if a tenderer is successful, before the award of the contract. Subcontractors and entities on whose capacity a tenderer relies to fulfil the selection criteria must provide the evidence only upon request by the contracting authority.		
<b>Evidence of legal existence and status</b> (see Section 2.3)	☒	☒	☒			Only upon request by <i>the EU Validation services</i>  At any time during the procedure  In the Participant Register	n.a.	n.a.
<b>Evidence of legal capacity</b> (see Section 3.2.1)						With the tender in eSubmission	No specific requirements how to name the file(s).	With the concerned entity under 'Parties'  →'Identification of the participant' →'Attachments' →'Legal and regulatory capacity'.

<b>Evidence of economic and financial capacity F1</b> (see Section 3.2.2)	<p style="text-align: center;"><b>The documents must be provided</b></p> <p style="text-align: center;"><b>only by the involved entities</b></p> <p style="text-align: center;"><b>which contribute to reaching the minimum capacity level</b></p> <p style="text-align: center;"><b>for criterion F1</b></p>	<p>Only upon request by the contracting authority</p> <p>At any time during the procedure</p>	<p>n.a.</p>	<p>n.a.</p>
<b>Evidence of technical and professional capacity T1 and T2</b> (see Section 3.2.3)	<p style="text-align: center;"><b>The documents must be provided</b></p> <p style="text-align: center;"><b>only by the involved entities</b></p> <p style="text-align: center;"><b>who contribute to reaching the minimum capacity level</b></p> <p style="text-align: center;"><b>for criteria T1 and T2</b></p>	<p>Only upon request by the contracting authority</p> <p>At any time during the procedure</p>	<p>n.a.</p>	<p>n.a.</p>

**2. Tender data.**

*eSubmission view*



***Failure to upload the following documents in eSubmission will lead to rejection of the tender.***

<b>Technical tender</b> (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Technical tender'	Under section 'Tender Data' → 'Technical tender'
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**Annex 2. Declaration on Honour on exclusion and selection criteria**

### Annex 3. Agreement/Power of attorney

Call for tenders EC-REGIO/2026/OP/0014

Cross border protected area

#### AGREEMENT/POWER OF ATTORNEY

The undersigned:

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

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

***- ...***

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

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

HEREBY AGREE TO THE FOLLOWING:

- 1) To submit a joint tender (the tender) as members of a group of tenderers (the group), constituted by ***[Insert names of Legal entity 1, Legal entity 2, ... Legal entity N – the name of the group leader must be included here!]*** (the group members) and led by ***[Insert name of Legal entity 1]*** (the group leader), in accordance with the conditions of the procurement documents and the terms of the tender to which this Agreement/Power of attorney is attached.
- 2) If the contracting authority awards a contract resulting from this call for tenders (the contract) to the group on the basis of the tender to which this Agreement/Power of attorney is attached, all group members (including the group leader) shall be considered parties to the contract in accordance with the following conditions:
  - (a) All group members (including the group leader) shall be jointly and severally liable towards the contracting authority for the performance of the contract.
  - (b) All group members (including the group leader) shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the contracting authority related to the services and/or supplies subject to the contract shall be made through the bank account of the group leader indicated in the contract.

- 4) The group members grant to the group leader all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
- (a) The group leader shall submit the tender on its own behalf and on behalf of the other group members and indicate in the "Contact Person" section in eSubmission the name and e-mail address of an individual as a single point of contact authorised to communicate officially with the contracting authority in connection with the submitted tender on behalf of all group members, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
  - (b) The group leader shall sign any contractual documents — including the contract, [specific contracts] and amendments thereto — and shall warrant the submission of any invoices related to the performance of the contract on behalf of all group members.
  - (c) The group leader shall act as a single contact point with the contracting authority in the delivery of the services and/or supplies subject to the contract. It shall coordinate the delivery of the services and/or supplies by the group to the contracting authority and shall see to a proper administration of the contract.

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

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

**Name**  
**Function**  
**Name of the legal entity**

**Name**  
**Function**  
**Name of the legal entity**

**signature[s]:** \_\_\_\_\_

**signature[s]:** \_\_\_\_\_

**Done at ....., on .....**

**Done at ....., on .....**

**Name**  
**Function**  
**Name of the legal entity**

**Name**  
**Function**  
**Name of the legal entity**

**signature[s]:** \_\_\_\_\_

**signature[s]:** \_\_\_\_\_

*Done at ....., on .....* *Done at ....., on .....*

## Annex 4. List of identified subcontractors and proportion of subcontracting

Identification details	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]</i>		
<i>[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]</i>		
<b>Other subcontractors that do not need to be identified under Section 2.4.2<sup>33</sup></b>		
<b>TOTAL % of subcontracting</b>		<b>0,00%</b>

<sup>33</sup> For this category of subcontractors, please provide in a general manner their intended roles/tasks during contract execution, as well as the aggregated % of contract volume for all non-identified subcontractors.

## Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. EC-REGIO/2026/OP/0014

Attn:

*[Insert date]*

### Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of *[insert name of the entity]*, hereby confirm that the latter agrees to participate as subcontractor in the tender of *[insert name of the tenderer]* for the **call for tenders EC-REGIO/2026/OP/0014 Cross border protected area**

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

Done at:

Name:

Position:

Signature:

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

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. EC-REGIO/2026/OP/0014

Attn:

*[Insert date]*

### **Commitment letter by an entity on whose capacity is being relied**

I, the undersigned,

Name:

Function:

Legal entity:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of *[insert name of the entity]*, hereby confirm that the latter **authorises the *[insert name of the tenderer]* to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels** required for the **call for tenders EC-REGIO/2026/OP/0014 – Cross border protected area**.

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

Done at:

Name:

Position:

Signature: