



Tender specifications

Provision of consultancy services and licences for pan-European geo-referenced datasets

Open call for tender EEA/SES/09/002

1. Purpose and context of the call

The European Environment Agency (EEA) is operating its Geographic Information System (GIS) to support the development, implementation and monitoring of environmental policy in Europe. Geospatial data is used for analytical as well as communication and dissemination purposes. As spatial data and information in Europe is often fragmented, with gaps in availability and lacking harmonisation between datasets at different geographical scales, this makes it difficult to identify, access and use available data.

A vast range of environmental data is being collected across Europe, generating valuable information for policy makers, citizens and business. To maximise the use of this information, the European Commission together with EEA and the Member States proposed the development of a Shared Environmental Information System (SEIS).

The Communication “Towards a Shared Environmental Information System” <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2008:0046:FIN:EN:PDF> (COM(2008)46 final) outlines the SEIS approach of the Shared Environmental Information System (SEIS) to interconnect existing databases and make data easily accessible to all.

The INSPIRE European Spatial Data Infrastructure as defined by the Directive 2007/2/EC http://inspire.jrc.ec.europa.eu/directive/1_10820070425en00010014.pdf will be the backbone of SEIS.

The EEA is putting the implementation of SEIS at the centre of its multi-annual strategy (2009–2013).

SEIS aims at:

- improving the availability and quality of information needed to design and implement the European Union’s environment policy;

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- streamlining data handling by connecting existing information systems and providing online information services;
- modernising environmental reporting to reduce the administrative burden both at national and international level; and
- fostering the development of information services and web-based applications.

The European Commission will present a detailed implementation plan for SEIS in 2009/2010 which will be developed in collaboration with the EEA and the European environmental information and observation network (Eionet) taking into account the implementation of the INSPIRE and GMES initiatives:

http://ec.europa.eu/gmes/pdf/COM_2008_0748_en_communication.pdf

The EEA will play a key role in the coordination of the *in-situ* data infrastructure for the new GMES initiative of the European Commission on Global Monitoring for Environment and Safety. The EEA will make use of the new geospatial data services that will be provided by GMES to respond to specific service demands as part of the implementation of SEIS.

Within the above context the Agency has launched this call following which it intends to award a framework service contract for the provision of consultancy services and licences for pan-European geo-referenced datasets.

2. Services to be provided

The purpose of this framework contract shall be support to the Agency with regard to data provision (including licenses) and related services and supplies to further deploying the EEA spatial data infrastructure as part of INSPIRE and SEIS.

The main operational objective is to support EEA on the provision of pan-European, harmonized geospatial datasets for the spatial data infrastructure related to the INSPIRE Directive which will be a major building block of SEIS as well as the GMES initiative, where the data may also be used as an input to GMES core services.

Annex 4 provides an insight into the current EEA needs for geospatial data to support spatial analysis. To date, the spatial data infrastructure of EEA is, amongst others, populated by standard data products from EuroGeographics and TeleAtlas. Continuation of maintenance services for these products will be required, along with new datasets and services.

The following types of services and supplies are expected to be provided under this framework contract:



- maintenance services (renewal of licences) for products currently used by EEA (EuroGeographics and TeleAtlas¹);
- other geo-referenced datasets as listed in the Annexes I, II and III to the INSPIRE Directive;
- updates of geo-referenced datasets;
- extension of coverage of geo-referenced datasets;
- detailed documentation on datasets, including documentation of data quality and “Conditions of Use”, as stated by the provider of the data;
- consultancy services (senior data manager/junior data operator) to advise on purchasing products (e.g., MultiNet vs Premium products from TeleAtlas²), the different licensing policies for the different products and their impact and also pre-processing of data according to EEA needs.

Mandatory requirements

Storage, use and distribution of data

- As further specified in the following, EEA shall be authorised to *store* data centrally, use it and distribute parts and/or entire datasets within EEA and to third parties (i.e., contractors including the partners of the consortia running the EEA’s European Topic Centres (ETC) and subcontractors).
- EEA shall in particular be authorised to *use* data:
 - as raw data for analytical and mapping purposes (within EEA);
 - for the production and use to perpetuity of maps, graphics, publications, posters, presentations, etc. and derived analytical data;
 - for inclusion in online web services and applications on EEA and Eionet websites, etc., provided that it will not be possible to extract the original data; and
 - for creating derived datasets and products by applying data manipulation procedures, subject to conditions to be agreed in specific contracts under the framework contract to be awarded.

The following examples are meant to illustrate what might be required under this last indent:

¹ In order to ensure full technical compatibility with products used by EEA, new licences must be for EuroGeographics or equivalent and TeleAtlas or equivalent.

² See above footnote 1. With regard to TeleAtlas Premium it is to be noted that at the time of writing of these specifications this product is still not ready for release outside the US.



- With regard to EuroBoundary Map³: generalisation by applying line simplification: 350 to 500m minimum distance between vertexes;
 - With regard to EuroGlobal Map⁴: generalisation to scale of 1:3 000 000 or extraction of 20% of features for the relevant data extent;
 - With regard to EuroRegional Map⁵: generalisation to scale of 1:1 000 000 or extraction of 10% of features for the relevant data extent
- EEA shall in particular be authorised to *distribute* data and/or parts thereof:
 - in the form of maps, graphics, publications, posters, presentations, etc.;
 - as part of web services and applications provided that it will not be possible to extract the original data;
 - and as derived datasets and products as specified above;

within the EEA; to the general public; and for *re-use* by third parties (i.e., contractors including the partners of the consortia running the EEA's European Topic Centres (ETC) and subcontractors), *provided that*:

- the source is acknowledged;
- the data is not used for commercial purposes; and
- the re-user consents to the data provider's "Conditions of Use";

Updates of data

- annual updates unless specified otherwise;
- if geographical coverage of data (for the mandatory minimum please see below) is extended to more countries of interest to EEA than initially covered, EEA shall receive the data covering these countries as well;

License management

- management of licenses within EEA and in relation to third parties shall be handled by EEA;

Acknowledgement of source, copyrights and branding

- if datasets are used in EEA products, copyrights and branding shall be displayed as "©copyright_text" on the map or graphics or in an acknowledgement text copyright text on online maps being limited to maximum 15 characters;
- no copyright text shall be displayed on online icon maps (e.g., navigation map) of a maximum size of 250 x 250 pixels;

³ See above footnote 1.

⁴ See above footnote 1.

⁵ See above footnote 1.

*Data formats and delivery*

- data shall be delivered to EEA in an ArcGIS compatible format or other format to be agreed with EEA in advance. EEA will manage further distribution within the organisation. Data shall be accompanied with a detailed description of changes since last delivery including updated data models and documentation;

Minimum geographical coverage

- at least 30⁶ of the 32 EEA member countries;

Given that the Agency has also six collaborating countries which are part of Eionet (Albania; Bosnia and Herzegovina; Croatia; Former Yugoslav Republic of Macedonia; Montenegro; and Serbia) and that its international cooperating extends to the EU neighbouring countries and their neighbouring countries (Algeria; Andorra; Armenia; Azerbaijan; Belarus; Egypt; Georgia; Israel; Jordan; Kazakhstan; Kyrgyzstan; Lebanon; Libya; Moldova; Monaco; Morocco; Occupied Palestinian Territory; Russia (European part); San Marino; Syria; Tajikistan; Tunisia; Turkmenistan; Ukraine and Uzbekistan) any **additional geographical coverage above the mandatory minimum** will be considered an asset (see under **4.3 A**);

A framework contract will be awarded for a period of **48 months** from the entry into force of the contract. **The framework contract will be implemented through specific contracts which alone shall bind the Agency.** Annexes to such specific contracts will include detailed descriptions of consultancy services and licences to be provided. For details reference is made to the terms and conditions of the draft framework contract and draft specific contract which form parts of the tender documents.

The total budget for this framework contract is estimated at a maximum of **600 000 EUR** (an estimated **150 000 EUR/year**).

Based on this budget estimate the Agency anticipates an approximately equal demand of consultancy services; and licences (**50:50**).

Work is expected to take place at the contractor's premises, EEA premises in Copenhagen, or elsewhere when required. For any work carried out elsewhere than the contractor's premises

⁶ Austria; Belgium; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Germany; Greece; Hungary; Iceland; Ireland; Italy; Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; the Netherlands; Norway; Poland; Portugal; Romania; Slovakia; Slovenia; Spain; Sweden; Switzerland; and United Kingdom; the geographical coverage of the other two EEA member countries Bulgaria and Turkey is (partly) incomplete.

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and EEA premises, travel and subsistence costs will be paid according to EEA standard rules and rates (Annex IV to the Framework contract).

3. Price

Prices must be quoted as specified in **4.3 B** of this document.

Prices shall be fixed, all-inclusive and not subject to revision for implementation during the first year of duration of the Contract. From the beginning of the second year of duration of the Contract, prices may be revised upwards or downwards each year in accordance with Article I.3 of the framework contract.

Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and the Headquarters Agreement between the Agency and the Government of Denmark of 17 August 1995, the Agency is exempt from all charges, taxes and dues, including value added tax; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

Prices tendered must be expressed in euro, including for countries that are not part of the euro zone. For tenderers in countries that do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any variation.

4. Criteria**4.1 Exclusion criteria**

Candidates or tenderers shall be excluded from participation in a procurement procedure if:

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;

(c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

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(d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

(e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

(f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must provide a declaration on their honour, duly signed and dated, stating that they are not in any of the situation listed above (see Annex 1).

The tenderer to whom the contract will be awarded must provide the evidence confirming the declaration referred to in the previous point unless this obligation is waived by the contracting authority.

The contracting authority shall accept as satisfactory the following evidence:

- i) For points (a), (b) and (e) a recent extract from the judicial record, or failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.
- ii) For point (d) recent certificates or letters issued by the competent authority of the State concerned. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where any document referred to above is not issued in the country concerned and for other cases of exclusion, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

4.2 Selection criteria (as indicated in Section III.2. (Conditions for participation) of the Contract notice)**4.3 Award criteria**

The framework contract will be awarded to the tenderer with the best price-quality ratio, taking into account the following criteria:

A. Technical merit (TM) – 100 points maximum; 70 points minimum

- 1. Understanding of EEA demands as defined by the INSPIRE Directive including its Annexes I, II and III – 35 points maximum; 25 points minimum;**
- 2. Strategy to meet these demands based on a detailed proposal to address the examples of INSPIRE data themes listed in Annex 3 to these specifications – 55 points maximum; 45 points minimum;**
- 3. Additional geographical coverage per additional km² above the required minimum (specified in section 2 above) – 10 points maximum;**

B. Price (P1 + P2)

Tenderers shall submit a comprehensive list of prices applicable for all consultancy services and licences offered.

The price evaluation will be based on two factors to be established by the application of the following scenarios:

- a scenario (on an annual basis) of **70 person days ((Senior data manager + Junior data operator) / 2)** of consultancy services (**P1**); and
- the total cost of the licences (scenario) listed in the following which the Agency expects to purchase on an annual basis (**P2**).

**P1:**

Tenderers must quote all-inclusive daily rates for each of the required profiles (as defined in section III.2. (technical and professional capacity) of the Contract notice), the total average of which – as indicated below – will be taken into account as factor **P1** for the price evaluation:

Profile	EEA premises (X)	Contractor's premises (Y)	Subtotal (X+Y) / 2
Senior data manager	... EUR	... EUR	... EUR
Junior data operator	... EUR	... EUR	... EUR
TOTAL[P1] 70 ((SDM_{(X+Y)/2} + JDO_{(X+Y)/2}) / 2) =			... EUR

All fields are mandatory. Non-compliance leads to exclusion.

P2:

Based on the following scenario tenderers must further quote all-inclusive prices for the licences specified in the following scenario the total of which will be taken into account as factor **P2** for the price evaluation:

Licence category (incl. maintenance, etc.)		Price
1. EuroGeographics⁷		
1.1 EuroBoundary Map⁸		
	a) Multiple users (<10)	... EUR
	b) Internet licence	... EUR
1.2 EuroGlobal Map⁹		
	a) Multiple users (<10)	... EUR
	b) Internet licence	... EUR

⁷ See above footnote 1.

⁸ See above footnote 1.

⁹ See above footnote 1.



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1.3 EuroRegional Map¹⁰		
	a) Multiple users (<10)	... EUR
	b) Internet licence	... EUR
SUBTOTAL 1 (1.1 a+b + 1.2 a+b + 1.3 a+b) =		... EUR
2. TeleAtlas¹¹		
MultiNet¹²		
	a) Multiple users (<10)	... EUR
	b) Internet licence	... EUR
SUBTOTAL 2 (a+b) =		... EUR
TOTAL[P2] (SUBTOTALS 1 + 2) =		... EUR

All fields are mandatory. Non-compliance leads to exclusion.

The total price quoted (**P**) will be established by adding factors **P1 + P2**.

Tenders meeting all mandatory requirements including the minima for technical merit will score points in function of the following formula: $(P_{min}/P) \times 100$, in which P_{min} is the lowest financial offer and P the financial offer being considered.

The contract will be awarded to the tenderer whose tender achieves the highest total score for technical merit and price.

5. Further information

Tenders must specify the Call for tender concerned, comprise a technical and a financial offer and be submitted in one original and two copies.

Tenders should be preferably drafted in English. Supplementary material does not need to be translated.

¹⁰ See above footnote 1.

¹¹ See above footnote 1.

¹² See above footnote 1.



Tenders from consortiums of firms or groups of service providers must specify the role, qualifications and experience of each of the members or of the group.

6. Environmental considerations

The EEA runs a certified environmental management system (EMAS) and aims to minimise the environmental impact of all its activities, including those carried out under contract. The future contractor will, therefore, be requested to consider the EEA environmental management

guidelines in the implementation of the contract, in particular, those relating to business travel/electronic means of communication, paper and energy consumption. Further information on the EMAS system can be found on the EEA homepage:

<http://www.eea.europa.eu/documents/emas>.

Moreover, it is strongly recommended that tenders are submitted in an environmentally friendly way, e.g., by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the technical specifications (no additional material) and avoiding plastic folders or binders.

Annexes:

1. Declaration on exclusion criteria
2. Identification sheet
3. Examples of INSPIRE data themes to be addressed
4. EEA geospatial data requirements – status December 2008