



**INVITATION TO TENDER No. ENER/C1/2015-438/4  
Concerning**

**"Technical assistance concerning the reporting requirement of the European Commission on biofuels and other renewable fuels stemming from the Directive (EU) 2015/1513 as regards the measures aiming to address the ILUC impacts of the EU biofuel policy."**

**CORRIGENDUM No. 1**

**INSTEAD OF**

**In the tender specifications:**

[original text]

- Task 3 Technical support to the Commission with answering questions in relation to ILUC science and a stakeholders' workshop for information on and analysis of the ILUC research (subject of an agreement with the Commission)

Continued technical support to the European Commission with answering questions in relation to ILUC research will be necessary during the duration of the tasks and after the submission of the final report.

A workshop on ILUC research developments and discussion on the latest best available scientific evidence might potentially be necessary. If required by the European Commission, it could be organised in the premises of the European Commission with the objective to provide information on the state of play in the ILUC research and to discuss the most recent ILUC research results with relevance for the EU biofuel policy.

Inter alia, a discussion with regard to the key assumptions influencing the results from modelling of the ILUC emissions association with the production of biofuels and bioliquids in the EU, including measured trends in agriculture yields and productivity, co-product allocation and observed global land-use change and deforestation rates, and the possible impact of EU policies, such as environment, climate and agriculture policies should be prepared.

**1.1. Reports and documents to produce – Timetable to observe**

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractors are deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

The contractor will deliver a literature review and systematic overview of available results of ILUC research and the available scientific evidence together with a draft progress report indicating the next steps at the latest 3 months after the date of signature of the contract. The Commission will have 15 days to provide the Contractor with its comments.

The contractor will deliver an analysis of the best available scientific ILUC research and scientific evidence, key assumptions and uncertainties influencing the ILUC modelling results indicating the next steps at the latest 6 months after the date of signature of the contract. The Commission will have 15 days to provide the Contractor with its comments.

A draft final study report shall be submitted to the Commission at the latest 8 months after the contract was signed. The Commission will have 15 days to provide the Contractor with its comments.

Final output and deliverable: The contractor will deliver a final report and a Powerpoint presentation summarising the study.

The contractor will submit the final study report to the Commission at the latest 9 months after the signature of the contract.

Details on deliverables: The final report will be delivered in English, 3 paper copies and as word-document file.

A **kick-off meeting** will take place in Brussels, at the latest 10 days following the signature of the contract, in order to settle all the details of the study, report, etc. to be undertaken.

A progress meeting will be held in Brussels following the submission of the intermediate draft deliverables.

Following the submission of the draft final study report, a meeting will be organised in Brussels to discuss the Commission's observation. The exact date will be agreed upon with the Contractor.

## **1.2. Duration of the tasks**

The duration of the tasks shall not exceed 9 months. This period is calculated in calendar days.

## **PLEASE READ**

### **In the tender specifications:**

[new text]

- Task 3 Technical support to the Commission with answering questions in relation to ILUC science and a stakeholders' workshop for information on and analysis of the ILUC research (subject of an agreement with the Commission)

**The Task 3 consists of two sub-tasks:**

**1) Task 3.1: Continued technical support, throughout the whole duration of the contract, to the European Commission with answering questions in relation to ILUC research.**

Answering the questions will take place at *ad hoc* basis, but the Contractor can expect more questions from the Commission in the first six months after the signature of the contract, and can plan the allocation of resources accordingly.

Answering the questions will take place by e-mail, telephone or videoconference. If so requested by the Commission, the Contractor must submit the agreed answer / explanation by e-mail in one week after the request.

**2) Task 3.2: An optional *workshop on ILUC research developments and discussion on the latest best available scientific evidence*. If the workshop is required by the European Commission, it shall be organised in the premises of the European Commission with the objective to provide information on the state of play in the ILUC research and to discuss the most recent ILUC research results with relevance for the EU biofuel policy.**

The main tasks of the contractor as regards of the workshop, is to compose the agenda, and to identify the stakeholders and speakers and to invite them: all three tasks to be elaborated in cooperation with and agreed by the Commission.

The workshop, if needed, will take place in no later than 11 months after the signature of the contract. The Commission will inform the contractor at least 6 weeks before the intended date of the workshop.

The tenderers must include the tasks related to the workshop to their technical offers, and the cost of the workshop must be covered by the financial offers.

Both sub-tasks cover, inter alia, a discussion with regard to the key assumptions influencing the results from modelling of the ILUC emissions association with the production of biofuels and bioliquids in the EU, including measured trends in agriculture yields and productivity, co-product allocation and observed global land-use change and deforestation rates, and the possible impact of EU policies, such as environment, climate and agriculture policies should be prepared.

### **1.3. Reports and documents to produce – Timetable to observe**

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractors are deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

The contractor will deliver a literature review and systematic overview of available results of ILUC research and the available scientific evidence (**covering Task 1**) together with a draft

progress report indicating the next steps, at the latest 3 months after the date of signature of the contract.

The contractor will deliver an analysis of the best available scientific ILUC research and scientific evidence, key assumptions and uncertainties influencing the ILUC modelling results (**covering Task 2**) indicating the next steps at the latest 6 months after the date of signature of the contract.

**Upon approval by the Commission of the interim reports to be submitted after 3 and 6 months after the signature of the contract, the Contractor will be entitled to interim payment of 50% of the price agreed in the contract.**

A draft final study report shall be submitted to the Commission at the latest 8 months after the contract was signed.

**The report will consist of final deliverables for Task 1 and Task 2, and additional clarifications, explanations and analysis, based on the consultations with the Commission and with the stakeholders as far as carried out after the submission of the interim reports.**

For each of the three (draft) reports, the Commission will have 15 days to provide the Contractor with its comments.

Final output and deliverable: The contractor will deliver the final report, taking into account the Commission's comments, and a Powerpoint presentation summarising the study at the latest 11 months after the signature of the contract.

**Upon the approval of the Commission of the final report, the Contractor's work on sub-task 3.1 (all questions answered in time and in a manner (e.g. by e-mail) as requested by the Commission, and in a relevant and comprehensive manner, confirmation), and, if applicable, the organisation of the workshop, the Contractor will receive the final payment of 50% of the price agreed in the contract.**

Details on deliverables: The final report will be delivered in English, 3 paper copies and as word-document file.

A **kick-off meeting** will take place in Brussels, at the latest 10 days following the signature of the contract, in order to settle all the details of the study, report, etc. to be undertaken.

A progress meeting will be held in Brussels following the submission of the intermediate draft deliverables.

Following the submission of the draft final study report, a meeting will be organised in Brussels to discuss the Commission's observation. The exact date will be agreed upon with the Contractor.

#### **1.4. Duration of the tasks**

**The duration of the tasks shall not exceed 12 months.** This period is calculated in calendar days.

## **INSTEAD OF**

### **In the draft contract:**

[original text]

**Article: I.2.3** The duration of the execution of the tasks shall not exceed 9 months. Unless otherwise specified, all periods specified in the contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the contract.

#### **Article I.4.1: Interim payment**

The contractor shall submit an invoice for an interim payment of EUR [*amount in figures and in words*] equal to 30% of the total amount referred to in Article I.3.1.

Invoices for interim payment shall be accompanied by a progress report or any other document in accordance with the tender specifications. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 15 days in which to submit additional information or corrections or a new progress report or documents if required by the contracting authority.

#### **Article I.4.2 Payment of the balance**

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by a final progress report or/and any other document in accordance with the tender specifications. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 15 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

## **PLEASE READ**

### **In the draft contract:**

[new text]

**Article I.2.3** **The duration of the execution of the tasks shall not exceed 12 months.** Unless otherwise specified, all periods specified in the contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the contract.

#### **Article I.4.1: Interim payment**

The contractor shall submit an invoice for an interim payment of EUR **equal to 50%** of the total amount referred to in Article I.3.1.

Invoice for interim payment shall be accompanied by the second interim progress report in accordance with the tender specifications. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 15 days in which to submit additional information or corrections or a new progress report or documents if required by the contracting authority.

#### **I.4.2 Payment of the balance**

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied **by a final progress report and the final payment is also preconditioned on the approval of other deliverables (answers to the questions and, if applicable, organisation of the workshop) in accordance with the tender specifications.** The contracting authority shall make the payment within **90** days from receipt of the invoice. The contractor shall have 15 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.