

## **CALL FOR TENDERS**

**ENER/C3/2015-619**

**concerning**

**Single framework contracts for the provision of:**

- Lot 1: Preparatory studies and related technical assistance on ecodesign, energy labelling, tyre labelling and Energy Star**
  
- Lot 2: Review studies and related technical assistance on ecodesign, energy labelling, tyre labelling and Energy Star**
  
- Lot 3: Technical assistance to the Commission in performing its tasks on ecodesign, energy labelling, tyre labelling and Energy Star**

## **TENDER SPECIFICATIONS**

## TABLE OF CONTENTS

1	INFORMATION ON TENDERING.....	3
1.1	Participation.....	3
1.2	Contractual conditions.....	3
1.3	Joint tenders.....	3
1.4	Subcontracting.....	4
1.5	Content of the tender.....	4
1.6	Identification of the tenderer: legal capacity and status.....	4
2	EVALUATION AND AWARD.....	5
2.1	Evaluation steps.....	5
2.2	Exclusion criteria.....	5
2.3	Selection criteria.....	6
2.4	Award criteria for the framework contract.....	8
2.5	Technical offer.....	9
2.6	Financial offer.....	9
2.7	Award of specific contracts.....	10
3	TECHNICAL SPECIFICATIONS.....	10
3.1	Introduction.....	10
3.2	Purpose of the framework contract.....	12
3.3	Description of services.....	12
4	TERMS OF THE FRAMEWORK CONTRACT.....	17
4.1	Estimate of the amount of work involved.....	17
4.2	Duration of the framework contracts.....	17
4.3	Deliverables to be submitted – Timetable to observe.....	17
4.4	Changes in the team.....	18
4.5	Terms of payment.....	19
4.6	Conflict of interests and confidentiality.....	19
5	ANNEXES.....	19

# 1 INFORMATION ON TENDERING

## 1.1 Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement<sup>1</sup> concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

**Tenderers can bid for one or several lots by separate tenders.**

**For each of the three lots a "Single Framework Contract" will be concluded with the best ranked tenderer.**

A "Framework contract with one organisation" means a situation whereby a framework contract is concluded between the Commission and the selected tenderer, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during their period of validity and govern commercial relations between the Commission and the Contractor. The terms of the framework contract are described in chapter 4 of these tender specifications.

## 1.2 Contractual conditions

The tenderer should bear in mind the provisions of the draft framework contract (Annex 4) which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

## 1.3 Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint liability towards the Contracting Authority for the performance of the contract as a whole.

These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

The tenderers should indicate in their offer whether the partnership takes the form of:

---

<sup>1</sup> See [http://www.wto.org/english/tratop\\_e/gproc\\_e/gp\\_gpa\\_e.htm](http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm)

a. a new or existing legal entity which will sign the contract with the Commission in case of award

or

b. a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

#### **1.4 Subcontracting**

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

#### **1.5 Content of the tender**

The tenders must be presented in one original version in one of the official languages of the European Union as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Declaration of honour on exclusion criteria and absence of conflict of interest (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

and four separate copies of part D.

A copy of the offer (all parts) on a CD/DVD/USB stick has also to be submitted.

#### **1.6 Identification of the tenderer: legal capacity and status**

a. The tenderer identification form in **Annex 1** shall be filled in and signed by:

- The tenderer (including any member of a consortium or grouping)
- subcontractor(s) whose share of the work is expected to represent more than 20% for some specific contracts.

- b. In order to prove their legal capacity and their status, all tenderers (including any member of a consortium or grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)
- Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.
- c. If it has not been included with the Legal Entity Form, tenderers must provide the following information
- For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
  - For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.
- d. The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting** documents. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

## 2 EVALUATION AND AWARD

### 2.1 Evaluation steps

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- (2) Selection of tenderers on the basis of selection criteria
- (3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

For the first two steps, only tenders meeting all applicable requirements and criteria shall advance to the next step.

### 2.2 Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of some specific contracts under the framework contract is expected to be above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender. In case of doubt on this declaration on honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

## **2.3 Selection criteria**

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

### **2.3.1 Economic and financial capacity criteria and evidence**

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium) must comply with the following criteria:

- The tenderer (or, for a consortium, total turnover of its members) must have an average annual turnover for the last three years for which the accounts are closed of at least half of the amount mentioned under section 4.1. If the tenderer submits an offer for several lots, the requirements are cumulative.

The following evidence should be provided:

- Copy of the profit & loss account for the last three years for which accounts have been closed.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

### **2.3.2 Technical and professional capacity criteria and evidence**

#### **a. Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all tenderers) must comply with the following criteria:

#### **FOR EACH LOT:**

- 1) The tenderer shall have successfully completed, as contractor, at least 3 studies in the field(s) related to the lot(s) concerned, in the past 3 years, representing together a total budget of at least 200.000 €

- 2) The tenderer must prove experience of working in English with at least 5 projects delivered in the last three years showing the necessary language coverage.
- 3) The tenderer must prove experience, with projects delivered in the last three years, in: data collection, policy and legislation analysis, modelling and statistical analysis, economic and technical analysis, elaboration of questionnaires, surveying techniques and capabilities to use state-of-the-art information technologies, and drafting reports and recommendations.
- 4) The tenderer must have experience in organising workshops and stakeholders consultations, within or outside the EU, as demonstrated by at least 2 such events in the past 3 years.

**b. Criteria relating to the team delivering the service:**

**FOR EACH LOT:**

The applicant must provide evidence of employing directly or being readily capable of constituting a team of experts capable of carrying out in a professional and timely manner the kind of tasks requested under the Framework contract. The tenderer must be able and have sufficient resources to carry out several assignments in parallel.

The tenderer shall propose a team of *minimum* 10 experts with very good drafting and communication skills in English. The team must be composed of members having, as the minimum, the following qualifications:

- At least 2 senior staff members with at least 8 years of professional experience in project management including overseeing project delivery, quality control of delivered services, client orientation and conflict resolution experience in projects of a value of over 100.000 EUR, and experience in management of a team of at least 5 people. Senior staff shall have good communication and drafting skills in English, and proven experience the fields of environmental impacts of products, ecodesign, energy labelling, standardisation, structure and functioning of the relevant markets and industrial sectors;
- At least 4 senior staff members with at least 8 years of experience in relevant engineering or technical fields;
- At least 4 junior (qualified) experts with relevant economic, engineering, legal or technical education (university, post-graduate level) having at least 3 years of experience in conducting legal, regulatory, technical and economic analysis.

A member of the team can match and fulfil multiple profiles but the team shall include minimum 10 experts.

**c. Evidence:**

The following evidence should be provided to fulfil the above criteria:

- A list of relevant services provided in the past three years, with sums, dates and recipients, public or private.
- Each expert not employed by the tenderer has to provide a declaration that she/he is willing to participate in the execution of the tasks defined in this framework Contract in the team of the tenderer.

- The tenderer should provide an indication of the in-house available information and of contacts (e.g. with industry associations, participation in specialist networks etc.) allowing easy access to comprehensive information necessary for the tender.
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. CVs shall include his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills Each CV provided should indicate the intended function in the delivery of the service.

## 2.4 Award criteria for the framework contract

The tender will be awarded to the tender offering the best price-quality ratio. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

N°	Award Criteria	Weighting (pts.)
1	<p><b><u>Quality of the proposed methodology of work</u></b></p> <p><b>Fulfilment of the needs, the objective and the scope of the tender specifications</b></p> <p>Quality, effectivity and appropriateness of the proposed approach for undertaking the different tasks defined in the Terms of Reference, including aspects such as but not limited to a methodology to collect and analyse data from stakeholders, evaluate these data appropriately and present the results in a clear and conscious manner. The general description of the proposed approach should then be demonstrated by either an example based on previous experience or a fictive example.</p>	50
2	<p><b><u>Organisation of the work</u></b></p> <p>This criterion will assess the overall framework contract management and work organisation to deliver quality work on time, including:</p> <ul style="list-style-type: none"> <li>• appropriateness and composition of the teams of experts made available for the different types of services that may be requested; mechanisms to cover languages required;</li> <li>• rapid response, timely availability of the specific expertise required;</li> <li>• quality control, mechanism to guarantee continuous service.</li> </ul>	30
3	<p><b><u>Understanding of the required work</u></b></p> <p>Understanding of the objectives of the required work in the context of:</p> <ul style="list-style-type: none"> <li>• the policy environment;</li> <li>• the legislative instruments at hand in the respective policy field;</li> </ul>	20



	<ul style="list-style-type: none"> <li>• socio-economic and technological impacts;</li> <li>• potentially sensitive and diverse political views on the outcome of the required work; and</li> <li>• general and specific impacts on policies and, if relevant, product groups.</li> </ul>	
<b>Total number of points</b>		<b>100</b>

**Tenders must score above 60% for each criterion, and above 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.**

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money.

$$\text{Score for tender A} = \frac{\text{Price of lowest tender}}{\text{Price of tender A}} \times 0.3 + \frac{\text{Total quality score for award criteria for tender A}}{100} \times 0.7$$

The maximum price per person-day will be considered as the financial offer for the tender (as referred to under section 2.6).

**Tenderers can bid for one or several lots by separate tenders.**

## **2.5 Technical offer**

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

## **2.6 Financial offer**

The price for the tender must be quoted in euro. 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 assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

Tenders shall specify one **single maximum price per person-day** whatever the type of service and qualification requested. The person-day price must be a flat rate and include all administrative costs (such as but not limited to backstopping costs, insurance, reports, communication costs, rent for Contractor's facilities) with the exception of travel, daily allowances and accommodation costs. The amount quoted as the maximum price per person-

day will be considered as the financial offer for the purpose of the evaluation of the price element in the award of the framework contract.

The maximum price per person-day shall be **valid for any services offered under a specific contract, but contractors may apply a lower price per person-day** when bidding for a specific contract.

The maximum price per person-day shall be fixed and not subject to revision during the whole duration of the framework Contract.

## **2.7 Award of specific contracts**

Each time the Contracting Authority will request a specific contract an invitation to submit an offer will be sent (by e-mail) to the Contractor. The e-mail will contain a request for services and the related specific terms of reference. Within maximum 15 calendar days, the Contractor will provide the Contracting Authority with a written offer.

Offers must contain:

- a. **A technical part**, detailing the methodology, the composition and skills of the team and the responsible team leader for the specific assignment taking into account the technical award criteria as outlined in the present section
- b. **A financial part**, under the form of a global price ("all inclusive" offer). The composition of the global price shall be provided as follows:
  - The daily rate respecting the maximum price per person-day fixed in the framework contract (can therefore be lower but it cannot be higher) and total number of days (person/days) each member of staff will contribute to the assignment.
  - The total labour cost (= person-day price x total of man-days);
  - other costs, including travel and subsistence costs indicating the nature of the cost, the total amount, the unit price and the quantity.

Request for offers **are only exploratory** and do not imply a commitment for the Commission to assign the service.

For the award of specific contracts, the Commission will assess the compliance of the offer with the specific terms of reference. The Commission may consult in writing the contractor, requesting it to supplement its tender if necessary.

The award of the specific contract will be conditioned by the availability of sufficient funds.

**The Contracting Authority reserves the right to contract services described in this call for tenders outside this framework contract.**

## 3 TECHNICAL SPECIFICATIONS

### 3.1 Introduction

The Ecodesign Directive 2009/125/EC<sup>2</sup>, the Energy Labelling Directive 2010/30/EU<sup>3</sup>, the Tyre Labelling Regulation<sup>4</sup> and the Energy Star Programme<sup>5</sup> are important elements of EU energy efficiency policy.

The Ecodesign Directive establishes a legal framework for the Commission to regulate the environmental characteristics of energy-related products through adopting implementing measures laying down ecodesign requirements. Under the Energy Labelling Directive, the Commission may adopt measures to establish a mandatory labelling scheme for specific energy-related product groups. In performing its tasks the Commission is assisted by a Regulatory Committee and stakeholders represented in the Consultation Forum.

Tyre Labelling legislation provides end-users of vehicles with clear and relevant information about the key characteristics of tyres, and guides them towards choosing a product which is more fuel efficient, has better wet braking and is less noisy. ENERGY STAR is a voluntary labelling program for office equipment (based on an agreement between the USA and the European Union) that identifies and promotes energy efficient products and practices to reduce greenhouse gas emissions<sup>6</sup>.

The European Commission (referred to as "the Commission"), in particular the Directorate-General for Energy (referred to as "DG ENER"), is launching an invitation to tender for services, comprising three lots, with a view to concluding a framework contract with one organisation for each of the lots. Each of the three framework contracts will be valid for a period of one year from its starting date and will be renewed automatically up three times under the same conditions, unless written notification to the contrary is sent.

The contract is divided into the following 3 lots:

---

<sup>2</sup> Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products, OJ L 285 of 31.10.2009, p.10

<sup>3</sup> Directive 2010/30/EU of the European Parliament and of the Council of 19 May 2010 on the indication by labelling and standard product information of the consumption of energy and other resources by energy-related products, OJ L 153 of 18.6.2010, p.1

<sup>4</sup> Regulation (EC) No 1222/2009 of the European Parliament and of the Council with regard to the wet grip grading of tyres, the measurement of rolling resistance and the verification procedure, OJ L 342 of 22.12.2009, p. 46

<sup>5</sup> Commission Decision of 16 June 2009 determining the Community position for a decision of the Management entities under the Agreement between the Government of the United States of America and the European Community on the coordination of energy-efficiency labelling programmes for office equipment on the revision of the computer specifications in Annex C, part VIII, to the Agreement, OJ L 161, 24.06.2009, p.16

<sup>6</sup> More information about the implementation of these policies and measures can be found on: <http://ec.europa.eu/energy/en/topics/energy-efficiency/energy-efficient-products>.

- Lot 1: Preparatory studies and related technical assistance on ecodesign, energy labelling, tyre labelling and Energy Star;
- Lot 2: Review studies and related technical assistance on ecodesign, energy labelling, tyre labelling and Energy Star;
- Lot 3: Technical assistance to the Commission in performing its tasks.

**Tenderers can bid for one or several lots by separate tenders.**

**For each of the three lots a "Single Framework Contract" will be concluded with the best ranked tenderer.**

A "Framework contract with one organisation" means a situation whereby a framework contract is concluded between the Commission and the selected tenderer, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during their period of validity and govern commercial relations between the Commission and the Contractor. The award procedure for the framework contract is described in chapter 2.4. of these tender specifications.

Following the conclusion of the framework contract the Commission may issue requests for services to the Contractor. The Contractor will then provide the Commission with a written offer for the tasks required and a specific contract will then be signed. The specific contract will specify in detail the objectives of the tasks, the meetings/working groups/technical committees to be attended, reporting, organisation and timing. More information about the specific contracts requested under this framework contract can be found in chapter 4.3.

### **3.2 Purpose of the framework contract**

When performing its tasks stemming from the EU legislation and in particular when preparing and adopting new implementing measures and reviewing existing ecodesign and energy labelling regulations, the Commission will be required to collect and to analyse significant amounts of data, and to properly assess complex technical, environmental, economic, legal and social aspects.

The purpose of the framework contracts is to provide at short notice the Contracting Authority with highly qualified external expertise to ensure that all required aspects and impacts will be properly assessed and that all action and notably legislative proposals will be based on the reliable and up-to-date data. The services covered by the tender should provide the Commission with information required to prepare for different phases of policy development, in particular but not limited to reports for the Consultation Forum, the Impact Assessment process, and to support the possible drafting of legislative proposals.

The activities under these framework contracts will involve affected stakeholders willing to contribute and will require the set-up and management of a publically accessible website updated with the most significant developments.

### 3.3 Description of services

#### 3.3.1 Lot 1: Preparatory studies and related technical assistance on product groups

##### 3.3.1.1 Preparatory studies on product groups

Under Lot 1 the Contracting Authority may ask the Contractor to **prepare preparatory studies** and to provide related technical assistance for product groups such as, but not limited to:

- Building Automated Control Systems
- Lifts
- Photovoltaic systems (inverters)
- Refrigerated containers
- High pressure cleaners
- Signage displays
- Hot drink vending machines
- Base stations for internet and phone networks
- Internet routers
- Mobile phones / smart phones
- Wireless chargers for consumer products

In carrying out the preparatory studies the Contractor will be requested to follow the Ecodesign Methodology for Energy-Related Products (MEErP<sup>7</sup>).

In 2005, the Methodology for Energy-Using Products (MEEuP) was developed for assessing whether and which eco-design requirements are appropriate for energy-using products under the Ecodesign Directive. Following the revision of the Ecodesign Directive and the extension of its scope to energy related products in 2009, the Commission reviewed the effectiveness of the MEEuP with a view to extend it to energy-related products. The updated methodology MEErP has been endorsed by the Ecodesign Consultation Forum of 20 January 2012 and shall be used as basis for ecodesign and energy labelling preparatory studies.

A summary of the guidance provided by the MEErP is provided under Annex 5 to the tender specifications and constitutes the generic approach to be followed when implementing the requested preparatory studies under Lot 1, except if stated otherwise in the request for services related to the specific assignment.

If, for a particular product group, the Contracting Authority envisages to prepare only an energy labelling measure without an accompanying ecodesign measure, the Contractor shall be prepared not to follow the parts of the methodology related to life-cycle analysis.

---

<sup>7</sup> See [http://ec.europa.eu/enterprise/policies/sustainable-business/ecodesign/methodology/index\\_en.htm](http://ec.europa.eu/enterprise/policies/sustainable-business/ecodesign/methodology/index_en.htm)

Such simplification will be specified in a request for services related to that specific assignment.

In addition to the tasks specified in Annex 5, each preparatory study should analyse, as far as relevant, the following aspects:

- The study should include comparative analyses of all relevant EU existing policy instruments (such as but not limited to ecodesign, energy label, ecolabel, Energy Star, self-regulatory measure, code of conduct, procurement criteria, etc.) setting out requirements for the product group in question with an objective to compare their level of ambition and to ensure their alignment;
- The study should include analysis of the possibility of (i) merging the relevant new and/or existing implementing measures covering product groups of similar functions or requirements or (ii) extending their scope of application by including new relevant product group(s);
- The study should include analysis of the possibility of applying the 'extended product approach' in setting ecodesign requirements, i.e. broadening the product boundaries towards other products in the affected energy systems (e.g. transmission and control technology);
- The study should include analysis of the most significant non-energy-related environmental aspects that are relevant for the product group subject to a study, and analysis of the feasibility of introducing requirements on durability, disassembly, recyclability and other relevant resource and material efficiency aspects.

Each preparatory study will be subject to a specific assignment. A single preparatory study may cover one or several product groups. For each assignment a specific contract should be concluded.

### **3.3.1.2 Technical assistance related to preparatory studies on product groups**

After the final delivery of the preparatory study, the Contractor may be asked to provide the Commission with further technical assistance. The technical assistance required may include, but not be limited to, input for:

- discussions in the Consultation Forum;
- preparing an Impact Assessment;
- discussions during the inter-service consultation in the Commission;
- discussions in the Regulatory Committee.

The Contracting Authority may invite the Contractor under Lot 1 to submit an offer for a specific technical assistance assignment. For each technical assistance assignment a specific contract should be concluded.

### **3.3.2 Lot 2 - Review studies and related technical assistance**

Under Lot 2 the Contracting Authority may ask the Contractor to prepare review studies and to provide related technical assistance on ecodesign and energy labelling implementing measures to be reviewed and revised, either partially or fully, in accordance with the Commission's Better Regulation rules.

### 3.3.2.1 Review studies

In carrying out the review studies the Contractor under Lot 2 will be requested to follow the MEERP<sup>8</sup>, except if stated otherwise in the request for services related to the specific assignment. Please refer to point I.3.1.1 and Annex 5 of the tender specification.

In general, review studies should constitute updates of the existing preparatory studies. The Contracting Authority will specify the aspects of the preparatory studies to be updated in the review studies and the extent of the application of the MEERP.

In addition to the tasks included in Annex 5, each review study should, if relevant, take into account, the following aspects:

- The study should include comparative analysis of all relevant EU existing policy instruments (ecodesign, energy label, ecolabel, Energy Star, self-regulatory measure, code of conduct, procurement criteria, etc.) setting out principles for the product group in question with the objective to compare their level of ambition and to ensure their alignment;
- The study should include analysis of the possibility of (i) merging the relevant new and/or existing implementing measures covering product groups of similar functions or requirements or (ii) extending their scope of application by including new relevant product group(s);
- The study should include analysis of the possibility of applying the 'extended product approach' in setting ecodesign requirements, i.e. broadening the product boundaries towards other products in the affected energy systems (e.g. transmission and control technology);
- The study should include analyses of the most significant non-energy related environmental aspects that are relevant for the product group, and analyses of the feasibility of introducing requirements on durability, disassembly, recyclability and other relevant resource and material efficiency aspects.

Each review study will be subject to a specific assignment. One review study may cover one or several product groups. For each assignment a specific contract should be concluded.

### 3.3.2.2 Technical assistance related to review studies

After the delivery of the review study final report, the Contractor may be asked to provide the Commission with further technical assistance. The technical assistance required may include, but not be limited to, input for:

- discussions in the Consultation Forum;
- preparing an Impact Assessment;

---

<sup>8</sup> See [http://ec.europa.eu/enterprise/policies/sustainable-business/ecodesign/methodology/index\\_en.htm](http://ec.europa.eu/enterprise/policies/sustainable-business/ecodesign/methodology/index_en.htm)

- discussions during the inter-service consultation in the Commission;
- discussions in the Regulatory Committee.

The Contracting Authority may invite the Contractor under Lot 2 to submit an offer for a specific technical assistance assignment. For each technical assistance assignment a specific contract should be concluded.

### **3.3.3 Lot 3 – Technical assistance to the Commission in performing its tasks**

Under Lot 3 the Contractor may be asked to provide the Contracting Authority with general technical assistance in the field of product-related energy efficiency policy. The main objective of the assistance will be to provide the Commission with support in carrying out its tasks, including;

- the tasks stemming from the regulatory process related to the Ecodesign and Energy Labelling Directives and their implementing measures, Tyre Labelling Legislation and the Energy Star Programme; and
- the tasks needed for the correct implementation of the existing measures including support for standardisation (e.g. in drafting mandates, transitional methods, monitoring standards development).

In particular, the Contractor may be asked to run economic, social, technical and environmental analyses and draft technical or policy documents, needed for the purpose of e.g. Impact Assessments, discussions in the Regulatory Committee or assessments of the existing self-regulatory measures.

The technical assistance may be requested for different product groups covered by the EU energy efficiency policy, including but not limited to the product groups subject to preparatory studies and review studies mentioned in points 3.3.1 and 3.3.2.

The specific tasks to be carried out by the Contractor in the framework of the technical assistance will be defined by the Commission in a specific contract.

Each technical assistance project will be subject to a specific assignment. A single technical assistance project may cover one or several product groups. For each assignment a specific contract should be concluded.

### **3.3.4 Organisation of the work**

- **Place of performance**

The tasks will be usually performed on the Contractor's premises. However, meetings between the Contractor and the Commission may be held in Commission premises in Brussels.

- **Language**

The Communication between the Commission and the Contractor shall be in English. Depending on the specific service requested, the Contractor may be required to cover any of the official languages of the EU Member States. The deliverables as such will have to be submitted in English.

- **Kick-off meeting**



A kick-off meeting will take place in Brussels at the latest 20 calendar days following the entry into force of the framework contract.

- **Assignment implementation**

Ensuring the quality of an assignment is one of the key responsibilities of the Contractor. The Contractor is fully responsible for the quality of the reports or/and outputs required.

The Contractor is responsible for the timely payment of its employees and experts, in line with the contractual terms (framework Contractor's Methodology) and must make available appropriate logistical support to them. The Contractor must also ensure that its staff is covered by appropriate insurance.

## **4 TERMS OF THE FRAMEWORK CONTRACT**

In drawing up his offer, the tenderer should bear in mind the provisions of the draft framework contract attached to this invitation to tender (Annex 4). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the framework contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

### **4.1 Estimate of the amount of work involved**

For Lot 1 the indicative maximum amount is EUR 2.000.000 (up to 4 years). Specific contracts will not be signed once the budget is exhausted.

For Lot 2 the indicative maximum amount is EUR 2.000.000 (up to 4 years). Specific contracts will not be signed once the budget is exhausted.

For Lot 3 the indicative maximum amount is EUR 2.000.000 (up to 4 years). Specific contracts will not be signed once the budget is exhausted.

**The Contracting Authority reserves the right to contract services described in this call for tenders outside this framework contract.**

### **4.2 Duration of the framework contracts**

The framework contracts will be concluded for a period of 12 months with effect from the date on which they enter into force. Each framework contract will be renewed automatically up to three times for a total period of 48 months under the same conditions, unless written notification to the contrary is given by the Contracting Authority.

### **4.3 Deliverables to be submitted – Timetable to observe**

The specific contract under this framework contract shall determine the number, timetable and type of deliverables to be submitted. Deliverables will usually be expected to follow the Commission's layout requirements. Contractors can usually expect the following:

- 1) an inception report;

- 2) a progress report (other type of report might be agreed in a specific contract);
- 3) a final report (other type of report might be agreed in a specific contract);
- 4) an annotated power-point presentation and an executive summary.

The request for services will specify the expected deliverables and the layout requirements, which will usually specify the use of the Commission's layout. The deliverables shall be sent to the Commission by the date fixed in the specific contract. The Commission shall be informed of any delay in meeting the deadline. The Commission will have the time specified in the specific contract to make comments and to suggest any amendments to the reports.

On the receipt of the Commission's comments, the Contractor will revise the report and the amended version will be sent to the Commission within the time specified in the specific contract.

In principle, the deadlines set out in the specific contract cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or the 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.

All the agreed reports should be delivered in an electronic version (CD-ROM, DVD, USB flash drive or sent by e-mail); in PDF format and MS Word format or in case of data in Excel format. Additionally, the final report shall be delivered in a hard copy version if not specified otherwise in the specific contract. The number of hard copies of the final report to be delivered will be defined in the specific contract. It shall not exceed 5. Each specific contract may establish other reports to be delivered. The reports are addressed to EU officials as an aid to decision-making. They have to be drafted in English in a proper literate manner and must be fully comprehensive in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.).

The Commission may decide to publish the final reports.

#### **4.3.1 Schedule for feedback concerning the draft final report:**

The draft final report shall be sent to the Commission by the date fixed in the specific contract. The Commission should be informed of any delay in meeting this deadline. The Commission will have 20 days to make comments and to suggest any amendments to the draft final report.

On receipt of the Commission's comments, the Contractor will revise the draft final report and the amended version will be sent to the Commission within 20 days.

The Commission services decide on the dissemination of findings and conclusions and its related materials produced under this Framework Contract. For these purposes, the tenderer must ensure that there are no restrictions based on confidentiality and/or intellectual property rights expected from the tenderer, a sub-contractor or a third party.

The Commission may decide to publish the final reports.

#### 4.4 Changes in the team

For the specific contracts, changes or additions to the team initially proposed must be notified to the Commission in writing. The Commission will have the right to object to any changes of members of the team from those initially proposed. In case that the original team is no longer available, the Commission will have the right to cancel the specific contract.

#### 4.5 Terms of payment

Payments related to specific contracts shall be made in accordance with the provisions specified in the draft framework contract (Annex 4).

There will be no pre-financing. Interim payment(s) will take place only when intermediary deliverables (progress report) have been foreseen under the specific contract.

#### 4.6 Conflict of interests and confidentiality

The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract (see Annex 4: Article II.4 of the draft contract). **They must declare in the offer their contractual relations during the last five years with any stakeholders and/or companies directly involved in the programmes, projects and legislative activities, concluded or subcontracted by the Directorate-General Energy, in relation with the Ecodesign and Energy Labelling Directives, the Tyre Labelling Regulation and the Energy Star programme.** During the validity period of this framework contract, the Contractor must declare any changes in its situation regarding the contractual relations referred to in this paragraph.

The Contractor shall undertake to treat in the strictest confidence and not make use of or divulge to third party any information or documents which are linked to the performance of the assignments and not already in the public domain. They shall continue to be bound by this undertaking after completion of the tasks (see Annex 4: Article II.5).

For each specific contract the Contractor and if applicable, the members of the group or association carrying out the task under the specific contract, will have to sign a declaration stating that he/she has no conflict of interest.

## 5 ANNEXES

1. Tenderer 's Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Draft Framework Contract
5. Summary of the guidance provided by MEErP

# ANNEX 1

## IDENTIFICATION OF THE TENDERER

(Each service provider , including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

### Call for tender ENER/C3/2015-619

<b>Identity</b>	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) <sup>9</sup>	
<b>Address</b>	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
<b>Contact Person</b>	
Surname:	
First name:	
Title (e.g. Dr, Mr, Ms) :	

<sup>9</sup> For natural persons

Position (e.g. manager): Telephone number: Fax number: E-mail address:	
<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>10</sup></b>	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

---

<sup>10</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

## ANNEX 2

### Declaration of honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

(only for natural persons) himself or herself	(only for legal persons) the following legal person:
ID or passport number:	Full official name:  Official legal form:  Statutory registration number:  Full official address:  VAT registration number:

➤ <b>declares whether the above-mentioned person is in one of the following situations or not:</b>		
<b>SITUATION OF EXCLUSION CONCERNING THE PERSON</b>	<b>YES</b>	<b>NO</b>
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> <li>i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</li> <li>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</li> <li>iii. decisions of the ECB, the EIB, the European Investment Fund or international</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

organisations; iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		
--	--	--

<p>➤ <b>declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:</b></p>		
<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON</b>	<b>YES</b>	<b>NO</b>
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

<p>➤ declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:</p>			
<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>➤ <b>declares whether the above-mentioned person is in one of the following situations or not:</b></p>		
<b>GROUND FOR REJECTION FROM THIS PROCEDURE</b>	<b>YES</b>	<b>NO</b>
h) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
i) has provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
➤ acknowledges that the above-mentioned person may be subject to rejection		



<p>from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.</p>	
--	--

**REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (d) of this declaration.

**EVIDENCE UPON REQUEST**

Upon request and within the time limit set by the contracting authority the person shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

**For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.**

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

Full name

Date

Signature

**ANNEX 3  
POWER OF ATTORNEY**

**mandating one of the partners in a joint tender as lead partner and lead contractor <sup>11</sup>**

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X**, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X** on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
  - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
  - (b) All partners 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.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: **[Provide details on bank, address, account number]**.
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
  - (a) The lead partner shall submit the tender on behalf of the group of partners.
  - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
  - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in ..... on **[dd/mm/yyyy]**

Place and date:

Name (in capital letters), function, company and signature:

<sup>11</sup> To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 4

**DRAFT CONTRACT**

*(please see separate document)*

## ANNEX 5

# METHODOLOGY FOR CARRYING OUT PREPARATORY AND REVIEW STUDIES

### **Task 1: Scope (definitions, standards and legislation)**

This task should classify and define the energy-related products covered by the study and set the scene for the rest of the tasks. The product classification and definition should be relevant from a technical, functional, economic and environmental point of view, so that it can be used as a basis for the whole study.

It is important to define the products as placed on the EU market. The product classification and definition have to be agreed with the Commission, after having consulted the stakeholders, and should be confirmed, and if necessary refined, throughout the other tasks of the study. The most relevant standards and existing legislation for the defined energy-related products should be investigated.<sup>12</sup>

#### **Subtask 1.1 - Product scope**

The classification and definition of the products should be based notably on the following categorisations:

- Prodcom category or categories (Eurostat);
- Categories according to EN- or ISO-standard(s);
- Other product-specific categories (e.g. labelling, sector-specific categories), if not defined by the above.

Prodcom should be the first basis for defining the products, since Prodcom allows for precise and reliable calculation of trade and sales volumes (Task 2).

If the proposed product classification and definition relevant from a technical, economic and environmental point of view does not match directly with one or several Prodcom categories, the study should detail how they are mapped to the Prodcom categories or the other categories mentioned above.

In particular customer-made products, business-to-business (B2B) products or systems incorporating several products may not match with Prodcom categories. In these cases, the standalone or packaged products placed on the European internal market<sup>13</sup>, to which a CE mark is/could be affixed, should be defined. This may result in several Prodcom or otherwise categorised products relevant for the lot.

---

<sup>12</sup> For reasons of simplification, "energy-related product" is abbreviated by "product" in the following.

<sup>13</sup> A product is placed on the Community market when it is made available for the first time. This is considered to take place when a product is transferred from the stage of manufacture with the intention of distribution or use on the Community market.

The above existing categorisations are a starting point for classifying and defining the products and can be completed or refined by other relevant criteria, according notably to the functionality of the product, its environmental characteristics and the structure of the market where the product is placed. In particular, the classification and definition of the products should be linked to the assessment of:

- The primary product performance parameter (the "functional unit")<sup>14</sup>.

If needed, on the basis of functional performance characteristics, and not on the basis of technology, a further segmentation can be applied on the basis of

- Secondary product performance parameters.

Where relevant, a description of the energy systems affected by the energy-related products should be included, as this may influence the definition of the proposed product scope.

The resulting product classification and definition should be confirmed by a first screening of the volume of sales and trade, environmental impact and potential for improvement of the products as referred to in Article 15 of the Ecodesign Directive.

### **Subtask 1.2 – Measurements/test standards**

This task should identify the relevant measurement and other relevant standards for the products. It can be subdivided in three parts:

#### *Subtask 1.2.1 – Identify and describe relevant standards*

Identify and shortly describe:

- existing harmonised measurement standards;
- additional sector-specific guidance for product-measurement;

regarding the measurement procedures for:

- the primary and secondary functional performance parameters mentioned above;
- resources use and emissions during product-life;
- safety (gas, oil, electricity, EMC, stability of the product, etc.);
- product quality;
- noise and vibrations (if applicable).

Identify and shortly describe

- any other standard relevant for the products regarding the technical, economic, environmental and ecodesign analysis carried out in this study.

Apart from existing standards, it should also be reported which new (harmonised) standards are under development, which problems exist and what alternatives are discussed. This analysis should prepare the ground, together with the following tasks, for evaluating the needs and generic requirements for standards to be developed in task 7.1.

---

<sup>14</sup> The functional unit is the quantified performance of a product for use as a reference unit.

#### *Subtask 1.2.2 – Comparative analysis of existing test standards (if applicable)*

This section should perform a comparative analysis of existing harmonised standards which may be applicable to all or part of the products under the proposed scope of the study.

#### *Subtask 1.2.3 – New standards under development*

This section should cover which new (harmonised) standards are under development, which problems exist in terms of accuracy, reproducibility, affordability and representativeness) and what alternatives are being discussed. This analysis should prepare the ground, together with the following tasks, for evaluating the needs and generic requirements for standards to be developed in task 7.

### **Subtask 1.3 - Existing legislation**

This task should identify and analyse the relevant legislation for the products. The content of this subtask should go beyond a simple listing of existing relevant legislation and measures. It should include a comparative analysis of existing legislation including a comparison (in the form of a table or graph) of the level of ambition of the different measures. It can be subdivided in three parts:

#### *Subtask 1.3.1 - Legislation and Agreements at European Union level*

This section should identify and shortly describe the relevance for the product scope of any relevant existing EU legislation, such as on resource use and environmental impact, EU voluntary agreements and labels.

#### *Subtask 1.3.2 - Legislation at Member State level*

This section should include a comparative analysis of any relevant existing legislation at Member State level, such as on resource use and environmental impact, voluntary agreements and labels.

#### *Subtask 1.3.3 - Third Country Legislation*

This section should include a comparative analysis of any relevant existing legislation in third countries, such as on resource use and environmental impact, voluntary agreements and labels.

## **Task 2: Markets**

Sales and trade volumes for the defined products within the EU-27 should be assessed. A clear picture of the product stock available on the EU market should be provided and its growth and replacement rate be forecasted. Insight in the latest market trends so as to indicate the place of possible ecodesign measures in the context of the market structures and ongoing trends in product design should be given. A practical data set related to prices, rates and inflation, to be used in a Life Cycle Cost (LCC) calculation should be based on the MEErP.

### **Subtask 2.1 - Generic economic data**

- EU Production Sold;
- Extra-EU Trade;
- Intra-EU Trade;
- EU Sales and Trade<sup>15</sup>

Data should relate to the latest full year for which at least half of the Member States have reported. Data should be in physical units and split up per Member State.

Information for this subtask should be derived from official EU statistics so as to be coherent with official data used in EU industry and trade policy. Data should be extracted from each of the relevant Prodcom categories identified in subtask 1.1 as partly or fully matching with the definition of the products.

### **Subtask 2.2 - Market and stock data**

In physical units, for EU-27, for the products defined in subtask 1.1 and for reference years

- 1990 or 1995 (Kyoto ref.);
- Latest available year and the two previous years;
- 2013-2016 (forecast, end of Kyoto phase 1, end of other phases important from an environmental point of view);
- 2020-2030-2050 (forecast, year in which the new ecodesigned products of today will be absorbed by the market);

the following parameters are to be identified:

- Installed base (“stock”)<sup>16</sup>;
- Annual sales growth rate (% or physical units); Average technical and economic product life (in years), differentiated in overall life time and time in service, and a rough indication of the spread (e.g. standard deviation);
- Total sales/real EU-consumption<sup>17</sup>, (also in € when available)
- Replacement and retrofit rates and time cycles (derived);
- New sales (derived).

### **Subtask 2.3 - Market trends**

---

<sup>15</sup> Calculated from EU production sold plus Intra-EU Trade minus Extra-EU Trade.

<sup>16</sup> Forecasts 2012 and 2020 are to take into account population, building or sectoral growth rates.

<sup>17</sup> The objective is to define the actual consumption as reliably as possible for the categories defined in task 1.1, for the latest full year for which consistent data could be retrieved. Significant differences between the actual consumption and the apparent consumption in subtask 2.2 may occur.

For the products defined in subtask 1.1 the market channels and production structure should be described to prepare the ground for the improvement potential to be analysed in task 6:

- Channels to market: direct to end-users, wholesalers & distributors, OEMs, own use, system integrator, etc., and its relation to placing on the Community market;
- General trends in product design and product features; feedback from consumer associations;
- Duration of the redesign cycle of the ErP;
- Competitive analysis of the market: major players, main models, new players and new models, maturity of the market;
- Usual market segmentations: market shares of the major players and main models, B2B (business to business) versus B2C (business to consumer), geographical distribution of production, distribution channels (retail versus wholesale), the number of employees, role of installation services;
- Share of SMEs in production and indication of the segments of the markets that SMEs are in (technological capabilities).

#### **Subtask 2.4 - Consumer expenditure base data**

For the products defined in subtask 1.1:

- Average prices, incl. VAT, in Euro;
- Installation costs, in Euro;
- Costs per produced unit, in Euro (if applicable);
- User prices of other consumables (€/kg or €/piece);\*
- Repair and Maintenance costs (€/product life);
- Disposal tariffs/ taxes (€/product).\*

\* to be harmonised with data from earlier or ongoing studies where appropriate.

The Commission will provide the following rates per EU Member State and for EU 27, such that all lots are carried out with the same assumptions:

- Electricity rates (€/kWh);
- Fossil fuel rates (€/GJ);
- Interest and inflation rates (%).

#### **Subtask 2.5 – Recommendations**

The work carried out in Task 2 might result in a redefinition of the product scope proposed in Task 1. This work could also shed light on possible barriers and opportunities for ecodesign from a commercial perspective.

Specific outputs from Task 2 should include:

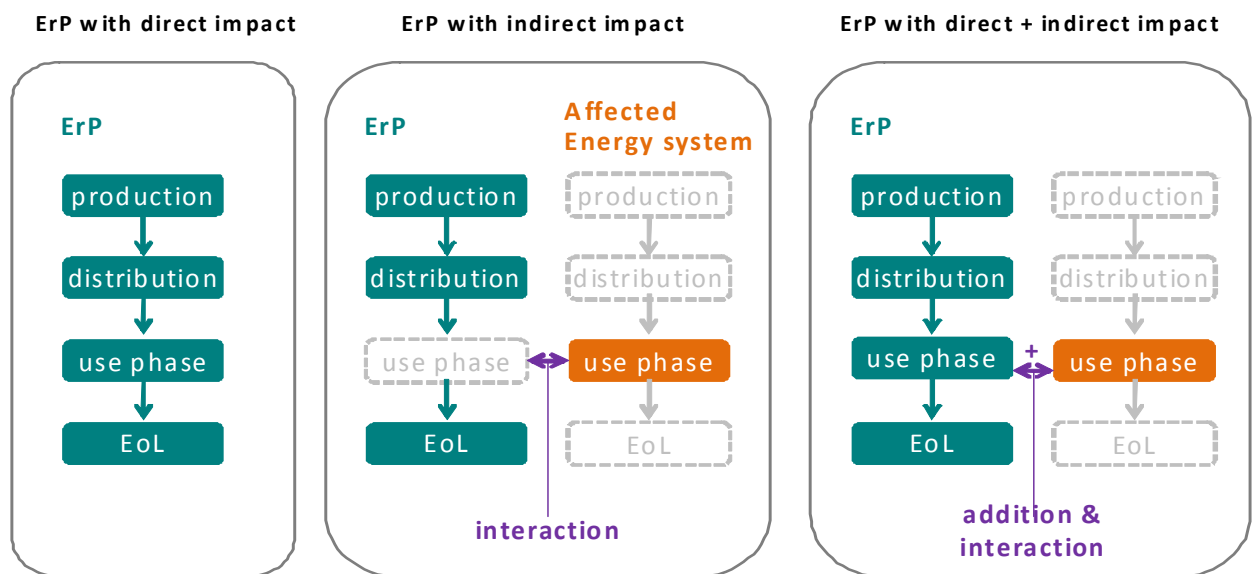


- Product in comparison with the total EU industry and trade policy (official figures);
- Input unit sales values for Task 5-7 (LCA, EU-wide impacts, stock model);
- Insight in trends (possible Ecodesign measures with or opposed to trends?);
- Input price/cost values for Tasks 5/6 (prices, rates e.g. for LCC base case & design options).

### Task 3: Users (product demand side)

User requirements can be influenced by product design and product information. Relevant user-parameters are an important input for the assessment of the environmental impact of a product during its use and end-of-life phase, in particular if they are different from the standard measurement conditions as described in subtask 1.2.

With the recast of the Ecodesign Directive to energy-related products in 2009, the discussion on user requirements needs to take into account the indirect impacts of energy-related products (see illustration below).



#### Subtask 3.1 – Systems aspects of the use phase for ErPs with direct impact

This section should cover the following aspects:

- Strict product/ component scope: e.g. at steady state operation, nominal load;
- Extended product approach, i.e. anticipating real-life use (e.g. part loads, misc. operating modes, frequency of use, best/worst use, power management settings);
- Technical systems approach, i.e. interaction with other products with similar function ('hybrids), controls, distribution components (ducts, pipes), local components (in case of central systems), synergies or disadvantages from combined functionality, consumer interaction (e.g. comfort);

- Functional systems approach: comparison of the technical system including the product under consideration with technically different configurations to fulfil the same function.

### **Subtask 3.2 – Systems aspects of the use phase for ErPs with indirect impact**

This section should cover an assessment of impacts during the use phase, subdivided as:

- Identify and describe affected energy system(s), including the interaction(s);
- Repeat Tasks 1.2, 1.3 (test standards, legislation) and 2 (market) for affected energy system, but only for technical parameters relevant for interaction with the ErP in question;
- Data retrieval of use phase energy consumption (and related emissions) of affected energy system (i.e. repeat Task 3.1 for affected system);
- Technical detailed description of interaction between the energy-related products in question and affected system (backed up by statistics, field data);
- Quantify energy use and related environmental impacts of the affected energy system during the use phase, in as much as it depends on the interaction with the energy-related products.

### **Subtask 3.3 –End-of-Life behaviour**

Identification of actual user requirements (avg. EU) regarding end-of-life aspects. This includes:

- Present fractions to recycling, re-use and disposal;
- Present fraction of second hand use and refurbishment;
- Product use & stock life (=time between purchase and disposal);
- Repair & maintenance practice (frequency, spare parts, trip km, other impacts);
- Collection rate (by fraction, consumer perspective);
- Second hand use, fraction of total and second hand life;
- Available best practice in sustainable product use;
- Best practice in facilitating dismantling.

### **Subtask 3.4 – Local infrastructure (barriers and opportunities)**

This section should include an assessment of the following aspects:

- Energy: reliability, availability and nature;
- Water (when appropriate, e.g. use of rain water);
- Telecom (when appropriate, hot spots, WLAN, etc.);
- Installers, e.g. availability, level of know-how/ training;
- Physical environment, e.g. possibilities for product sharing.

### **Subtask 3.5 Recommendations**

The work in this section could result in a redefinition of the product scope from the usage and consumer perspective. Other possible outputs could include the identification of barriers and opportunities from a consumer behaviour and infrastructure perspective.

### **Task 4: Technologies**

For this assessment one or several representative products per product definition in subtask 1.1 have to be selected as the "Base-Cases" for the whole of the EU-27. Most of the environmental and Life Cycle Cost analyses will be built on these Base-Cases throughout the rest of the study. The Base-Cases are furthermore the point of reference for tasks 6 and 7.2.

The Base-Cases are a conscious abstraction of reality, necessary for practical reasons (budget, time). Having said that, the question if this abstraction leads to inadmissible conclusions for certain market segments will be addressed in the sensitivity and impact analysis.

#### **Subtask 4.1 – Technical product description in the use-phase**

This section should include a technical description of the products under consideration, illustrated with data on performance, price, resource use and emissions. It should cover:

- Existing products (working towards definition of BaseCases);
- Products with standard improvement (design) options.
- Best Available Technology BAT (best of products on the market). "Best" shall mean most effective in achieving a high level of environmental performance of the product. "Available" technology shall mean that developed on a scale which allows implementation for the relevant product, under economically and technically viable conditions, taking into consideration the costs and benefits, whether or not the technology is used or produced inside the Member States in question or the EU-27, as long as they are reasonably accessible to the product manufacturer. Barriers for take-up of BAT should be assessed, such as cost factors or availability outside Europe.
- Best Not yet Available Technology BNAT (best of products in field tests, labs, etc.). "Not yet" available technology shall mean that not developed yet on a scale which allows implementation for the relevant product but that is subject to research and development. Barriers for BNAT should be assessed, such as cost factors or research and development outside Europe.

Best Available Technology (BAT) entails a technical analysis not of the current products on the market but on currently available technology, expected to be introduced at product level in the shorter term. Best Not yet Available Technologies (BNAT) summarise the state-of-the-art in research and development for a product, indicating market possibilities in the longer term. The analysis of the BAT and the BNAT provide an input for the identification of the improvement potential (task 6).

### **Subtask 4.2 – Production, distribution and end-of-life**

This section should include a calculation of the bill of materials (BOM), preferably in the EcoReport format available with the revised ecodesign methodology (MEErP). It should also cover the following aspects concerning the production, distribution and end-of-life phases of the energy-related products under discussion:

- Primary scrap production during sheet metal manufacturing;
- Packaging materials;
- Volume and weight of the packaged product;
- Means of transport employed;
- Materials flow and collection effort at end-of-life (secondary waste), to landfill/incineration/ recycling/ re-use (industry perspective).

### **Subtask 4.3 - Recommendations**

In the light of the work produced elsewhere in Task 4, this section should include, where necessary a refinement of the product scope from the technical perspective (e.g. exclude special applications for niche markets) and a description of barriers and opportunities for Ecodesign from a technical perspective. It would also be useful to characterize the typical design cycle for this product and thus approximately appropriate timing of measures.

## **Task 5: Environment & Economics**

### **Subtask 5.1 – Product specific inputs**

This section shall collect all relevant quantitative Base Case information from previous tasks and prepare for the modelling exercise in the rest of Task 5.

### **Subtask 5.2 – Base Case Environmental Impact Assessment (using EcoReport 2011)**

In this section, the EcoReport 2011 tool should be used to calculate the outputs per environmental indicator and “cradle-to-grave” stages of product life.

### **Subtask 5.3 – Base Case Life Cycle Cost for consumer**

This section should include a calculation of the lifecycle costs for consumers using the new LCC equations available in the ecodesign methodology (MEErP), including the escalation rate.

### **Subtask 5.4 – Base Case Life Cycle Costs for society**

This section should include a calculation of the lifecycle costs for society as described in the ecodesign methodology (MEErP), following the extended LCC equations with CO2 stock price, societal damage of certain emissions, etc.

### **Subtask 5.5 – EU totals**

This section should aggregate the results of sections 5.3 and 5.4 (per product) to calculate EU total costs.

### **The output from Task 5 should include the following items:**

- Synthesis of data retrieval from previous tasks 1-4;
- Assessment of the current environmental and economic impact of the product;
- Reference case(s) for improvement (design & policy) options Tasks 6-7.

### **Task 6: Design options**

Identify design options, their monetary consequences in terms of Life Cycle Cost for the user, their economic and possible social impacts, and pinpointing the solution with the Least Life Cycle Costs (LLCC) and the Best Available Technology (BAT).

The assessment of monetary Life Cycle Costs is relevant to indicate whether design solutions might impact the total user's expenditure over the total product life (purchase, operating, end-of-life costs, etc.). The distance between the LLCC and the BAT indicates—in a case a LLCC solution is set as a minimum target—the remaining space for product-differentiation (competition).

The BAT indicates a target in the shorter term that would probably be more subject to promotion measures than to restrictive action. The BNAT indicates possibilities in the longer term and helps to define the exact scope and definition of possible measures. Any intermediate options between the LLCC and the BAT have to be described, and their impacts assessed.

#### **Subtask 6.1 – Identification of design options and assessment of their impacts**

Available design options should be identified by investigating and assessing the environmental impact and LCC of each suggested design option against each Base-Case (using the MEErP EcoReport 2011):

- The design option should not have a significant variation in the functionality, the quality of the produced products and in the primary or secondary performance parameters compared to the Base-Case and in the product-specific inputs.

- The design option should have a significant potential for improvement regarding at least one of the following ecodesign parameters without deteriorating others or, when it is not possible, affecting them to the smallest possible extent for a bigger total impact: the consumption of energy, water and other resources, use of hazardous substances, emissions to air, water or soil, weight and volume of the product, use of recycled material, quantity and nature of consumables needed for proper use and maintenance, ease for reuse and recycling, extension of lifetime or amounts of waste generated.
- The design option should not entail excessive costs. Impacts on the manufacturer should be investigated regarding redesign, testing, investment and/or production costs, including economy of scale, sector-specific margins and market structure, and required time periods for market entrance of the design option and market decline of the current product. The assessment of the monetary impact for categories of users includes the estimation of the possible price increase due to implementation of the design option, either by looking at prices of the product on the market and/ or by applying a production cost model with sector-specific margins.

For each of the identified design options, it should be described:

- if Member State, Community or Third Country legislation and/or standards are available regarding the design option;
- how market forces may address the design option;
- how large the disparity is in the environmental performance of the product available on the market with equivalent functionality compared to the design option.

### **Subtasks 6.2 – Costs**

For each option, this section should estimate the possible increase in purchase price for the products under consideration. The information could be drawn from market prices and/or from typical product cost models with material, labour, capital cost and margins. The change in societal costs should be assessed to ensure a link between Task 5.4 and Task 7.

### **Subtask 6.3 - Analysis of BAT and LLCC**

The design options identified in the technical, environmental and economic analysis in subtask 6.1 should be ranked regarding the Best Available Technology (BAT) defined in subtask 5.1 and the Least (minimum) Life Cycle Costs. The ranking should take into account the costs both for consumers and for society. More specifically, work in this section should include:

- Ranking of the identified design options by LCC (e.g. option 1, option 2, option 3), considering possible trade-offs between different environmental impacts;
- Estimating the accumulative improvement and cost effect of implementing the ranked options simultaneously (e.g. option 1, option 1+2, option 1+2+3, etc.), also taking into account ‘rebound’ side effects of the individual design measures;

- Ranking of the accumulative design options, drawing of a LCC-curve (Y-axis= LLCC, X-axis= options) and identifying the Least Life Cycle Cost (LLCC) point and the BAT point<sup>18</sup>.

The improvement potential resulting from the ranking should be discussed, such as the appropriateness to set minimum requirements at the LLCC point, to use the environmental performance of the BAT point or benchmarks set in other countries, if manufacturers will make use of this ranking to evaluate alternative design solutions and the achieved environmental performance of the products.

#### **Subtask 6.4 – Long term potential (BNAT) & systems analysis**

This section should deal with the long-term potential of design options based on BNAT(s) as benchmark(s). Work in this section should include:

- Discussion of the long-term technical potential within existing product system. Showing that after LLCC targets there is sufficient scope for product differentiation (relevant for industry competitiveness and consumer choice; also for ‘A+’ label classes)
- Discuss long-term technical potential of new (alternative) systems. Showing that after LLCC targets there is sufficient scope for product differentiation (relevant for industry competitiveness and consumer choice).

#### **Task 7: Scenarios**

This task looks at suitable policy means to achieve the potential improvement, e.g. implementing LLCC as a minimum requirement, the environmental performance of BAT or BNAT as a benchmark, using dynamic aspects, legislative or voluntary agreements, standards, labelling or incentives, relating to public procurement or direct and indirect fiscal instruments. It draws up scenarios quantifying the improvements that can be achieved versus a Business-as-Usual scenario and compares the outcomes with EU environmental targets, the societal costs if the environmental impact reduction would have to be achieved in another way, etc.

It makes an estimate of the impact on users (purchasing power, societal costs) and industry (employment, profitability, competitiveness, investment level, etc.), explicitly describing and taking into account the typical design cycle (platform change) in a product sector.

In addition, bidders should provide an analysis of which significant impacts may have to be measured under possible implementing measures, and what measurement methods would need to be developed or adapted.

#### **Subtask 7.1 – Policy analysis**

---

<sup>18</sup> This is usually the last point of the curve showing the product design with the lowest environmental impact, irrespective of the price.

The policy analysis should identify policy options considering the outcomes of all previous tasks. The analysis should:

- Include a description of the main stakeholders' positions;
- Discuss possible market and legislative barriers and opportunities for measures;
- Be based on the exact definition of the products, according to subtask 1.1 and modified/ confirmed by the other tasks;
- Provide ecodesign requirements, such as minimum (or maximum) requirements<sup>19</sup>, considering the sensitivity analysis carried out in subtask 7.4;
- Discuss the pros and cons of possible combinations of Ecodesign and other policy measures
- Be complemented, where appropriate, with (dynamic) labelling and benchmark categories linked to possible incentives, relating to public procurement or direct and indirect fiscal instruments;
- Where appropriate, apply existing standards or propose needs/ generic requirements for harmonised standards to be developed;
- Provide measurement requirements, including measurement standards and/or methods;
- Consider possible self-regulation, such as voluntary agreement or sectoral benchmarks initiatives;
- Provide requirements on installation of the product or on user information.

### **Subtask 7.2 - Scenario analysis (unit stock/sale & environmental)**

This section should set up a stock-model, 1990-2030 (2050) with MEErP guidance and calculate a baseline scenario ('BaU', 'Base Case') for resources use and emissions (in physical units). It should then go on to calculate scenarios for options identified in 7.1 (e.g. minimum requirements, labelling, minimum requirements + labelling, etc.).

### **Subtask 7.3 – Socio-economic impact analysis**

This section should introduce economic parameters (prices, rates, turnover/employee, margins & overhead, etc.) in the analysis and determine simple (linear) price elasticity for indicator target levels, from known anchor points (BC, LLCC, BAT).

It should run extended stock model scenarios 1990-2030 (2050) for EU-27 on running costs & consumer expenditure, industry /wholesale/retail revenues and jobs (2020 and 2030) and SME share in jobs and revenues.

---

<sup>19</sup> Ecodesign requirements should always address improvements in terms of environmental performance, not in terms of technologies.



#### **Subtask 7.4 – Sensitivity analysis**

A sensitivity analysis, covering the relevant factors (such as the price of energy or other resources, production costs, discount rates, Base-Case simplifications) and, where appropriate, external environmental costs, should be carried out and discussed for the identified design options.

Work in this section should include, in particular, a rerun of scenarios at 50% higher/lower energy price and price elasticity. It should also cover a rerun of scenarios at different target and timing levels, to be agreed with the Commission services.

#### **Subtask 7.5 Summary**

This section should summarise the work undertaken in Tasks 7.1 to 7.4 and present an overview of the policy options investigated. It should include the summary annual and accumulative scenario outcomes for Baseline, 2020 and 2030 (2050 for construction products). Finally, it would be useful to have in the section a summary of possible negative impacts on competitiveness, employment, trade, health and safety.

#### **Task 8: Ad-hoc technical assistance**

The Contractor may be requested, within the study, to provide the Commission with ad-hoc technical assistance regarding the product group(s) covered by each study, regarding technical questions.

Ad-hoc means that the technical issues for which the Commission seeks technical assistance could be raised by the Commission at any point of time during the specific contract. For simple questions, the Contractor will have to provide an answer within 5 working days; for more detailed technical problems, an appropriate response time will be agreed between the Commission and the Contractor.