

## **Call for offers for the consultancy services “Survey on environmental responsibility of small and medium enterprises (SME), Call 2”**

**in scope of the LIFE project “Baltic pilot cases on reduction of emissions by substitution of hazardous chemicals and resource efficiency” (LIFE Fit for REACH), Nr. LIFE14 ENV/LV/000174).**

### **1 Title of the Contract**

Survey on environmental responsibility of small and medium enterprises (SME) in Estonia, Latvia and Lithuania

### **2 Purpose and context of the Contract**

The purpose of this call is to award a contract for the provision of services as described in Annex A.1 Technical Specifications. The contract will be made with the service provider with the most **economically advantageous** offer.

### **3 Subject of Contract**

We are looking for services implementing survey on the environmental responsibility among SME in the Baltic States. This Call for offers is divided in 3 lots:

- Survey of Latvian enterprises
- Survey of Estonian enterprises
- Survey of Lithuanian enterprises.

The offers shall be submitted to each lot separately.

### **4 Technical Specifications**

The Technical specifications are outlined in the Annex I.

### **5 Starting of the Contract and duration**

The Contract resulting from the present call shall enter into force in the date on which it is signed by the Contractor, expected date 25 April 2018. Survey of Baltic SME is implemented during May-June 2018. Final results are submitted to Contracting Authority by June 20, 2018.

### **6 Participation in the Call for offers**

Participation in this call is open on equal terms to all legal Persons complying with selection criteria.

## **7 Volume of the Contract**

The volume of the Contract for each lot shall not exceed 6 200,00 euro (excluding VAT). Prices shall be expressed in euro (excluding VAT). Prices shall be fixed and not subject to revision. The Contracting Authority shall not reimburse expenses incurred in preparing and submitting offers.

## **8 Place of performance**

The place of performance of the tasks shall be the premises of the service provider.

## **9 Date and place of opening of the Call for offers**

Call will be opened at 4 April 2018. The proposals shall be submitted by e-mail (info(at)ekodizains.org) by 18 April 2018.

## **10 Evaluation of the offers**

The offer shall include (see Template, Annex II)

- 1) price offer (excluding) VAT according to Technical specification,
- 2) documents providing information needed for the evaluation of offer as announced hereto.

The evaluation team of this “Call for offers” will consist of representatives from 3 organisations - partners of the LIFE Fit for REACH project – Ecodesign Competence Centre (Latvia), Baltic Environmental Forum - Lithuania and Baltic Environmental Forum - Estonia (more information about the project (<http://fitreach.eu>)).

## **11 Selection criteria**

Service providers will be selected if they can prove that they have technical and professional capacity:

1. Main experts have masters or bachelor degree in sociological research or related areas e.g. humanities, psychology, anthropology, economics, politics (CVs of the person or persons responsible for providing the services must provide information on education, work experience, language skills).
2. Main experts have participated in similar studies e.g. surveys on environmental attitudes (proof shall be submitted e.g. references with contacts).
3. Main experts are able to work in English language (responses of SME shall be translated in English).

## 12 Award Criteria

The most economically advantageous offer will be awarded with the contract.

Offers will be evaluated on the basis of the following award criteria:

Name of criterion	Explanation of criterion	Value
Price, CP	Price per documented and translated response (80% of questions answered)	5 p
Experience, E	Experience in surveys <ul style="list-style-type: none"><li>Behaviour of enterprises (proof shall be submitted e.g. references with contacts)</li></ul>	5 p

Value of criterion "Price" will be calculated as follows:

$$CPx = P_{min} / P_x * 5$$

$P_x$  - Price offered by current bidder in evaluation, Euro

$P_{min}$  - smallest price offered by bidders of this call for offers, Euro.

$CPx$  - points given to the current bidder.

## 13 Contracting parties

The contracting parties (Contracting Authorities) for this consultancy service are Ecodesign Competence Centre (Latvia), Baltic Environmental Forum Lithuania and Baltic Environmental Forum Estonia.

## 14 Contacts:

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Ecodesign Competence Centre

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## Technical specifications for Consulting services for survey on environmental responsibility of SME enterprises

In each country we plan to receive documented responses (answering 80% of questions) from ca. 50 - 100 SME according to the Methodological Framework (see link here [goo.gl/G7ouQv](http://goo.gl/G7ouQv)).

1. Service provider shall translate the questionnaire included into Methodological Framework into national language according (see link here [goo.gl/G7ouQv](http://goo.gl/G7ouQv)) and agree on it with the Contracting Authority.
2. Service provider shall develop list of SME to be included in the survey according to the Methodological Framework (including direct interviews) and agree on it with the Contracting Authority.
3. Prior to interviews the interviewers receive instruction from the experts appointed by Contracting Authority on the agreed date.
4. The Service provider shall gather responses from agreed number of SME according to the Methodological Framework, translate them into English and submit documented interviews in English and original language to the experts appointed by Contracting Authority by June 20.
5. The Volume of the Contract is calculated from number of the documented responses multiplied with price per one documented response as stated in the offer.

### Terminology used:

The environmental aspect of corporate social responsibility or so called **Corporate Environmental Responsibility (CER)** is defined as the duty to abstain, reduce and cover the environmental implications of the company's operations, products and facilities; eliminate waste and emissions; maximize the efficiency and productivity of its resources; and minimize practices that might adversely affect the enjoyment of the country's resources by future generations.

A **corporate identity** or **corporate image** is the manner which a corporation, firm or business presents themselves to the public (such as customers and investors as well as employees). Corporate identity is a primary goal of the corporate communications, for the purpose to maintain and build the identity to accord with and facilitate the corporate business objectives. The corporate identity is typically visualized by way of branding and the use of trademarks, but it can also include things like product design, advertising, public relations etc.

**Environmental claim:** the expressions "environmental claims" or "green claims" refer to the practice of suggesting or otherwise creating the impression (in the context of a commercial communication, marketing or advertising) that a product or a service, is environmentally friendly (i.e. it has a positive impact on the environment) or is less damaging to the environment than competing goods or services.

**Hazardous substances** refer to substances, which are classified as toxic or harmful to human health or environment, very persistent and very bioaccumulative.

**SME** -the category of micro, small and medium-sized enterprises (**SME**) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding 50 million euro, and/or an annual balance sheet total not exceeding 43 million euro.

[Template]

**Call for offers Nr. CO - 01-04-2018 for the consultancy services “Survey on environmental responsibility of small and medium enterprises (SME), Call 2”**

[Place, Date] .....

Name of the bidder:	
Requisite:	
Contactperson: (name, position, e-mail, phone)	

Herewith we apply to call for offers “**Survey on environmental responsibility of small and medium enterprises (SME), Call 2**” and hereby certify that:

- 1) the requirements of the technical specification are understandable and the services will be fulfilled;
- 3) the services will be completed within the specified time limits;
- 4) after the expiry of the deadline for submission of applications, our application will not be amended;
- 5) our main experts are able to work in English inc. submission of reports;
- 6) we confirm that all the information provided in the offer is true.

The price of the one documented response (without VAT):	
Names of the main expert (s):	
References from 2 previous works (name of organisation, contact person, phone, e-mail):	

Please, find attached:

- Draft outline of the research (2 pages or more)
- CV of the main experts

Signature \_\_\_\_\_

Name, Surname: \_\_\_\_\_

Position: \_\_\_\_\_

## Draft contract with the service provider

## PROCUREMENT CONTRACT xxxx

Riga

xxxxxx 2018

**Society “Ecodesign Competence Centre”**, registration No 40008203350, represented by Jana Simanovska, acting in accordance with the articles of association (hereinafter referred to as the Contracting Authority 1), or

**MTÜ Balti Keskkonnafoorum**, registration No **80191103**, represented by member of the board Kai Klein, acting in accordance with the articles of association (hereinafter referred to as the Contracting Authority 2), or

**Baltic Environmental Forum- Lithuania**, registration No **110090837**, represented by head of administration Rita Jonkuvienė, acting in accordance with the 02/01/2018 order no. V-166 by the director (hereinafter referred to as the Contracting Authority 3), and

and

..... acting in accordance with the articles of association (hereinafter referred to as the Contractor),, all collectively hereinafter referred to as the Parties, while each individually – the Party, pursuant to decision No .... (.....) of the commission for the Contracting Authorities tender No ..... „Call for offers Nr. **CA-01-04-2018** for the consultancy services “Survey on environmental responsibility of small and medium enterprises (SME) in scope of the project “Baltic pilot cases on reduction of emissions by substitution of hazardous chemicals and recourse efficiency”, **Fit for REACH, No.LIFE14ENV/LV/000174**, which is financially supported by the European Commission.

enter into the following contract (hereinafter referred to as the Contract):

### 1. Subject Matter of the Contract

1.1. The Contracting Authorities orders, and the Contractor undertakes to provide expert services in accordance with the Technical Specification (Annex 1), Contractor’s Bid (Annex 2), and provisions of the Contract (hereinafter referred to as the Service).

1.2. The Contract consists of the following components, which shall be deemed to be integral parts of the Contract:

- 1.2.1. present Contract;
- 1.2.2. Annex 1 – Technical Specification;
- 1.2.3. Annex 2 – Contractor’s Bid.

1.3. In case of any discrepancies or contradictions among the foregoing documents, the priority is set in the sequences as they are listed in Clause 1.2 of the Contract.

## **2. Contract Price and Payment Procedure**

2.1. The contract price for performance of the Service shall be ..... Euro (..... Euro) excluding the value added tax (VAT) per one documented response, the number of documented responses shall be agreed according to the Technical Specification (50-100 documented responses in each country). The value added tax shall be calculated, specified in the invoices and paid pursuant to the relevant effective laws and regulations (hereinafter referred to as the Contract Amount).

2.2. The Contract Amount shall include all costs pertaining to performance of the Service.

2.3. The payment to the Contractor shall be made pursuant to the following procedure:

2.3.1. No advance payments or interim payments are intended;

2.3.2. The Contract Amount shall be after the task is fulfilled and the results are agreed.

2.4. The Service performed in poor quality or in breach of the provisions of the Contract shall not be accepted and paid for until elimination of the deficiencies and acceptance of the Service.

2.5. The payment for the Services rendered shall be made by the respective Contracting Authority by a wire transfer to the bank account specified in the Contractor's invoice.

2.6. The date of the bank's note on the Contracting Authority payment order shall be deemed to be the time of payment.

2.7. The date when the Contractor's invoice is registered with the records of the Contracting Authority shall be deemed to be the time of receipt of the invoice.

## **3. Rights and Obligations of the Parties**

**3.1. The Contractor shall have a right:**

3.1.1. to consult the Contracting Authority's contact person on unclear issues related to performance of the Service;

3.1.2. to receive a compensation for the Service rendered under the procedure set out in the Contract after signing of the statement of conveyance of the Service.

**3.2. The Contractor shall be under an obligation:**

3.2.1. to provide the Service with due care, professionally and in line with the Contract, in compliance with the laws and regulations of the Republic of Latvia;

3.2.2. to comply with requirements and instructions given by the Contracting Authority;



- 3.2.3. to procure use of the information obtained for performance of the Service in line with the freedom of information laws and regulations. During performance of the Contract the Contractor is prohibited from using of any information obtained in writing or orally from the Contracting Authorities, or third parties and pecuniary and nonpecuniary values created, without prior written consent of the Contracting Authorities, for the purposes not related to performance of the Service, from using for commercial purposes, publishing, disclosing to third parties, reproducing thereof, or performing any other activities not related to performance of the Service. In cases when the Contractor has obtained the written consent of the Contracting Authority for use of the information, the Contracting Authority reserves the right to revoke such consent by notifying the Contractor thereof in a timely manner;
- 3.2.4. upon a request of the Contracting Authority, no later than within 3 (three) business days, to provide information about the course of performance of the Service, as well as, upon the Contracting Authority's request, take part in meetings arranged by the Contracting Authority;
- 3.2.5. to eliminate all inaccuracies in the provided Service established by the Contracting Authority, if the Contracting Authority has pointed them out;
- 3.2.6. to promptly notify the Contracting Authority about circumstances that might have an impact on the quality, timelines, or contract price of the Contract, and provide assessment of the impact on performance of the Contract.

**3.3. The Contracting Authority shall have a right:**

- 3.3.1. to request and receive, no later than within 3 (three) business days, an information from the Contractor about the course of performance of the Service;
- 3.3.2. no more frequently than once a week, to invite the Contractor to provide information about the course of performance of the Service at a meeting in person for a purpose to establish the progress in performance of the Service and specify further course of action, as well as discuss unclear issues;
- 3.3.3. to request from the Contractor to invite, no later than within 3 (three) business days, the experts, on whose competence the Contractor relies, to attend the meeting. In such case the Contractor shall be obliged to procure attendance of the experts;

3.3.4. not to approve the Service rendered by the Contractor and not to sign the statement of conveyance, if inaccuracies or errors are discovered in the Service, which could be eliminated. All discovered inaccuracies or errors shall be noted by the Contracting Authority in writing.

3.4. **The Contracting Authority is under an obligation**, upon the Contractor's request, or at its own discretion, to provide the Contractor with all information at disposal of the Contracting Authority, which is necessary for performance of the Service and which is not contradictory to the limitations in use of the documents set out in laws and regulations, as well as security requirements in the relevant sectors.

3.5. **The Contracting Authority shall be under an obligation** to perform payment of the Contract Amount under the procedure and in the amount set forth by the Contract, if all Parties have signed the statement of conveyance in respect to performance of the Service, and the Contracting authorities has received the invoice from the Contractor.

3.7. The execution language (correspondence between the Contracting Authority and the Contractor, documents submitted, minutes of the meetings) of the Contract shall be English.

#### **4. Term and Termination of the Contract**

4.1. The Contract shall come into effect as of the day when signed by all Parties and shall be valid until complete performance of the obligations of the Parties.

4.2. The Contractor shall provide the Service within following deadline:

20 June, 2018

4.3. The validity of the Contract may be terminated upon a written agreement of the Parties thereon, or under the procedure set out in the Contract.

4.4. The Contracting Authorities are entitled to terminate the Contract by sending a written notice to the Contractor, if at least one of the following events has occurred:

4.4.1. The Contractor fails to comply with any deadlines for performance of the Service set forth in the Contract and/or its annexes, and provided the delay of the Contractor has lasted at least 30 (thirty) days;

4.4.2. The Contractor fails to perform other commitments or obligations set out in the Contract, and provided the Contractor has failed to eliminate such default within 10 (ten) days as of receipt of a relevant written notice of the Contracting Authorities;

4.4.3. The amount of contractual penalties imposed on the Contractor has reached 10 (ten) per cent of the Contract Amount;

4.4.4. The Contractor is announced insolvent, legal protection (composition) proceedings are initiated, or liquidation of the Contractor is commenced;

4.4.5. It is established that the Contractor or any of the Contractor's personnel, representative, or subcontractors is involved in business relations that create a conflict of interest in respect of performance of the Contract.

4.5. Upon terminating the Contract under Clause 4.3 or 4.4 of the Contract, the Parties shall draw up and mutually sign a separate statement about scope and value of the Service actually performed. Upon drawing up the statement, the Parties shall consider quality of the performed Service. The Contracting authorities shall pay to the Contractor for the Service rendered in accordance with provisions of the Contract based on the statement properly drawn up and signed by all Parties. Upon making the payment, the Contracting authorities is entitled to deduct the calculated contractual penalty and/or damages. The Parties shall mutually settle accounts in the event referred to in this clause within 30 (thirty) days as of the signing of the statement referred to in this clause by all Parties.

## **5. Procedure for Acceptance of the Service**

5.1. The Contractor shall deliver the Service in line with the requirements set out in the Technical Specification and timelines prescribed by the Contract.

5.2. The Contractor shall deliver the deliverable created within the scope of the Service to the Contracting Authority in a form of an electronic document s in the English language.

5.3. Upon delivering the deliverable to the Contracting Authority, the Contractor shall enclose the statement of conveyance signed on its part. The statement of conveyance shall be delivered in three counterparts.

5.4. The Contracting Authority shall evaluate the deliverable prepared and delivered by the Contractor, and, if the Contracting Authority approves it, the Contracting Authority sign the statement of conveyance.

5.5. If the Contracting Authority does not approve the deliverable developed within the scope of the Service, the Contracting Authority shall submit a written motivation of such actions to the Contractor and request elimination of the specific inaccuracies or errors establishing a deadline for elimination of the inaccuracies or errors, which will not be shorter than 3 (three) and longer than 10 (ten) business days in any event. In such case the statement of conveyance shall be signed after elimination of all inaccuracies or errors.

5.6. After signing of the statement of conveyance by Contractor and Contracting Authority, the Contractor shall issue an invoice to the Contracting Authority to according to provisions in the Article 2.3. The Contracting Authorities shall not pay the invoices, which are submitted before signing of the statement of conveyance by Contracting Authority.

5.7. xxx on the Contracting Authority's part, while ..... on the Contractor's part are authorized to sign the statements of conveyance of the Service.

## **6. Liability of the Parties**

6.1. The Contractor shall pay a contractual penalty at the rate of 0.5% of the Contract Amount for each day of delay while no more than 10% of the Contract Amount for each

noncompliance with the timelines for performance of the Service referred to in the Contract and/or its annexes, including the deadline for elimination of the deficiencies and other timelines set out in the Contract and/or its annexes. The Contracting authorities shall be entitled to withhold the contractual penalty through reducing the payment due to the Contractor by the amount of the contractual penalty.

6.2. The Contracting authorities shall pay a contractual penalty to the Contractor at the rate of 0.5% of the outstanding amount for each day of delay while no more than 10% of the outstanding amount for noncompliance with the due dates of payment established in the Contract.

6.3. Payment of the contractual penalty set out in Clause 6.1 and 6.2 of the Contract shall not release the Parties of performance of the obligations.

6.4. The Contractor shall be liable and cover all damages of the Contracting Authority and/or resulting from actions and/or omissions of the Contractor's employees, subcontractors and/or representatives.

#### **7. Contact Persons of the Parties**

7.1. The contact person of the Contracting Authority during performance of the Contract shall be

7.2. The contact person of the Contractor during performance of the Contract shall be 7.3. The Party shall notify the other Parties about any changes in the information referred to in Clause 7.1, and 7.2 of the Contract electronically, within one business day.

#### **8. The Personnel and Contractors involved in Performance of the Contract**

8.1. The Contractor is entitled to make replacement of the personnel and subcontractors as well as hiring of additional personnel and subcontractors for performance of the Contract, save for the cases prescribed by Clauses 8.2 and 8.4 of the Contract, without obtaining prior approval of the Contracting authorities and the Contracting Authority.

8.2. The personnel involved by the Contractor in performance of the Contract, of whom it has provided information to the Contracting authorities and the Contracting Authority and whose qualification's conformity to the set requirements has been evaluated by the Contracting authorities and the Contracting Authority, as well as the subcontractors, on whose capacities the Contracting Authority have relied during the procurement procedure in order to confirm conformity of its qualification with the requirements established in the contract notice and procurement documents, may be replaced only upon a written approval of the the Contracting Authorities in view of conditions outlined in Clause 8.3 of the Contract.

8.3. The Contracting Authority does not approve replacement of the personnel and/or subcontractors involved in performance of the Contract, if any of the following conditions exists:

8.3.1. The personnel or the subcontractor proposed by the Contractor does not conform to those requirements set in the contract notice

and the procurement documents, which pertain to the supplier's personnel or subcontractors;

8.3.2. The subcontractor, on whose capacities the Contractor has relied on to confirm conformity of its qualification with the requirements set in the contract notice and the procurement documents, is being replaced, and the proposed subcontractor does not have at least the qualification that the Contractor has referred to upon confirming its conformity to the requirements set out in the procurement procedure.

8.4. The Contracting Authority shall adopt a decision to approve or reject replacement of the Contractor's personnel or subcontractors and hiring of new subcontractors for performance of the Contract as soon as possible while no later than within five business days after it has received all information and documents necessary for adoption of the decision.

8.5. The Contractor shall be liable for the work of the subcontractors, as well as settle accounts for it.

8.6. The Contractor shall provide its personnel with equipment and support necessary for effective performance of the duties assigned to them.

## **9. Force Majeure**

9.1. The Parties are released of the liability for default on obligations of the Contract, if it is caused by force majeure events that the Parties were unable to predict, control or prevent and occurrence of which is not fault of the Parties, and whose impact has begun after the mutual signing of the Contract. Natural disasters, fires, warfare, civil unrest, riot, strikes, epidemics, embargo, power supply restrictions, government decrees and other circumstances beyond control of the Parties shall be defined as force majeure events.

9.2. Default or untimely performance of the obligations of subcontractors and other parties involved shall not be recognized to be a force majeure event.

9.3. The Party suffering from the force majeure event is under an obligation to immediately notify other Parties about occurrence of the force majeure event and after cessation of the force majeure event.

9.4. If performance of the Contract is delayed for more than two months due to the force majeure event, any of the Parties shall have a right to terminate the Contract. If the Contract is terminated in such an event, none of the Parties shall have a right to claim indemnity of damages from other Parties.

## **10. Intellectual Property and Copyright**

10.1. The Contracting Authority shall have the title to the Service, all materials used, templates and documents related to the Service.

10.2. The materials developed as a result of the performance of the Service and copyright to them shall be the property of the Contracting Authority.

10.3. If a valuable is created in the course of performance of the Service, which can be considered to be an object of copyright, as of the moment of signing of the statement of conveyance of the Service the Contractor shall transfer to the Contracting Authority, without additional consideration, all economic rights of an author stipulated in Article 15 of the Copyright Act of the Republic of Latvia. The consideration referred to in the present clause for the economic right of the author is included in the Contract Amount.

## **11. Final Provisions**

11.1. The obligations and rights not included in the Contract shall be governed in accordance with laws and regulations of the Republic of Latvia.

11.2. As this contract is concluded in a project co-financed by the EC LIFE instrument the LIFE General conditions are binding to both contracting parties, especially Articles II.3, II.4, II.5, II.8 and II.27 are of concern for the subcontractor (LIFE General conditions see Annex I of the model grant agreement, at:

[http://ec.europa.eu/environment/life/toolkit/pmtools/life2014\\_2020/documents/2014grant\\_agreement.pdf](http://ec.europa.eu/environment/life/toolkit/pmtools/life2014_2020/documents/2014grant_agreement.pdf)

11.3. Provisions of the Contract may be amended upon written agreement of the Parties thereon.

11.4. If any of the clauses of the Contract is invalidated or contradictory to promulgated new laws and regulations, it shall not affect validity of the remaining clauses. If necessary, the clauses of the Contract shall be amended pursuant to the effective laws and regulations for the purpose to perform the commitments set out in the Contract.

11.5. All annexes, agreements, supplements and amendments to the Contract shall become an integral part of the Contract when signed by all Parties.

11.6. All disputes that have arisen among the Parties in the course of performance of the Contract shall be resolved in negotiations. If no settlement is reached, the disputes that have arisen among the Parties in the course of performance of the Contract shall be resolved in a court under the procedure established by laws and regulations of the Republic of Latvia.

11.7. The Contract is drawn up in 2 (four) counterparts, on xx (xxxx) pages each. All counterparts have equal legal effect. One counterpart of the Contract shall be delivered to the Contractor, the other – to the Contracting Authority 1.

## **12. Details and Signatures of the Parties**