



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY

Directorate C - Renewables, Research and Innovation, Energy Efficiency
Director

CALL FOR TENDERS

N° ENER/C3/2015-631

Concerning:

A Single Framework contract for the provision of consumer understanding studies for product-specific draft energy labels

TENDER SPECIFICATIONS

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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 Procurement¹ 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.

1.2. Contractual conditions

The tenderer should bear in mind the provisions of the draft contract (Annex 5) 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 and several 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:

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 See http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm

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: Evidence for exclusion criteria (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

- 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.
- ~~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~~

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.

- 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.
- 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

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)

Only tenders meeting the requirements of one step will pass on 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 the contract is 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 the 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:

- o The tenderer (or, for a consortium, total turnover of its members) must have an average annual turnover for the last two years for which the accounts are closed of at least 600.000 EUR.

The following evidence should be provided:

- Copy of the profit & loss account for the last two 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:

1. The tenderer shall have successfully completed, as contractor, over the past three years, at least three projects related to people's opinions, attitudes, understanding or behaviour. At least one of the completed projects should have a minimum value of 75.000 EUR (VAT included).
2. The tenderer must prove experience of working in English with at least three projects delivered in the last three years showing the necessary language coverage.

b. Criteria relating to the team delivering the service:

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 shall propose a team of *minimum* five experts. The team must be composed of members having, as the minimum, the following qualifications:

- One **Project Manager** with at least five years of experience in project management, including overseeing project delivery, quality control of delivered service, client relations and conflict resolution in projects of a value of over 75.000 EUR and with a team of at least five people.
- At least one **Expert in behavioural economics** with a university degree in a relevant field and at least 5 years of professional experience in behavioural economics.
- At least one **Expert in surveys** with minimum 5 years of professional experience in conducting surveys.
- At least one **Expert in graphic design** with minimum 5 years of professional experience in graphic design.

At least two members of the team should have English language skills at Proficiency level or equivalent, as guaranteed by a certificate or relevant past experience.

A member of the team can match and fulfil multiple profiles.

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 amounts, dates and recipients, public or private;
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. CVs shall include 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.
- Each expert not employed by the tenderer has to provide a declaration that he/she is willing to participate in the execution of the tasks defined in this framework Contract in the team of the tenderer.

2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. 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><u>Understanding of the objective of the tender</u></p> <p>This criterion will assess to what extent the objectives, the needs and the scope of the tender are understood.</p>	20
2	<p><u>Appropriateness, quality and level of detail of the proposed approach</u></p> <p>This criterion assesses the experimental methodologies and proposed tools to measure the cognitive and behavioural response to various label elements in the consumer understanding studies. It also assesses whether an appropriate justification of the suitability of the proposed experiments and research techniques is provided.</p>	50
3	<p><u>Organisation of the work</u></p> <p>This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed, including assessment of continuity of the service in case of absence of a member of the team and the mechanisms to cover language requirements. It also assesses the allocation of time and resources to specific contracts and whether this allocation is adequate for the work.</p>	30
Total number of points		100

Tenders must score above 60% for each criterion and sub-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.

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

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.

In relation to award criterion 1, the offer should include a preliminary review of the behavioural research relevant to the scope of the tender.

In relation to award criteria 2 and 3 the offer should include proposal for a hypothetical study as described in the box below. For the purposes of award criterion 3, the tender should provide details on the allocation of time and resources, notably the number of person-days, for this hypothetical study and the rationale behind the choice of this allocation.

Box-1 Hypothetical study

The hypothetical study is intended to evaluate the ability of the contractor to understand the behavioural element of a policy problem and design a study to address it. Proposals should not exceed 5000 words, the emphasis not being on length but rather on relevance, the ability to summarise information, and the capability to identify the key elements and translate them into a study design.

Introduction

Regulation 1061/2010² established an energy label for washing machines. The Commission has reviewed this Regulation and is conducting a preparatory study to prepare the revision of the label. This on-going study analyses technical, environmental and economic aspects of washing machines, but not consumer understating of the specific label for washing machines. When the washing machine label would be revised, the energy classes on the label would be in line with the framework regulation for energy labelling (A-G in colours from dark green to red, as in the framework proposed by the Commission³). The other information communicated through symbols on the label is considered relevant by stakeholders, but it is not well-established whether they are understandable for consumers and effective in conveying the intended information. Surveys by consumer organisations suggest that in particular the spin-drying efficiency may not be well-understood by consumers.

Elements of the proposed study

The study should examine:

- whether the annual energy consumption, annual water consumption, spin-drying efficiency, rated capacity and airborne acoustical noise during the washing and spinning phases symbols for washing machines are understandable for consumers and effective in conveying the intended information
- whether alternative symbols for spin-drying efficiency would be better understandable for consumers and more effective in conveying the intended information. Two alternative symbols are to be proposed and designed by the contractor before testing.
- whether these symbols have a significant negative impact on the clear intelligibility and effectiveness of the label as a whole.

The study should propose online field research design for these examinations and explain the logic of the elements of the research design. The length of online field experiments should be no longer than 15 minutes. The samples for testing should comprise a selection

² Commission Delegated Regulation (EU) No 1061/2010 of 28 September 2010 supplementing Directive 2010/30/EU of the European Parliament and of the Council with regard to energy labelling of household washing machines, OJ L 314, 30.11.2010, p. 47

³ COM(2015)341

of at least 7 EEA countries⁴ including Nordic countries, Central-European countries, Mediterranean countries and Eastern Countries.

The study should provide a brief preparatory review of the relevant behavioural economics literature and analysis of results and policy recommendations.

Constraints

This hypothetical study would need to be completed in four months from the signature of the contract to the delivery of the *draft* final report.

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 (as backstopping costs, insurance, reports, communication costs, 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.

Travel and daily subsistence allowance expenses shall not be included in the single maximum price per person-day mentioned above. These costs will be indicated separately in each offer for the specific contract as the maximum amount to be paid for all tasks under that specific contract. They will be reimbursed on the basis of Articles I.3, II.18 and Annex IV of the draft Framework contract (Annex 5) up to that maximum amount.

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

⁴ European Economic Area: EU Member States and Norway, Iceland and Liechtenstein

3 TECHNICAL SPECIFICATIONS

3.1. Introduction and objectives of the study

The Directorate-General for Energy and in particular the unit responsible for Energy Efficiency, seeks external expertise to assist in carrying out **studies on the consumer understanding of energy labels for specific product groups** for several possible energy labelling measures under the Energy Labelling Framework⁵.

The Commission intends to conclude a **Framework contract** with **one organisation**: 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 under point 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 the objectives of the tasks, reporting, organisation and timing. More information about the specific contracts for consumer studies can be found under point 3.3 of these Tender Specifications.

3.1.1 Purpose of the Framework contract

The purpose of the Framework contract is to provide the Directorate-General with highly qualified external expertise to ensure objectivity and high-level technical services; aiming to support the Directorate-General in the design of the energy label for specific product groups in the preparation of possible regulations under the Energy Labelling Framework.

The work under this Framework contract will take the form of specific contracts **on consumer understanding of existing or draft energy labels for specific product groups subject to possible regulation** under the Energy Labelling Framework.

The required services are in the area of consumer understanding and behaviour in relation to labels for energy-related products. The results of the consumer understanding studies are to be taken into account in the product-specific regulations which the Commission adopts and are sent for opinion to the European Parliament and the Council before publication. For this reason, a maximum of professionalism and stringency in the analytical methods is required in carrying out these tasks.

⁵ 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 (recast) - OJ L 153, 18.06.2010, p. 1. and Proposal for a Regulation of the European Parliament and of the Council setting a framework for energy efficiency labelling and repealing Directive 2010/30/EU – COM(2015)341. More information about the Energy Labelling Framework and the specific product groups can be found on <http://ec.europa.eu/energy/en/topics/energy-efficiency/energy-efficient-products>.

3.1.2 Background

The EU energy label (as provided by Directive 2010/30/EU⁶ ("Energy Labelling")) is well-known for transforming the market through the uptake of more efficient energy-related products. Such development is also favoured by a compulsory label that provides consumers with meaningful, credible, comparable and easy-to-understand information which brings directly measurable financial gains to consumers. The label focuses on the energy efficiency of the product – energy consumption during the use phase - whilst it also allows the inclusion of other functional or environmental aspects (for example water consumption or noise during use) relevant for consumers to make an informed choice.

On 15 July 2015 the Commission proposed a new framework for the energy label to replace Directive 2010/30/EU⁷. The new framework would return the existing labels in due time to an A to G label (thus removing the A+ to A+++ classes). In addition, under the new framework the Commission would, for some product-specific energy labels, test draft label(s) on consumers before adopting the label, as specified in the proposed article 10:

Where appropriate prior to the adoption of delegated acts, the Commission shall test the design and content of the labels for specific product groups with consumers to ensure their clear understanding of the labels.

This aims in particular at the symbols that are displayed below the A to G scale energy scale and which intend to communicate additional functional or environmental aspects. It also aims at labels that are more complex in their application of the A to G scale, such as the labels for reversible and heating-only air conditioners except single and double and duct ones⁸, which display multiple energy classes.

3.2 Description of services

The services that are required under this Framework contract will support the Directorate-General in its work to provide policy-makers with an objective judgement of the effectiveness of possible elements of the energy labels for specific product groups. The services have to be carried out according to the procedural requirements stated in this paragraph, adaptations thereto in the course of the contract and any further guidance given by the Commission.

The labels to be examined in the studies could concern labels for product groups that currently do not have an energy label or labels for product groups for which the existing label is to be revised. The list below indicates the product groups which may be covered under this Framework contract. The list of product groups may be changed and expanded depending on the progress of the preparatory or review studies⁹.

⁶ JO, L153, 18.06.2010

⁷ COM(2015)341

⁸ Commission Delegated Regulation (EU) No 626/2011 of 4 May 2011 supplementing Directive 2010/30/EU of the European Parliament and of the Council with regard to energy labelling of air conditioners - OJ L 170, 9.7.2011, p. 10-14

⁹ The Commission intends to adopt towards the end of 2015 a working plan identifying any further products groups for which preparatory studies for potential energy labelling regulation will be launched.

- refrigerating appliances;
- household washing machines;
- electrical lamps and luminaires;
- televisions and electronic displays;
- air conditioners;
- tumble driers;
- vacuum cleaners;
- window products for buildings.

The Commission will indicate in its specific terms of reference accompanying requests for specific contracts which element(s) or type of element(s) on which product-specific labels need to be studied. A specific request could concern e.g.:

- the current and two alternative potential symbols for the spin-drying efficiency symbol for washing machines;
- the annual energy consumption, annual water consumption, spin-drying efficiency, rated capacity and airborne acoustical noise during the washing and spinning phases symbols for washing machines;
- a to be designed durability symbol for vacuum cleaners (e.g. reflecting expected lifetime in terms of number of cleaning tasks);
- the indication of multiple efficiency classes (for different circumstances) for reversible and heating-only air conditioners except single and double duct ones;
- the indication of 'energy' in multiple languages on the label and alternative designs for this;
- etc.

The consumer studies should identify whether such label elements are understandable for consumers and effective in conveying the intended information, and, where specifically requested in the specific terms of reference, whether they have a significant negative impact on the clear intelligibility and effectiveness of the label as a whole.

The Commission may provide the symbols or labels to be tested or may ask the Contractor to design the symbols or labels to be tested or to propose multiple different designs for an element to be tested.

The following tasks – or any subset of them – are to be performed under each specific contract:

-
- Preparatory review of the behavioural economics literature. The purpose of this review is solely to prepare the laboratory and/or field experiments and the scale of the activities should be commensurate to that end;
 - Collection of first-hand information through laboratory/field, online/offline experiments and also, where deemed necessary, complementary surveys. The

sample of participants should be representative of the general population of consumers for the issue at stake. The sample should cover consumers from EEA countries¹⁰ belonging to different regions (i.e., Nordic countries, Eastern-European countries, Central-European countries, Mediterranean countries). The experiments should foresee a sample size that will deliver results of sufficient accuracy and should rely on reasonable assumptions based on past behavioural experiment results¹¹;

- Analysis of results and policy recommendations.

The tenderer must be able to **carry out up to 3 consumer understanding studies in parallel**. The estimated average duration of a consumer understanding study is four months, but can be shorter or longer depending on the product group. The length and concrete timing of each consumer study will be defined in the specific contract for each consumer study.

3.3. Duration of the Framework contract

The duration of the Framework contract is maximum 48 months from the date on which it is signed.

3.4. Specific Contracts under this Framework Contract

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 15 calendar days, the Contractor will provide the Contracting Authority with a written offer.

This offer shall detail the methodology, the deliverables, the composition of the team, the duration of work and the global price (including all expenses, with a labour cost component based on a "person-day" price which cannot exceed the one agreed in the framework contract).

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

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.

¹⁰ European Economic Area: EU Member States and Norway, Iceland and Liechtenstein

¹¹ For example for online field behavioural experiments a selection of seven EEA countries with sample of 500-1000 each as in the October 2014 "Study on the impact of the energy label – and potential changes to it – on consumer understanding and on purchase decisions" (study available at the following weblink: <https://ec.europa.eu/energy/sites/ener/files/documents/Impact%20of%20energy%20labels%20on%20consumer%20behaviour.pdf>)

3.4.1. Reports and documents to produce

The specific contract under this framework contract shall determine the number, timetable and type of reports to be produced. Contractors can expect the following:

1. an interim report (containing the experimental set-up of the study, including questionnaire or survey)
2. a draft final report
3. a final report in accordance with the format established by Commission rules. (point 4 of the tender specifications)

The reports 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.

Each report (inception report, draft final report and the final report) should be delivered in an electronic version (sent by e-mail), in MS Word format or Excel format (if figures). The reports are addressed to policy-makers as an aid to decision-making. They have to be drafted in a proper literate manner and fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.), using simple and non-technical language for a non-specialised audience. Technical explications shall be given in annexes.

The Commission may publish the results of the study. For this purpose, the tenderer must ensure that the study is not subject to any restrictions deriving from intellectual property rights of third parties. Should he intend to use data in the study, which cannot be published, this must be explicitly mentioned in the offer.

3.5. Organisation of Work

- **Place of performance**

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

- **Language**

The Communication language between the Commission and the awarded Contractor shall be English. 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.

3.6. 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.

3.7. Estimate of the amount of work involved

The maximum total amount to be paid by the Commission under the Framework Contract shall be EUR 1.200.000. Specific contracts will not be signed once the budget is exhausted.

All reimbursable expenses are included in this maximum amount and shall be reimbursed in accordance with article II.16 of the Framework contract up to a maximum amount of EUR 50.000 throughout performance of the Framework contract and up to a maximum amount of EUR 6.000 for each specific contract.

4 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 Contract

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)

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Identity	
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) ¹²	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname:	
First name:	
Title (e.g. Dr, Mr, Ms) :	
Position (e.g. manager):	

¹² For natural persons

Telephone number: Fax number: E-mail address:	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation¹³	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

¹³ 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 absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)
[Choose options for parts in grey between square brackets]

The undersigned *(insert name of the signatory of this form)*:

in *[his][her]* own name *(for a natural person)*

or

representing the following legal person: *(only if the economic operator is a legal person)*

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that *[the above-mentioned legal person][he][she]* is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-

making or control¹⁴ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

- declares that [the above-mentioned legal person][he][she]:
 - g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties¹⁵ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters 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 tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

¹⁴ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

¹⁵ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor 16

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:

¹⁶ To be filled in and signed by each of the partners in a joint tender, except the lead partner;