

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No. ENER/C3/2012-440 concerning
Technical assistance for standardisation work under the ecodesign and
energy labelling of energy-related products directives (Directives
2009/125/EC and 2010/30/EU)**

OPEN PROCEDURE FOR A FRAMEWORK SERVICE CONTRACT

Table of Contents

I.	SPECIFICATIONS	4
I.1.	Introduction	4
I.2.	Purpose of the Framework contract.....	5
I.3.	Place of performance.....	7
I.4.	Language	7
I.5.	Assignment implementation.....	7
II.	TERMS OF THE FRAMEWORK CONTRACT	7
II.1.	Estimate of the amount of work involved	8
II.2.	Duration.....	8
II.3.	Specific Contracts under this Framework Contract	8
II.3.1.	Reports and documents to be submitted.....	9
II.3.2.	Changes in the team	9
II.4.	Terms of payment.....	9
II.5.	Subcontracting.....	10
II.6.	Joint tenders.....	10
III.	FORM AND CONTENT OF THE TENDER	10
III.1.	General	10
III.2.	Structure of the tender	11
III.2.1.	Section One: administrative proposal	11
III.2.2.	Section Two: Technical proposal	12
III.2.3.	Section Three: Financial proposal	12
IV.	ASSESSMENT AND AWARD OF THE CONTRACT	14
IV.1.	Exclusion criteria (exclusion of tenderers).....	14
IV.1.1.	Exclusion criteria (Article 93 Financial Regulation).....	14
IV.1.2.	Other cases of exclusion	15
IV.1.3.	Evidence to be provided by the tenderers	16
IV.1.4.	Administrative and financial penalties	17
IV.2.	SELECTION CRITERIA (SELECTION OF TENDERERS)	17
IV.2.1.	Economic and financial capacity – Criteria and references required	17
IV.2.2.	Technical and professional capacity – Criteria and references required.....	18
IV.3.	EVALUATION OF TENDERS – AWARD CRITERIA	19
IV.3.1.	Technical evaluation criteria in their order of importance as weighted by percentage	19
IV.3.2.	Evaluation of the financial offer.....	20
IV.3.3.	Award.....	20
V.	ANNEXES	21

I. SPECIFICATIONS

I.1. Introduction

The Ecodesign Directive 2009/125/EC¹ establishes a legal framework for the Commission (assisted by a committee and after consultation of the stakeholders forum) to regulate the environmental characteristics of energy-using and energy-related products (except vehicles) through adopting implementing measures laying down ecodesign requirements.

Under the Energy Labelling Directive² the Commission may also adopt supplementing measures including labelling requirements in conjunction with Ecodesign implementing measures for some energy-related products.

The ecodesign and labelling requirements are linked to the measurement and to the presentation of some characteristics and parameters of the legislated products. The results of these measurements should be reliable and presented in a coherent way.

To this end, it is necessary to develop standards related to ecodesign and labelling requirements. These standards provide methods to measure and display specific parameters and to assess products performance. For harmonised standards, it is necessary to assess their conformity to the relevant requirements of the Ecodesign/Labelling Directives, and to publish their references and titles in the Official Journal of the European Union. These harmonised standards are key elements for the correct application of the ecodesign and labelling legislation in the European Union.

For this reason, it is crucial to ensure a close technical follow-up by the Commission of their development by the European Standardisation Organisations (ESOs) from the earliest stage.

Directive 2010/31/EU³ on the Energy Performance of Buildings (recast) promotes the improvement of the energy performance of buildings within the European Union, taking into account all types of energy uses (heating, lighting, cooling, air conditioning, ventilation), outdoor climatic and local conditions, as well as indoor climate requirements and cost effectiveness (Article 1).

The Energy Performance of Buildings Directive (EPBD) requires Member States to adopt all necessary measures to increase energy efficiency and enhance the use of renewable energy sources in both new and existing buildings. One tool for this is the application by Member States of minimum requirements on the energy performance of new buildings and for existing buildings that are subject to major renovation, as well as for minimum energy performance requirements for the building envelope if energy-relevant parts are replaced or retrofitted. Other tools are energy certification of buildings, inspection of heating systems and boilers, and air-conditioning systems.

¹ 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

² 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

³ OJ L 153, 18.6.2010, p.13

The use of European standards increases the accessibility, transparency and objectivity of the energy performance assessment in the Member States facilitating the comparison of best practices and supporting the internal market for construction products.

Based on a first mandate in 2003 (M/343), CEN developed a set of EPBD-related standards. Following the adoption of the recast EPBD, the Commission issued a new mandate to CEN/CENELEC (M/480) towards the end of 2010 with the aim to review and revise the existing set of standards.

Given the importance of these standards for the implementation of the EPBD by the Member States, it is crucial to ensure a close technical follow-up by the Commission of their development by the European Standardisation Organisations (ESOs) from the earliest stage.

In this context the European Commission intends to conclude a Framework contract with one organisation in order to provide the Directorate-General for Energy and in particular the unit responsible for Energy Efficiency with technical assistance for standardisation work under the ecodesign and energy labelling of energy-related products directives (Directives 2009/125/EC and 2010/30/EU).

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 IV 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 for providing technical assistance for standardisation work can be found in chapter II.3.

I.2. Purpose of the Framework contract

Objective

The aim of the framework contract is to provide technical assistance to the Commission during the European standards development process for the specific energy-related product groups covered by the Ecodesign and Labelling Directives, as well as for the various standards related to the Energy Performance of Buildings Directive. The work under this framework contract will take the form of specific contracts for technical assistance to be provided at all stages of development of a standard, from the identification of new standardisation needs until, if applicable, the publication of its references and title in the Official Journal of the European Union.

Assignments under this Framework contract can be:

1. short (about 1-2 months) for carrying out task 1 and/or task 3.
2. medium (about 6-12 months) for carrying out task 2 and task 3.
3. long (about 12-36 months) for carrying out task 2, task 3 or all tasks

The tenderer must be able to carry several assignments in parallel.

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

Tasks

TASK 1 – TECHNICAL ASSISTANCE FOR THE DRAFTING OF TECHNICAL UPDATES FOR SELECTED PRODUCT GROUPS

The contractor should give support to the identification of new standardisation needs and check for duplication of work.

The contractor should support the Commission by contributing to the drafting of standards or their updates for selected product groups when the necessity to develop or to update such standards emerges in the course of the development of ecodesign/labelling and EPBD measures. The contractor should keep independent from the standardisation process. But it should provide the necessary recommendations, explanations and support to the Commission on all the relevant standards under development (see annex 7). An example of the framework that can be followed to present the results of this review by the contractor is attached in annex 8.

TASK 2 – MONITORING OF THE DEVELOPMENT OF STANDARDS

The contractor should monitor the development by the European Standardisation Organisations (ESOs) of the requested standards under the ecodesign/labelling and EPBD Directives (see Annex 7).

The contractor should obtain and analyse all documents relating to the development of these standards. The results of this analysis should be provided to the Commission on a regular basis and on request.

The contractor should pay attention to the relationship between ecodesign/labelling and EPBD related standards, in particular regarding those product groups which are covered by both 'sets' of standards. This should focus *inter alia* on the alignment of definitions and system boundaries, expressions of performance (e.g. indicators) and assessment methodologies (e.g. input data, calculations, boundary conditions).

TASK 3 – REPORTING ON THE RESULTS OF THE ESOs TECHNICAL COMMITTEES MEETINGS

The contractor should ensure that the interests of the Commission are represented and taken into account in the relevant technical Committees (TC) and Working Groups (WG) of ESOs. It should be present in all TC and WG meetings. It should make arrangements for following up the work in the relevant TC meetings with the appropriate level of product-specific expertise for the product groups as indicated in annex 7.

The contractor should report back to the Commission on discussions held during the TC and WG meetings and on results of these discussions. It should advise whether the work programme of the ESOs technical body covers all relevant aspects indicated in the Directives and mandates, taking into account the need for a proper alignment between the ecodesign/labelling and EPBD standards for the same product groups. It should identify shortcomings in the technical requirements chosen by the ESOs technical body in relation to

the relevant Directives. It should suggest remedies and provide clarifications on the technical aspects of the preparatory works.

The contractor should advise the Commission on the appropriateness and suitability of the draft standards proposed by the ESOs for becoming harmonised standards for ecodesign/labelling Directives. It should also advise the Commission on the appropriateness and user-friendliness of the EPBD-related standards for the Member States. It should provide technical evaluation of the draft standards prior to the formal vote by ESOs and before the Commission takes a decision to reference the harmonised standard in the *Official Journal of the European Union*. The contractor will use the example in annex 8 to develop a framework to present the results of its analysis, evaluation and review.

TASK 4 – SUPPORT TO OTHER STAKEHOLDERS

The contractor should also aim at having the interests of Member States, SMEs and other stakeholders such as consumers and environmental NGOs taken into account in the standardisation process.

I.3. Place of performance

The tasks will be often performed on the Contractor's premises. However, meetings between the contractor and the Commission may be held on Commission premises in Brussels. Moreover, the Contractor will have to attend meetings of the different ESO technical committees and working groups as appropriate. Most of the meetings will be organised in Brussels, still various may be organised in other EU member states.

I.4. Language

The Communication language between the Commission and the awarded 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.

I.5. Assignment implementation

Ensuring the quality of the assignment is one of the key responsibilities of the framework contractor. He is fully responsible for the quality of the reports or/and outputs required.

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

II. 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 6). 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.

II.1. Estimate of the amount of work involved

The indicative maximum amount is EUR 1.000.000 (up to 3 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.

II.2. Duration

The Contract shall enter into force on the date on which it is signed by the last contracting party.

The framework contract will be concluded for a period of 36 months. This period is calculated in calendar days.

II.3. Specific Contracts under this Framework Contract

Each time the contracting authority will ask technical assistance 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 the number of calendar days specified in the request for services⁴, 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).

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.

The contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract (see Annex 6: Article II.3.1 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 standardisation activities. 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

⁴ Between 5 and 15 calendar days depending of the complexity of the subject

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 6: Article II.4).

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

II.3.1. *Reports and documents to be submitted*

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

- 1) an inception report;
- 2) a progress report (other type of report might be agreed in the specific contracts);
- 3) a final progress report (other type of report might be agreed in the specific contracts);

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, and USB flash drive or sent by e-mail); in PDF format as well as MS Word format or in case of data in Excel format. Additionally, the final report shall be delivered in hard copy version. 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 report 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.) using clear and non-technical language for a non-specialised audience. Very detailed technical explanations shall be given in annexes.

II.3.2. *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.

II.4. Terms of payment

Payments related to specific contracts shall be made in accordance with the provisions specified in the draft framework contract (Annex 6).

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.

II.5. Subcontracting

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value). The tenderers shall specify the names, addresses and legal status of the subcontractors. Legal persons must produce a document containing a list of the professional qualifications of the subcontractor. The Framework contractor may not choose subcontractors other than those mentioned in its bid (for the award of the framework contract or of a specific contract) unless they obtain the prior written authorisation of the contracting authority. In the terms of reference for a specific contract, the contracting authority may ask to the contractor to provide as part of its offer a declaration from the sub-contractors stating that they agree to be part of the project and perform the work assigned to them. The overall responsibility for the work shall remain with the contractor.

Tenderers must ensure that Article II.20 of the contract (Annex 6) can be applied to subcontractors. Once the contract has been signed, Article II.6 of the above-mentioned contract shall govern the subcontracting.

II.6. Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as partners. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

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.

If the contractor is a grouping or consortium of two or more persons, all such persons shall be jointly and severally liable to the Commission for the fulfilment of the terms and conditions of the contract. Such persons 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 which can be withheld at discretion.

III. FORM AND CONTENT OF THE TENDER

III.1. General

Tenders must be written in **one of the official languages** of the European Union and submitted in **triplicate** (one clearly marked "original" and two copies) as well as a copy of the offer on a CD-ROM. The attention of the tenderers is drawn to the fact that the majority of the deliverables requested under the service contract will have to be submitted in English.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

The original signature of the single tenderer's or lead partner's authorised representative (preferably in blue ink) on the administrative identification form (Annex 1) shall be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

III.2. Structure of the tender

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

III.2.1. Section One: administrative proposal

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 1, 2, 3, 4 and 5 as well other evidence required):

- Tenderers' identification (Annex 1)
 - All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.
 - If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

Each tenderer (including subcontractor(s) or any member of a consortium or grouping) must complete and sign the identification forms in Annex 1 and also provide above-mentioned documents. However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.

- Financial identification (Annex 2)

The **bank identification form** must be filled in and signed by an authorised representative of the tenderer and his/her banker. A standard form is attached in Annex 2 and a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

In the case of a grouping, this form must only be provided by the person heading the project only.

If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form on the condition that they confirm that no change in the information already provided as occurred. In case of doubt, we recommend submitting a new form.

- Legal entities (Annex 3)

The legal entity form in Annex 3 must be filled in and should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

In the case of a grouping, this form must be provided by all partners.

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form on the condition that they confirm that no change in the information already provided as occurred, In case of doubt, we recommend submitting a new form.

- Declaration of honour with respect to the Exclusion criteria and absence of conflict of interest (Annex 4)

An original should be filled and signed by (an) authorised representative(s) of all partners. Only sub-contractors with a part of the contract above 20% should the sign the form.

- Power of attorney (Annex 5) – in case of grouping only

An original should be filled and signed by (an) authorised representative(s) of each partner.

- All the supporting documentation for the purpose of checking the selection criteria (IV.2) should also be submitted under this section

The Commission reserves the right, however, to request clarification or additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

III.2.2. Section Two: Technical proposal

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to address problems raised in the specifications; Tenderers must present in their bids a proposal on the general methodology and the organisation of the work they will apply to the possible tasks under the specific contracts. The level of detail of the tender will be important for the evaluation of the tender.

The award criteria as set out in chapter IV.3 define those parts of the technical proposal to which the tenderers should pay particular attention as they will be the ground for the evaluation of the quality of the proposal.

III.2.3. Section Three: Financial proposal

All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- 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** (for this category of costs, see the next bullet-point). 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 lower price per person-day when bidding for a specific 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 6) up to that maximum amount.
- **Price must be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities annexed to the Treaty on the Functioning of the European Union.** Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;
- **Maximum price per person-day** shall be fixed and not subject to revision during the whole duration of the framework Contract.

IV. ASSESSMENT AND AWARD OF THE CONTRACT

Participation in tendering procedures 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, under the conditions laid down in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of states which have ratified this Agreement, under the conditions provided for therein.

The procedure for the award of the contract, which will concern only admissible bids (see requirements in the invitation to tender, in particular, regarding the deadline for submission and the presentation of the offers and packaging), will be carried out in three successive stages.

The aim of each of these stages is:

- 1) To check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) To check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) To assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

The assessment will be based on each tenderer's bid. All the information will be assessed in the light of the criteria set out in these specifications.

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation⁵)

1. To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:
 - (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - (b) They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
 - (c) They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the

⁵ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

- country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
 - (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation⁶ for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.
2. The cases referred to in point IV.1.1. e) Above shall be the following:
- a) Cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) Cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) Cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

IV.1.2. Other cases of exclusion

1. In accordance with Article 94 Financial Regulation, contracts will not be awarded to tenderers who, during the procurement procedure:

- a) **Are subject to a conflict of interest;**

Tenderers must declare:

- that they do not have any 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 affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- That they have not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have 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

⁶ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

The Commission reserves the right to check the above information.

- b) **Are guilty of misrepresentation** in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.
 - c) Find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1. above for this procurement procedure.
2. As mentioned under section III.2.1. the tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the professional or trade registers or provide a declaration or certificate.

IV.1.3. Evidence to be provided by the tenderers

1. When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium or grouping) shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations mentioned above (cf. IV.1.1 and VI.1.2). For that purpose, they must complete and sign the form attached in Annex 4. Where the tenderer is a legal entity, they shall, whenever requested by the Commission, provide information on the ownership or on the management, control and power of representation of the legal entity.
2. The tenderer to whom the contract is to be awarded shall provide, within 15 calendar days after notification of the results of the procurement procedure and in any case before the signature of the contract, the following evidence, confirming the declaration referred to above:

The Commission shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point IV.1.1 (a), (b) or (e) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

The Commission accepts, as satisfactory evidence that the tenderer is not in the situation described in point IV.1.1 (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is 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.

3. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 1 and 2 above shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.
4. When the subcontracted part is above 20% of the contract value, the subcontractor(s) must also provide the above-mentioned declaration on honour. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence referred to in paragraphs 2 and 3 above.

5. The Commission reserves the right to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by the Directorates General in charge of Energy or Transport and provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Union budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules.⁷

IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS)

To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

IV.2.1. Economic and financial capacity – Criteria and references required

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 II.1.

Tenderers must provide proof of their financial and economic capacity by means of the following documents: the balance sheets or extracts from balance sheets for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established. On the basis of the latter documents **tenderers are requested to fill in Annex 9 "restructured simplified accounting balance sheets and profit and loss accounts"**.

An economic operator may, where appropriate and for a particular contract, 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

⁷ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, as amended.

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.

Under the same conditions, a consortium of economic operators may rely on the capacities of members of the consortium or of other entities.

IV.2.2. Technical and professional capacity – Criteria and references required

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 tasks requested under contract.

The Tenderers' technical competence will be determined as follows:

The tenderer has successfully completed at least three assignments in the field of standardisation in the past 5 years of at least 50 000 EUR each.

The team must have at least the following qualifications:

- 4 senior staff members shall have at least 8 years of experience in relevant economic field
- 4 senior staff members shall have at least 8 years of experience in relevant engineering or technical field
- All the senior staff members shall have professional experience of at least 4 years in Community policies relating to energy efficiency in particular, environmental impacts of products, eco-design, energy labelling, standardisation, structure and functioning of the relevant markets and industrial sectors, sustainable development and social aspects. (All the mentioned fields shall be covered by the senior staff members, but not all need to have the experience in all the mentioned fields.)
- Team shall contain members having experience in elaboration of questionnaires, surveying techniques and capabilities to use state-of-the-art information technologies.
- good communication and drafting skills in English

Tenderers should provide with their offer a report of the average annual manpower in the last three years and the number of staff at senior and junior level, broken down by managerial level, and detailed curriculum vitae of each team member proposed for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

The CV's shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

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.

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.

To assess the professional expertise it is requested to provide a list of the principal services provided in the past three years and relevant to this tender, together with a statement of the price of the service, the period of work and whether the service was rendered to public or

private clients (name of client to be indicated). The Commission reserves the right to request a proof of execution of such services during the evaluation.

If several service providers/subcontractors are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them.

IV.3. EVALUATION OF TENDERS – AWARD CRITERIA

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.

Only bids that have reached a total score of a minimum of 70% and a minimum score of 60 % for each criterion will be taken into consideration for awarding the contract.

IV.3.1. Technical evaluation criteria in their order of importance as weighted by percentage

N°	Award Criteria	Weighting
1	<p><u>Understanding of the objectives of the tender</u></p> <p>Evaluation of the understanding of the objective of the tender and of the issues involved, with special focus on the understanding of the standardisation principle and the concept of stakeholders representation in European decision-making processes.</p>	40
2	<p><u>Relevance of methodology</u></p> <p>Evaluation of:</p> <ul style="list-style-type: none"> • How the tenderer intends to monitor the development of the standards • How the tenderer will ensure that the interests of the Commission are represented and taken into account in the relevant technical Committees (TC) and Working Groups (WG) of ESOs. • How the tenderer intends to obtain and analyse the documents relating to the developed standards. Tools for gathering, validating, analysing and presenting information. • How the tenderer intends to report to the Commission on the development of the standards and advice the Commission on new standardisation needs or the need to update existing ones. 	40
3	<p><u>Management and planning</u></p> <p>Appropriateness of the project planning and resource management, to cope with and fulfil the obligations of the contract.</p>	10

4	Completeness, clarity and presentation of the tender	10
Total number of points		100

IV.3.2. Evaluation of the financial offer

The maximum price per person-day will be considered as the financial offer for the tender (as referred to under section III.2.3.).

IV.3.3. Award

The framework contract will be awarded to the tender, which obtains the highest total score counted as follows:

$$\begin{array}{r}
 \text{Score for tender x} = \frac{\text{Price of lowest tender}}{\text{Price of tender x}} \text{ Multiplied by } 0.3 \\
 + \\
 \frac{\text{Total quality score for award criteria for tender x}}{100} \text{ Multiplied by } 0.7
 \end{array}$$

All bids which reached the minimum technical thresholds will be ranked according to the above formula.

INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

Upon written request, the Commission will inform the rejected tenderers of the reasons for their rejection and the tenderers having submitted an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

V. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria and absence of conflict of interest)
5. Power of Attorney (mandate in case of joint tender)
6. Draft Framework service contract (with annex I, Ib, II, III and IV to the framework contract)
7. Standards under the ecodesign/labelling and EPBD Directives
8. Example of framework for the follow up of standards development according to the related mandates
9. Restructured simplified accounting balance sheets and profit and loss accounts

ANNEX 1 to tender specifications

IDENTIFICATION OF THE TENDERER

(Each service provider, including subcontractor(s) or any member of a consortium or grouping,
must complete and sign this identification form)

Call for tender ENER/C3/2012-440

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) ⁸	
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): Telephone number: Fax number: E-mail address:	

⁸ For natural persons

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 organisation⁹ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁹ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2 to tender specifications

Financial identification form

(to be completed by the tenderer and his or her financial institution)

A specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

In the case of a grouping, this form must only be provided by the person heading the project.

ANNEX 3 to tender specifications

Legal entity form

Complete the legal entity form, which should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

ANNEX 4 to tender specifications

**Declaration of honour with respect to
the Exclusion Criteria and absence of conflict of interest**

Each service provider, including subcontractor(s) or any member of a consortium or grouping, must
sign this declaration

The undersigned [*name of the signatory of this form, to be completed*]:

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator¹⁰*)

or

- representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled 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 carried out;

¹⁰ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have 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 affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they 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) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

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.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

ANNEX 5 to tender specifications

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor ¹¹

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:

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

ANNEX 6 to tender specifications

DRAFT FRAMEWORK SERVICE CONTRACT



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY

Directorate for Renewables, research and Innovation, Energy Efficiency
Unit C3 - Energy efficiency & Intelligent Energy

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – ENER/C3/2012-440

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Ms Marie Donnelly, Director in the Directorate-General for Energy, Directorate for Renewables, research and Innovation, Energy Efficiency

of the one part,

and

[official name in full]

[official legal form] [(Delete if contractor is a natural person or a body governed by public law.)]

[statutory registration number] [(Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.)]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by **[forename, surname and function,]**]

[The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.]

of the other part,

HAVE AGREED

the **Special Conditions** and the following Annexes¹² and Specific Contract:

Annex I – General Conditions

Annex Ib – Model Specific Contract

Annex II – Tender Specifications (Invitation to Tender No [complete] of [insert date])

Annex III – Contractor's Tender (No [complete] of [insert date])

Annex IV – Daily allowances

which form an integral part of this contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the model order form and model specific contract (Annex I(b))
- The terms set out in the model order form and model specific contract (Annex I(b)) shall take precedence over those in the other Annexes.
- The terms set out in the Tender Specifications (Annex II) shall take precedence over those in the Tender (Annex III).
- The terms set out in the Contract shall take precedence over those in the order forms and specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the Requests for Services.
- The terms set out in the Requests for Services shall take precedence over those in the specific tenders.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

¹² Voluminous annexes may be replaced by a reference to publicly available documents

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is to provide the Commission with technical assistance for standardisation work under the ecodesign and energy labelling of energy-related products directives (Directives 2009/125/EC and 2010/30/EU)
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through order forms and specific contracts is binding on the Commission.
- I.1.3** Once implementation of the Contract has commenced, the Contractor shall provide the services in accordance with all terms and conditions of the Contract;
- I.1.4** Not applicable

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form or specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 36 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The specific contracts shall be returned signed before the Contract to which they refer expires.
The Contract shall continue to apply to such specific contracts after its expiry, but no later than 6 months after this date.
- I.2.5** Not applicable

ARTICLE I.3 –CONTRACT PRICES

- I.3.1** The price of services, whatever its nature, shall be calculated on the basis of a maximum fee rate of **EUR XXX** per person-day.
The price indicated in the specific contract covers any fees payable to the Contractor in relation to the vesting of rights in the Union and where applicable the transfer of rights to the Union and any use of the results by the Commission.
The maximum amount of the Contract shall be EUR 1,000,000.00 (one million Euros).
- I.3.2** Prices shall be expressed in EUR.
- I.3.3** Not applicable.
- I.3.4** In addition to the total price specified in each specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.18, up to a maximum amount determined in each specific contract. The daily subsistence allowance referred to in Article II.18.4 (d) shall be determined in accordance with Annex IV.

ARTICLE I.4 – PAYMENTS AND IMPLEMENTATION OF THE CONTRACT

I.4.1 Within 5 working days of a request for **short term assignment** services being sent by the Commission to the Contractor, the Commission shall receive a specific tender back, duly signed and dated.

Within 10 working days of a request for **medium term assignment** services being sent by the Commission to the Contractor, the Commission shall receive a specific tender back, duly signed and dated.

Within 15 working days of a request for **long term assignment** services being sent by the Commission to the Contractor, the Commission shall receive a specific tender back, duly signed and dated.

Within 5 working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date indicated in the specific contract.

I.4.2 Not applicable

I.4. Interim payment

The Contractor shall submit an admissible invoice, indicating the reference number of the Contract and of the specific contract to which it refers, for an interim payment equal to 50 % of the total price referred to under III.3.1. of the relevant specific contract.

Invoices for interim payment shall be admissible if accompanied by a progress report in accordance with the instructions laid down in the relevant specific contract.

The Commission shall have twenty days from receipt to approve or reject the progress report, and the Contractor shall have twenty days in which to submit additional information or a new progress report.

Provided the progress report has been approved, the Commission shall have thirty days from the date of receipt of the relevant invoice to pay an interim payment

I.4. Payment of the balance

Within sixty days of completion of the tasks referred to in each specific contract, the Contractor shall submit an admissible invoice, indicating the reference number of the Contract and of the specific contract to which it refers, for payment of the balance.

The invoice shall be admissible if accompanied by the final progress report in accordance with the instructions laid down in the relevant specific contract and statements of reimbursable expenses in accordance with Article II.18.

The Commission shall have forty-five days from receipt to approve or reject the final progress report, and the Contractor shall have 20 days in which to submit additional information or a new final progress report.

Provided the final progress report has been approved, the Commission shall have thirty days from the date of receipt of the relevant invoice to pay the balance.

[For Contractors established in Belgium, the order forms shall include the following provision: “En Belgique, l’utilisation de ce bon de commande vaut présentation d’une demande d’exemption de la TVA n° 450 (circulaire 2/1978)” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

I.4. Not applicable

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro¹³, identified as follows:

Name of bank:
Address of branch in full:
Exact designation of account holder:
Full account number including codes:
[IBAN¹⁴ code:]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing in paper or electronic format and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below.

Electronic communication must be confirmed by paper communication when requested by any of the parties. The parties agree that paper communication can be replaced by electronic communication with electronic signature.

Communications shall be sent to the following addresses:

Commission:

European Commission
Directorate-General for Energy
Directorate C
Unit C3
B-1049 Brussels

¹³ Or local currency where the receiving country does not allow transactions in EUR.

¹⁴ BIC or SWIFT code for countries with no IBAN code

Contractor:Mr/Mrs/Ms [*complete*][*Function*][*Company name*][*Official address in full*]**ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

I.7.1 The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

I.7.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Director of the Shared Resource Directorate MOVE/ENER acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

ARTICLE I.9 - USE OF THE RESULTS**I.9.1 Modes of exploitation**

All studies/analysis/elaborations/thesis/materials/reports, performance, scientific work documented data, database format and data produced within this Contract and for which the rights vest in the Union and thereby the Union has acquired the ownership in accordance with Article II.10 may be used in the following way:

- i) distribution:
 - publishing in paper copies
 - publishing in electronic form as downloadable/non-downloadable file
 - making available on internet
 - public presentation or display
 - communication through a press information services,
 - inclusion in widely accessible databases or indexes
 - in any form and by any method existing at this date and in the future
 - giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents
- ii) storage:
 - in paper format
 - in electronic format
- ii) archiving in line with the applicable document management rules

- iv) modifications made by the Commission or by a third party:
 - making a summary
 - modification of the content
 - technical changes to the content:
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities
 - providing third parties with additional information concerning the result (e.g. source code)
 - addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.,
 - preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
 - extracting a part or dividing into parts
 - use of a concept or preparation of a derivate work
 - digitisation or converting the format for storage or usage purposes
 - translate, subtitle, dub
- vi) use for own purposes:
 - making available to the staff of the Commission
 - making available to the persons and entities working for the Commission or cooperating with it, including: contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions
 - installing, uploading, processing
 - arranging, compiling, combining, retrieving
 - making a copy, reproducing
- vii) allow use of results by third parties:
 - for commercial or non commercial purposes,
 - without payment
 - assignment in full or in part

This list may be further specified in the Specific Contract.

Where the Commission becomes aware that scope of modifications exceeds the scope envisaged in the Contract the creator shall be consulted. The creator will be obliged to provide his response within two weeks. He shall provide his agreement including any suggestions of modifications free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

I.9.2 Pre-existing rights, intermediaries, creators' rights

Where industrial and intellectual property rights, including rights of ownership and use of the Contractor and third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor shall establish a list which shall specify all pre-existing rights and disclose it to the Commission at the latest when delivering a final result.

All pre-existing rights to delivered results shall vest in the Union and thereby under the terms of the Contract be effectively transferred to the Union, as provided for in Article I.9.1.

The Contractor shall present relevant and exhaustive proofs of acquiring all necessary rights together with delivery of the final report at the latest. The latter should be fulfilled by presentation of the contractors', all subcontractors' intermediating in the transfer of rights and creators' statements prepared in accordance with annex A1 and if requested in the Specific Contract the following possible information and documents:

- Name and version number of the software product
- Title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify origin easily
- Full identity of the author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer
- Copy of the licence to use the product or reference to it
- Agreement transferring the right to the product to the Contractor
- Text of the disclaimer notice
- Statements prepared in accordance with Annex A2

ARTICLE I.10 – NOT APPLICABLE.

ARTICLE I.11 – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

In case this Contract was signed by both the Commission and the Contractor before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

This article is not applicable for contracts not covered by Directive 2004/18/EC and in cases indicated in Article 158a(2) of the rules for the implementation of the Financial regulation (Regulation No2342/2002).

ARTICLE I.12 – NOT APPLICABLE

SIGNATURES

For the Contractor,
[Company name/forename/surname/function]

For the Commission,
Marie Donnelly, Director

signature[s]: _____

signature:_____

Done at [Brussels], [date]

Done at Brussels, [date]

In duplicate in English.

ANNEX I

II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

- II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4** The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6** The Contractor shall have sole responsibility for the staff who executes the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

- II.1.8** Should any unforeseen event, action or omission directly or indirectly hampers execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.9** Should the Contractor fail to perform his obligations under the Contract the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.12.

ARTICLE II. 2 – LIABILITY

- II.2.1** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.6 but only up to three times the total amount of the Contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or by its employees; the Contractor shall remain liable without any limitation as to the amount of the damage or loss.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II. 3 - CONFLICT OF INTERESTS

- II.3.1** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation

which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3 The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he 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 performance of the Contract.

II.3.4 The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II. 4 – CONFIDENTIALITY

II.4.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.4.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.5 - DATA PROTECTION

II.5.1 The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

II.5.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.5.3 Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

II.5.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

- II.5.5** The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:
- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised use of data-processing systems by means of data transmission facilities;
 - b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
 - c) record which personal data have been communicated, when and to whom;
 - d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
 - e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
 - f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II. 6 – SUBCONTRACTING

- II.6.1** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.6.2** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.6.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.20.

ARTICLE II. 7 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties before fulfilment of all their contractual obligations. An oral agreement shall not be binding on the contracting parties. An order form or a specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II. 8 – ASSIGNMENT

- II.8.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.
- II.8.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.9 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION ABOUT THE CONTRACT

- II.9.1** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in the Contract, in particular the identity of the Contractor, the subject matter, the duration and the amount paid. Where personal data is concerned, Article I.8 and II.5 shall apply.
- II.9.2** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to distribute or publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.9.3** Any distribution or publication of information relating to the Contract or use of outcome of the implementation of the Contract and provided as such by the Contractor shall require prior written authorisation from the Commission and, if so requested, shall mention that it was produced within a contract with the Commission. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.9.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

- II.10.1** A result shall be any outcome of the implementation of the Contract and provided as such by the Contractor.

A creator shall be any person who contributed to production of the result.

Pre-existing intellectual property rights, sometimes referred to as background technology, are any industrial and intellectual property rights which exist prior to the contract being entered into and include rights of ownership and use of the Contractor, the Commission and any third parties ("pre-existing rights").

It shall be a material term of the Contract and of the essence of the Contract that Contractors shall be under a duty to provide a list of pre-existing rights at the date of delivery of the final result the latest.

- II.10.2** The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the Contract, shall be irrevocably and fully vested to the Union, which may use them as described in the Contract. All the rights shall be vested on the Union from the moment the results were delivered and accepted by the Commission.

For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the Union.

The payment of the fee under Article I.3 is deemed to include all forms of use by the Union of the results as set out in Article I.9.

The above vesting of rights in the Union under this Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

- II.10.3** Any intermediary sub-result, raw data, intermediary analysis made available to the Commission by the Contractor cannot be used by the Union without written consent of the Contractor, unless the tender specification explicitly provides for it to be treated as self-contained result.
- II.10.4** The Contractor retains all right, title and interest in pre-existing rights not fully vested into the Union in line with Article I.9.2, and hereby grants the Union for the requested period a licence to use the pre-existing rights to the extent necessary to use the delivered results.
- II.10.5** The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Commission. This does not concern the moral rights of natural persons and rights referred to in Article II.10.4.
- II.10.6** The Contractor shall clearly point out all quotations of existing textual works made by the Contractor. The complete reference should include as appropriate: name of the author, title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify the origin easily.
- II.10.7** The Contractor shall clearly indicate all parts to which there are pre-existing rights and all parts of the result originating from external sources: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form).
- For non-textual results or results provided in electronic form only, the description, instruction or information document shall list all parts coming from external sources: IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.
- II.10.8** If the Commission so requires, the Contractor shall provide proof of ownership or rights to use all necessary rights to the materials referred to in Article II.10.7.
- II.10.9.** By delivering the results the Contractor confirms that the creators undertake not to oppose their names being recalled when the results are presented to the public and confirms that the results can be divulged.
- The Contractor shall possess all relevant agreements of the creator and provide proof by way of documentary evidence.
- II.10.10.** By delivering the results the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that he possesses the relevant rights or powers to execute the transfer. He also warrants that he has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- II.10.11.** The Contractor shall indemnify and hold the Union harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the Union's use of the works and in relation to which the Contractor has granted the Union user rights.

ARTICLE II. 11 – FORCE MAJEURE

- II.11.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on

the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

- II.11.2** Without prejudice to Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.11.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.11.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II. 12 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages per calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

V is the price of the relevant purchase;

d is the duration specified in the relevant order form or specific contract expressed in days

The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 13 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, where the Contract is subject to substantial error, irregularity or fraud the Commission may suspend execution of the Contract, pending order forms or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission shall as soon as possible give notice to the Contractor to resume the service suspended or inform that it is proceeding with contract termination. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the order forms or specific contracts, or of part thereof.

ARTICLE II. 14 – TERMINATION BY THE COMMISSION

II.14.1 The Commission may terminate the Contract, a pending order form or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his 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) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order form or a specific contract has not actually commenced within fifteen days¹⁵ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;
- (l) when due to the termination of the contract with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

II.14.2 In case of force majeure, notified in accordance with Article II.11, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.14.3 Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

¹⁵ This period can be modified in the Special Conditions depending on the nature of the contract.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.14.4 Consequences of termination

In the event of the Commission terminating the Contract or a pending order form or specific contract in accordance with this article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted service. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.14a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II. 15 – INVOICING AND PAYMENTS

II.15.1 Pre-financing guarantee

Where required by Article I.4 or if the pre-financing is over €150 000, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent service rendered on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The guarantee shall be retained until the pre-financing has been cleared against interim payments or payment of the balance to the Contractor. It shall be released the following month or, in the absence of such clearing, four months after the issuance of a corresponding debit note. The cost of providing such guarantee shall be borne by the Contractor.

II.15.2 Interim payments and payment of the balance

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

At the end of each of the periods indicated in Annex II the Contractor shall submit to the Commission an invoice accompanied by the documents provided for in the Special Conditions.

If providing a progress report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new progress report.

Approval of the progress report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Where the Commission requests a new progress report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new progress report shall likewise be subject to the above provisions.

II.15.3. Payment currency and costs

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

- costs of dispatch charged by the bank of the Commission are borne by the Commission,
- cost of receipt charged by the bank of the Contractor are borne by the Contractor,
- all costs of repeated transfer caused by one of the parties are borne by the party who caused repetition of the transfer.

ARTICLE II. 16 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.16.1 Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.16.2 The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his invoice is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. The Commission may proceed with further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the invoice is admissible.

The Commission shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.16.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II. 17 – TAXATION

- II.17.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.17.2** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.
- II.17.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.17.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II. 18 - REIMBURSEMENTS

- II.18.1** Where provided by the Special Conditions or by Annex II, the Commission shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.18.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.18.3** Travel expenses shall be reimbursed as follows:
- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
 - b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.
- II.18.4** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
 - b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
 - c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
 - d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.
- II.18.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.
- II.18.6.** Conversion between the euro and another currency shall be made using the daily euro exchange rate published in the C series of the *Official Journal of the European Union* of the day on which the expense was made or, failing that, at the monthly accounting rate established by the Commission and published on its website.

ARTICLE II. 19 – RECOVERY

- II.19.1** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.
- II.19.2** In the event of failure to pay by the deadline specified in the debit note, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.19.3** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union or the European Atomic Energy Community that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II. 20 – CHECKS AND AUDITS

- II.20.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.20.2** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.20.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ANNEX I(b)**SPECIFIC CONTRACT No ENER/C3/2012-440/SI2.xxx**
implementing Framework Contract No ENER/C3/2012-440

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), represented for the purposes of the signature of this contract by Ms Marie Donnelly, Director in the Directorate-General for Energy, Directorate for Renewables, research and Innovation, Energy Efficiency,

of the one part,

and

[*official name in full*]

[*official legal form*]

[*statutory registration number*]

[*official address in full*]

[*VAT registration number*]

hereinafter referred to as "the Contractor", represented for the purposes of the signature of this contract by [*forename, surname and function.*]

The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No ENER/C3/2012-440 signed by the Commission and the Contractor on [*complete date*].

III.1.2 The subject of this specific contract is [*short description of subject*].

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [*specified in Annex [complete].*]

ARTICLE III.2: DURATION

III.2.1 This specific contract shall enter into force [on the date on which it is signed by the last contracting party].

III.2.2 The duration of the execution of the tasks shall not exceed [*complete*] [*days/months*]. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of this specific contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

III.3.1 The total price to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

This price also covers any fees payable to the Contractor in relation to the vesting of rights in the Union and where applicable the transfer of rights to the Union and any use of the results by the Commission.

III.3.2 In addition to the price [no reimbursable expenses are foreseen.] [expenses up to the amount of EUR [amount in figures and in words] will be reimbursed according to the provisions of the Framework contract].

[For Contractors established in Belgium, the provisions of this specific contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

ARTICLE III.4: PERFORMANCE GUARANTEE

Not applicable

ARTICLE III.5: USE OF RESULTS

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause I.9 of the Special Conditions]

ARTICLE III.6 : CHANGES IN THE TEAM

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.

ANNEXES

Annex A1 - Statement of Contractor concerning right to delivered result

Annex A2 - Statement of creator / intermediary in delivery

Annex B – Request for service

Annex C - Contractor's Specific Tender (no [complete]¹⁶ of [insert date])

SIGNATURES

For the Contractor,

[Company name/forename/surname/function]

For the Commission,

[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done at [Brussels], [date]

In duplicate in English.

Done at [Brussels], [date]

¹⁶ Number to be inserted in case of competitive multiple framework contract.

Annex [A1]

Statement of Contractor concerning right to delivered result

[Option 1: general statement -low risk situations, e.g. limited use of the results]

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the Contract *[insert title and/or number of the contract]* warrants that the Contractor holds full right to the delivered *[insert title and/or description of result]* which is free of any claims, including claim of the creators who transferred all their rights and *[were fully paid]* *[will be paid as agreed within [complete] weeks from [delivery of this statement.] [receipt of confirmation of acceptance of the work].*

[Option 2: detailed statement - higher risk situations, e.g. extensive use of the results]

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the contract *[insert title and/or number of the contract]* warrants that *[, except for [the parts listed in [complete by reference to the Tender Specification and/or offer]] [or list parts for which rights are not transferred],]*¹⁷ the Contractor holds a right to the delivered *[insert title and/or description of result]* which is/are free of any claims of third parties.

Work was prepared by *[insert names of creators]* *[, except for [the parts listed in [complete by reference to the Tender Specification and/or offer]] [or list parts that pre-existed and for which rights are not transferred],]*¹⁸ is *[original and]* free of rights of third persons. Creators transferred all their rights to the work (excluding moral rights of natural persons) to *[insert name of the entity that received rights from the creators]* *[through a contract of [insert date] [a relevant extract of which is] herewith attached.*

Creators *[received all their remuneration on [insert date]] [will receive all their remuneration as agreed within [complete] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].*

Date, place, signature

¹⁷ In case not all IP rights were fully transferred

¹⁸ In case parts of the work pre-existed and belonged to third parties

Annex [A2]

Statement of creator / intermediary in delivery

of the [*title of the result*]
within the Framework Contract number [*complete*]
Specific Contract No [*complete*]

concluded between the European Commission and [*name of the contractor(s)*]

I, [*insert name of the authorised representative of the intermediary*] representing [*insert name of the intermediary*] state that I am the right holder of: [*identify the relevant parts of the result*] [which I created] [for which I received rights from [*insert name*]].

I am aware of the above contract, especially Articles I.9, II.10 and point [*insert reference*] of the Request for Service and I confirm that I transferred all the relevant rights to [*insert name*].

I declare that [I received full remuneration.] [I agreed to receive remuneration by [*insert date*]].

[I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.]¹⁹

Date, place, signature

¹⁹ Necessary for creators

Annex B



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY

Directorate C - New and renewable sources of energy, Energy efficiency & Innovation

Brussels,
ener.c.3(2011)

Mr/Mrs/Ms [*complete*]
[*Function*]
[*Company name*]
[*Official address in full*]

**REQUEST FOR SERVICES IN THE CONTEXT OF THE MULTIPLE FRAMEWORK CONTRACT
N°ENER/C3/2012-440 FOR TECHNICAL ASSISTANCE FOR STANDARDISATION WORK UNDER THE
ECODESIGN AND ENERGY-RELATED PRODUCTS DIRECTIVE (DIRECTIVES 2009/125/EC AND
2010/30/EU)**

In the context of the Framework Contract N°ENER/C3/2012-440 signed on XXX between XXX and the Directorate General for Energy, the Directorate General requests your proposal for one assignment aimed at carrying out the following tasks:

XXXXX

In accordance with points I.1, 2 of the framework contract Specifications, please provide us with your quotation for the following service(s) under the Framework Contract ENER/C3/2012-440:

- XXX
- XXX
-

Please note that the maximum budget available for this project is XXX Euro,

bearing in mind that the maximum total amount to be paid by the Commission under the Framework Contract shall be 1,000,000.00 EUR covering all tasks executed.

Travel and daily allowances shall be previously agreed with the Commission services. The work is expected to start as soon as possible and all tasks/deliverables/reports should be finalised as specified above.

Please submit a dated and signed offer, including the proposed team, work-plan and timetable as soon as possible to the address:

European Commission
DG ENER.C.3
Contact person: XXX
Office: XXX
B-1049 Brussels, Belgium
Email: XXX

The proposal must be in conformity with the framework contract and must include:

- the reimbursable expenses and the maximum amount of reimbursable expenses payable for travel and subsistence expenses relating to the services provided;
- the composition of the proposed team: names, categories of expertise, CVs;
- a statement certifying that you will be able to carry out the services / submit the report before the indicated deadline;
- specifications regarding details of the work and deliverables;

Submission of a proposal implies acceptance of the terms specified in the Special and General Conditions of the above Framework Contract. Please note that this request is only exploratory and does not imply a commitment for the Commission to assign this service to you.

For any further information you may require about this evaluation project, please contact XXX, tel. XXX.

I look forward to receiving your offer.

Marie Donnelly
Director

Annex IV

Daily allowances

Indemnités journalières pour les Etats membres de l'Union européenne

Daily allowances for the Member States of the European Union :

DESTINATION		Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
FR	EN	Daily allowance in EUR	Maximum hotel price in EUR
Allemagne	Germany	93	115
Autriche	Austria	95	130
Belgique	Belgium	92	140
Bulgarie	Bulgaria	58	169
Chypre	Cyprus	93	145
Danemark	Denmark	120	150
Espagne	Spain	87	125
Estonie	Estonia	71	110
Finlande	Finland	104	140
France	France	95	150
Grèce	Greece	82	140
Hongrie	Hungary	72	150
Irlande	Ireland	104	150
Italie	Italy	95	135
Lettonie	Latvia	66	145
Lituanie	Lithuania	68	115
Luxembourg	Luxembourg	92	145
Malte	Malta	90	115
Pays-Bas	Netherlands	93	170
Pologne	Poland	72	145
Portugal	Portugal	84	120
République tchèque	Czech Republic	75	155
Roumanie	Romania	52	170

Royaume-Uni	United Kingdom	101	175
Slovaquie	Slovakia	80	125
Slovénie	Slovenia	70	110
Suède	Sweden	97	160

Indemnités journalières pour les Etats hors de l'Union européenne (en Euro)

Daily subsistence allowances for countries outside the European Union (in Euro)

DESTINATION		Indemnité Journalière	Plafond Hôtel
FR	EN	Daily allowance €	Maximum hotel price €
Afghanistan	Afghanistan	50	75
Afrique du Sud	South Africa	50	145
Albanie	Albania	50	160
Algérie	Algeria	85	85
Andorre*	Andorra*	68,89	126,57
Angola	Angola	105	175
Anguilla	Anguilla	75	140
Antigua et Barbuda	Antigua and Barbuda	85	140
Antilles néerlandaises	Netherlands Antilles	90	185
Arabie Saoudite	Saudi Arabia	85	195
Argentine	Argentina	75	210
Arménie	Armenia	70	210
Aruba	Aruba	80	185
Australie	Australia	75	135
Azerbaïdjan	Azerbaijan	70	200
Bahamas	Bahamas	75	115
Bahreïn	Bahrain	80	195
Bangladesh	Bangladesh	50	140
Barbade	Barbados	75	140
Belarus	Belarus	90	135
Belize	Belize	50	135
Bénin	Benin	50	100
Bermudes	Bermuda	70	140
Bhoutan	Bhutan	50	130

Bolivie	Bolivia	50	100
Bonaire	Bonaire	90	185
Bosnie Herzégovine	Bosnia and Herzegovina	65	135
Botswana	Botswana	50	135
Brésil	Brazil	65	180
Brunei	Brunei	60	165
Burkina Faso	Burkina Faso	55	90
Burundi	Burundi	50	115
Caïmans, îles	Cayman Islands	60	135
Cambodge	Cambodia	50	115
Cameroun	Cameroon	55	105
Canada	Canada	65	165
Cap-Vert	Cape Verde	50	75
Centrafricaine, Rép	Central African Republic	60	80
Chili	Chile	70	175
Chine	China	55	155
Chypre	Cyprus	50	110
Cisjordanie et Bande de Gaza	West Bank and Gaza Strip	60	110
Colombie	Colombia	50	120
Comores	Comoros	50	85
Congo (Rép. Dém. du)	Congo, Dem. Rep.	105	140
Congo (Rép. du)	Congo	70	115
Cook, îles	Cook Islands	50	135
Corée (Nord), R.P.D.	D.P.R of Korea	50	180
Corée (Sud), Rép. de	Republic of Korea	100	200
Costa Rica	Costa Rica	50	140
Côte d'Ivoire	Côte d'Ivoire	60	130
Croatie	Croatia	60	120
Cuba	Cuba	75	150
Djibouti	Djibouti	65	170
Dominicaine, Rép.	Dominican Republic	60	170
Dominique	Dominica	75	140
Egypte	Egypt	65	140
El Salvador	El Salvador	55	125
Emirats arabes Unis	United Arab Emirates	70	195
Equateur	Ecuador	50	140

Erythrée	Eritrea	50	80
Estonie	Estonia	70	120
Etats-Unis d'Amérique (Autres)	USA (others)	80	200
Etats-Unis d'Amérique (New York)	USA (New York)	100	275
Ethiopie	Ethiopia	50	145
Fidji	Fiji	50	120
Gabon	Gabon	75	115
Gambie	Gambia	50	120
Géorgie	Georgia	80	215
Ghana	Ghana	70	140
Grenade	Grenada	75	140
Guadeloupe	Guadeloupe	65	115
Guam	Guam	60	135
Guatemala	Guatemala	50	125
Guinée équatoriale	Equatorial Guinea	60	85
Guinée, Rép. de	Guinea	50	135
Guinée-Bissau	Guinea-Bissau	50	90
Guyane	Guyana	50	160
Guyane Française	French Guiana	55	140
Haïti	Haiti	65	125
Honduras	Honduras	50	125
Hong Kong	Hong Kong	60	205
Inde	India	50	195
Indonésie	Indonesia	50	145
Indonésie - Timor oriental	Indonesia - East Timor	50	110
Iran, Rép islam	Iran	55	145
Iraq	Iraq	60	85
Islande	Iceland	85	160
Israël	Israel	105	210
Jamaïque	Jamaica	60	170
Japon	Japan	130	275
Jordanie	Jordan	60	135
Kazakhstan	Kazakhstan	70	175
Kenya	Kenya	60	165
Kirghizistan	Kyrgyzstan	75	180
Kiribati	Kiribati	60	145
Koweït	Kuwait	85	195
Laos	Lao, People's Dem.	50	145

	Rep.		
Lesotho	Lesotho	50	100
Liban	Lebanon	70	190
Liberia	Liberia	85	150
Libye, Jamahiriya ar.	Libyan Arab Jamahiriya	50	175
Liechtenstein	Liechtenstein	80	95
Macao	Macao	55	95
Macédoine (ARY)	TFYR of Macedonia	50	160
Madagascar	Madagascar	50	105
Malaisie	Malaysia	50	200
Malawi	Malawi	50	165
Maldives	Maldives	50	135
Mali	Mali	60	95
Mariannes du Nord, îles	Northern Mariana Islands	70	135
Maroc	Morocco	75	130
Marshall, îles	Marshall Islands	50	135
Martinique	Martinique	70	110
Maurice, Rép.	Mauritius	60	140
Mauritanie	Mauritania	50	75
Mayotte	Mayotte	50	110
Mexique	Mexico	70	185
Micronésie	Micronesia	55	135
Moldova	Republic of Moldova	80	170
Monaco*	Monaco*	72,58	97,27
Mongolie	Mongolia	70	90
Montserrat	Montserrat	55	140
Mozambique	Mozambique	60	140
Myanmar	Myanmar	50	75
Namibie	Namibia	50	85
Nauru	Nauru	50	135
Népal	Nepal	50	135
Nicaragua	Nicaragua	50	135
Niger	Niger	50	75
Nigeria	Nigeria	50	185
Niue	Niue	50	135
Norvège	Norway	80	140
Nouvelle-Calédonie	New Caledonia	55	135
Nouvelle-Zélande	New Zealand	60	125
Oman	Oman	70	135

Ouganda	Uganda	55	180
Ouzbékistan	Uzbekistan	75	155
Pakistan	Pakistan	50	130
Palau	Palau, Republic of	50	135
Panama	Panama	50	160
Papouasie Nouvelle Guinée	Papua New Guinea	55	135
Paraguay	Paraguay	50	140
Pérou	Peru	75	135
Philippines	Philippines	60	150
Polynésie française	French Polynesia	60	135
Puerto Rico	Puerto Rico	65	140
Qatar	Qatar	65	135
Réunion	Reunion	60	90
Russie	Russian Federation	90	275
Rwanda	Rwanda	65	160
Saint Kitts et Nevis	Saint Kitts and Nevis	85	185
Sainte-Lucie	Saint Lucia	75	140
Saint Marin*	San Marino*	60,34	114,33
Saint-Vincent et les Grenadines	St. Vincent and the Grena.	75	190
Salomon, îles	Solomon Islands	50	120
Samoa	Samoa	50	135
Samoa Américaines	American Samoa	70	135
São Tome et Principe	Sao Tome & Principe	60	95
Sénégal	Senegal	65	135
Seychelles	Seychelles	85	140
Sierra Leone	Sierra Leone	55	135
Singapour	Singapore	75	150
Somalie	Somalia	50	125
Soudan	Sudan	55	215
Sri Lanka	Sri Lanka	50	105
St Marteen	St Marteen	90	185
Suisse	Switzerland	80	140
Suriname	Suriname	55	125
Swaziland	Swaziland	50	90
Syrie	Syrian Arab Republic	80	145
Tadjikistan	Tajikistan	75	110

Taiwan, Prov de Chine	Taiwan	55	200
Tanzanie	Tanzania, United Rep. of	50	200
Tchad	Chad	65	145
Thaïlande	Thailand	60	145
Timor oriental	East Timor	50	110
Togo	Togo	60	95
Tokelau, îles	Tokelau Islands	50	135
Tonga	Tonga	50	105
Trinité et Tobago	Trinidad and Tobago	60	115
Tunisie	Tunisia	60	85
Turkménistan	Turkmenistan	80	150
Turks et Caicos, îles	Turks and Caicos Island	55	135
Turquie	Turkey	55	165
Tuvalu	Tuvalu	50	135
Ukraine	Ukraine	80	190
Uruguay	Uruguay	55	160
Vanuatu	Vanuatu	60	110
Vatican*	Vatican*	60,34	114,33
Venezuela	Venezuela	85	125
Vierges, îles (Etats-Unis)	Virgin Islands (USA)	55	140
Vierges, îles (Grande-Bretagne)	Virgin Islands (UK)	75	140
Viêt-Nam	Viet Nam	50	205
Wallis et Futuna îles	Wallis & Futuna Islands	50	135
Yémen	Republic of Yemen	60	165
Yougoslavie, Rép. Féd. (Serbie et Monténégro)	Yugoslavia	80	140
Zambie	Zambia	50	135
Zimbabwe	Zimbabwe	50	115
Autres pays	Other country	60	145

* rattaché géographiquement aux pays correspondants :

geographically linked to the following countries:

- Andorre/Andorra : Espagne/Spain
- Monaco : France
- Saint Marin/San Marino : Italie/Italy
- Vatican : Italie/Italy

Calcul

Le calcul des **Indemnités journalières (I J)** se fait selon les règles suivantes:

Durée du déplacement:

- inférieure ou égale à 6 heures: frais réels (sur présentation des pièces justificatives).
- plus de 6 heures à 12 heures inclus: 0,5 I J.
- plus de 12 heures à 24 heures inclus: 1 I J.
- plus de 24 heures à 36 heures inclus: 1,5 I J.
- plus de 36 heures à 48 heures inclus: 2 I J.
- plus de 48 heures à 60 heures inclus: 2,5 I J, etc....

Calculation

Daily subsistence allowances are to be calculated as follows:

Length of mission:

- six hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than six hours but not more than twelve hours: half the daily allowance;
- more than twelve hours, but not more than twenty-four hours: the daily allowance;
- more than twenty-four hours but not more than thirty-six hours: one and a half times the daily allowance;
- more than thirty-six hours but not more than forty-eight hours: twice the daily allowance;
- more than forty-eight hours but not more than sixty hours: two and a half times the daily allowance, and so on.

Form to be used for reimbursement of travel and subsistence costs

Contract N°					
Name of the traveller :					
Destination & Reason :					
Departure*	Date :		Distance Km: (return trip)		
Return*	Date :		Number of days:		
*: from/to the principal place of performance of the contract					
Daily subsistence allowances (please include original hotel bills)					
Length of the mission :			Days		
Allowance per full day :			€	a	
Rate of allowances due :			Number of days	b	
Total allowances due :			€	c=axb	
Transport costs					
<i>Please include the original transport tickets (airplane tickets & boarding cards, train tickets, ...), invoices paid to the travel agencies or airline companies, etc.</i>					
N°	Date	Currency	Amount	Exchange-rate (To be completed by the Commission)	Amount in € (To be completed by the Commission)
1					
2					
3					
4					
5					
Total transport costs :				d	
Other costs					
<i>Please specify and include the original invoices.</i>					
N°	Date	Currency	Amount	Exchange-rate	Amount in €
1					
2					
3					
4					
5					
Total other costs :				e	
TOTAL:				= c +d+e	

For journeys of less than 200 km (return trip) no subsistence allowance is payable.

ANNEX 7 to tender specifications

Standards under the ecodesign/labelling and EPBD Directives

A) Ecodesign and energy labelling related product groups

#	Product Group	State-of-Play
1	Standby and off mode power consumption	Reg. 2008/1275 adopted Mandate M/439 (accepted) No transitory measurement method has been published but supplementary information can be found in the <i>Guidelines</i> ²⁰ accompanying Reg. 2008/1275 (October 2009)
2	Simple Set Top Boxes	Reg. 2009/107 adopted Mandate M/451 (accepted in Oct. 2009) Transitory measurement method is included in the Implementing Reg. 2009/107
3	External Power Supplies	Reg. 2009/278 adopted Mandate M/450 (accepted) No transitory measurement method has been published but supplementary information can be found in the <i>Guidelines</i> ²¹ accompanying Reg. 2008/1275 (October 2009) Mandate M/455 (concluded)
4	Televisions	Reg. 2009/642 adopted Mandate M/477 sent to ESO in December 2010 Transitory measurement method published in OJEU C114, 4 May 2010, p4
5	Electric motors	Reg. 2009/640 adopted Mandate M/470 (accepted) No transitory measurement method will be published
6	Circulators	Reg. 2009/641 adopted Mandate M/469 (accepted) No transitory measurement methods will be published
7	Tertiary and office lighting	Reg. 2009/245 adopted Mandate M/485 sent to ESO on 2 February 2011 Transitory measurement method published in OJEU 2010/C 92/04 of 10 th April 2010
8	Household refrigerating appliances	Ecodesign Reg. 643/2009 and Energy labelling Reg. 1060/2010 adopted. Mandate M/459 (accepted)

²⁰ http://ec.europa.eu/energy/efficiency/ecodesign/doc/legislation/guidelines_for_smes_1275_2008_okt_09.pdf

²¹ http://ec.europa.eu/energy/efficiency/ecodesign/doc/legislation/guidelines_for_smes_1275_2008_okt_09.pdf

		<p>Transitory measurement method for the purpose of Ecodesign Reg. 643/2009 published in OJEU 2010/C 16/09 of 22nd January 2010</p> <p>Transitory measurement method for the purpose of Energy Labelling Reg. 1060/2010 to be published in OJEU-C by end February 2011</p>
9	Household washing machines	<p>Ecodesign Reg. 1015/2010 and Energy labelling Reg. 1061/2010 adopted</p> <p>Mandate M/458 (accepted)</p> <p>No transitory measurement method will be published</p>
10	Household dishwashers	<p>Ecodesign Reg. 1016/2010 adopted</p> <p>Mandate M/481 sent to ESO on 17/01/2011</p> <p>Transitory measurement method to be published in the near future</p>
11	Room air conditioning appliances, local air coolers and comfort fans	<p>Preparatory study completed</p> <p>Mandate M/488 sent to ESO in February 2011</p>
12	Imaging equipment (copiers, faxes, printers, scanners, multifunctional devices)	Mandate M/462 (accepted)
13	Variable Speed Drives and Power Drive Systems, including voltage regulators	Mandate M/476 sent to ESO
14	Water Pumps	Individual draft mandate sent to ESO for informal consultation. Final mandate to be sent to ESO shortly
15	Fans	Individual draft mandate sent to ESO for informal consultation. Final mandate to be sent to ESO shortly
16	Vacuum cleaners	<p>Mandate M/353 (accepted)</p> <p>GRANT AGREEMENT</p> <p>SA/CLC/ENTR/353/2007-05 "Measurement standard concerning household electrical appliance: Vacuum Cleaner"</p>
17	Boilers and combi-boilers (gas and oil fired boilers, heat pumps and mCHP)	<p>Adoption of the Ecodesign Implementing Reg. is planned in 2nd half 2012</p> <p>Technical details on expected standardisation work will be specified in an update to Annex B at the time when the Ecodesign Implementing Reg. is adopted</p>
18	Water heaters (gas, electric, oil, heat pumps and solar)	<p>Adoption of the Ecodesign Implementing Reg. is planned in 2nd half 2012</p> <p>Technical details on expected standardisation work will be specified in an update to Annex B at the time when the Ecodesign Implementing Reg. is adopted</p>
19	Personal computers (desktops and laptops) and computer monitors	
20	Complex Set Top Boxes	Draft voluntary agreement by the Digital Interoperability

21	Non directional household lamps	Reg. 2009/244 adopted Technical details on expected standardisation work will be specified in an update to Annex B at the time when the future Ecodesign Implementing Reg. on directional lamps is adopted (in 2011) Transitory measurement methods are published in Annex III of the Regulation
22	Directional lamps and household luminaires	Adoption of the Ecodesign Implementing Reg. is planned in 2011 Technical details on expected standardisation work will be specified in an update to Annex B at the time when the future Ecodesign Implementing Reg. is adopted, jointly with details for standardisation work under Regulation 244/2009 Transitory measurement methods will be published in the OJ in 2011
23	Household tumble dryers	Adoption of the Ecodesign Reg. expected before 31/12/2011 Technical details on expected standardisation work will be specified in an update to Annex B before 30/05/2011 The Commission considers reviewing the Energy labelling Directive 95/13/EC
24	Commercial refrigeration (display cabinets and cold vending machines)	Adoption of an Ecodesign Implementing Reg. is planned in 2011. Technical details on the expected standardisation work will be specified in an update to Annex B at the time when the Ecodesign Implementing Reg. is adopted
25	Solid fuel small combustion appliances	Preparatory study completed (as well as background study in view of impact assessment)
26	Professional washing machines, dryers and dishwashers	Preparatory study ending by 28/02/2011
27	Professional refrigeration (service cabinets, blast cabinets, walk-in cold rooms, chillers, remote condensing units)	Preparatory study to be finalised before end of February 2011 Adoption of an Ecodesign Implementing Reg. is planned before mid-2012
28	Distribution transformers	Preparatory study completed Adoption of an Ecodesign Implementing Reg. is planned before mid-2012
29	Sound and imaging equipment	Preparatory study completed
30	Laboratory and industrial ovens and furnaces	Preparatory Study ending in Nov. 2011
31	Machine tools	Preparatory Study ending in Nov. 2011
32	Air conditioning and ventilation systems	Preparatory Study ending in Nov. 2011
33	Domestic ventilation	Preparatory study completed in 2009. Additional stakeholder study completed in 2010.

34	Local room heating products	Preparatory study ongoing
35	Central heating products using hot air to distribute heat (other than CHP)	Preparatory study ongoing
36	Domestic and commercial ovens (electric, gas, microwave)	Preparatory study ending in March 2011
37	Domestic and commercial hobs and grills	Preparatory study ending in March 2011
38	Non-tertiary coffee machines	Preparatory study ending in April 2011
39	Networked standby losses	Preparatory study ending in February 2011

B) EPBD related standards

Introduction

The standards are arranged by hierarchy, in accordance with annex A of CEN/TR 15615 (the "Umbrella Document"). This introduction describes the role of the standards in each section and is based on CEN/TR 15615 (the "Umbrella Document").

Section 1 – Standards concerned with calculation of overall energy use in buildings

Standards in this section provide a link between delivered energy and the energy performance indicators for buildings. Since a building generally uses more than one fuel (e.g. gas and electricity), the different energy sources are collected per energy carrier. The overall rating is based on a weighted sum of delivered energy carriers. The weightings can be related to, for instance, primary energy or CO₂ emissions, to provide the end result of the calculation of energy performance (Article 3 of the Directive).

EN 15603 defines the uses of energy to be taken into account and provides methods to assess energy performance energy ratings for new and existing buildings.

EN 15217 sets out ways of expressing the energy performance in a certificate (Article 7), and ways of expressing requirements as to the energy performance (Articles 4 to 6).

EN 15459 provides a calculation method for the economic issues of heating systems and other systems that are involved in the energy demand and energy consumption of the building.

Section 2 – Standards concerned with the calculation of delivered energy

Standards in this section provide the link between the building's energy needs and delivered energy for space heating and cooling, and also the energy requirements for ventilation, domestic hot water and lighting. The uses of energy are calculated separately:

- a) Space heating – EN 15316-1, EN 15316-2-1, EN 15316-2-3, the parts of EN 15316-4 (depending on the type of heating system), including losses and control aspects, and EN 15377 for embedded systems. The input to the calculation is the result from EN ISO 13790 (using either a simplified method or a dynamic simulation, see section 3).
- b) Space cooling – EN 15243, including losses and control aspects, and energy for dehumidification if applicable. The input to the calculation is the result from EN ISO 13790 (using either a simplified method or a dynamic simulation, see section 3).
- c) Domestic hot water – the parts of EN 15316-3, which include both the specification of domestic hot water requirements for different types of building, and the calculation of the energy needed to provide it.
- d) Ventilation – EN 15241, energy needed to supply and extract air, based on installed fan power and controls, including energy for humidification if applicable.
- e) Lighting – EN 15193, based on installed lighting power and annualised usage according to building type, occupancy and lighting controls.
- f) Integrated building automation and controls – EN 15232, takes into account additional energy optimisation based on interdisciplinary control functions and applications for space heating, ventilation, cooling, domestic hot water and lighting.

All of these standards take into account renewable energy sources where appropriate.

Section 3 – Standards concerned with calculation of energy needs for heating and cooling

Standards in this section provide methods for the calculation of energy needs for heating and cooling. EN ISO 13790 defines two routes for this:

- a) Simplified methods based on monthly or hourly calculations and simplified description of the building (in terms of element U -values, etc). The inputs to these calculations are obtained using the standards in Section 4.
- b) Detailed numerical calculations. The detailed calculation procedure is not specified in the standard. EN 15265 provides criteria that should be followed together with tests for the validation of computer software (although the tests cover only simple cases and do not include systems).

The choice of calculation method to be applied is to be made at national level. The choice may be determined by criteria such as reproducibility (for comparability and in case of legal requirements), accuracy (in appreciating the building and system provisions and/or specific conditions) and cost effectiveness (of gathering the input). These criteria may be conflicting. For that reason the choice will typically depend on the use of the building (residential, office, etc.), the complexity of the building and/or systems, and the application (e.g. regulatory requirements, energy certification, new buildings, existing buildings).

The rules given in EN ISO 13790 for the use of different calculation methods ensure compatibility and consistency between them. The standard provides, for instance, common rules for the boundary conditions and physical input data irrespective of the chosen calculation approach.

The calculations take account of control aspects that affect the heat gains and losses of the building, such as control of internal temperature, ventilation and solar protection.

Section 4 – Supporting standards

These standards provide the input data for the calculation of energy needs by the methods in Section 3.

Section 4A Thermal performance of building components

Section 4A includes standards for the calculation of the thermal performance of building components. The overall transmission heat loss coefficient is obtained by EN ISO 13789, which refers to other standards for the calculation of U -values. The standards for U -values fall into two groups:

- a) simplified methods (EN ISO 6946, EN ISO 13370, EN ISO 10077-1, EN 13947), which can be used for components within the scope of those standards; and
- b) detailed methods (EN ISO 10211, EN ISO 10077-2), which can be used as an alternative, or for cases for which there is not an applicable simplified method.

The U -value of components, including windows and doors, can alternatively be established by measurement according to test methods cited in an applicable product standard.

Thermal bridges (at junctions between elements, etc) are covered in EN ISO 10211 and EN ISO 14683.

The standards in this group also include those for obtaining thermal values of building materials (EN ISO 10456).

Section 4B Ventilation and air infiltration

Section 4B includes standards for assessing ventilation and air flow rates. EN 15242 provides methods for calculation of air flow rates to enable the calculation of heat losses due to air exchange. EN 13779 covers mechanically ventilated buildings (including those with air conditioning).

Section 4C Overheating and solar protection

Section 4C includes standards for estimating internal temperatures without air-conditioning, and for calculating the effect of solar protection devices. These calculations can be used to determine whether there is a need to consider air conditioning.

Section 4D Indoor conditions and external climate

Section 4D includes standards related to indoor conditions (EN 15251) and specifications for the calculation and presentation of climatic data (EN ISO 15927).

Note: The parts of EN ISO 15927 do not actually contain climatic data, but rather a specification for such data, so that data in conformance with this standard are determined and established on a consistent basis and a uniform format.

Section 4E Definitions and terminology

Section 4E includes EN ISO 7345, EN ISO 9288, EN ISO 9251 and EN 12792, which contain definitions of terms and quantities used by other standards.

Section 5 – Standards concerned with monitoring and verification of energy performance

These standards include the determination of air leakage rates and infra-red thermography, which can be used in the verification of the energy performance of buildings.

Also included are standards on inspection of heating systems and air conditioning systems, which relate to Articles 8 and 9 of the Directive.

The standards with the number in blue font are part of the Mandate M343 from the European Commission to CEN.

List of EPBD related CEN and CEN-ISO standards

General

TR 15615

Explanation of the general relationship between various European standards and the Energy Performance of Buildings Directive (EPBD) - Umbrella document.

CONTENT: This technical report describes the European standards (ENs) that are intended to support the EPBD by providing the calculation methods and associated material to obtain the overall energy performance of a building. In Annex A the standards concerned are arranged in a hierarchical fashion. The content of the individual standards is summarised in Annex B. Annex C provides a list of definitions, and Annex D a list of principal symbols, that are used consistently in the standards.

Section 1 - Standards concerned with calculation of overall energy use in buildings (based on results from standards in section 2)

EN 15217 (June 2007)

Energy performance of buildings - Methods for expressing energy performance and for energy certification of buildings

CONTENT: Defines:

- a) Global indicators to express the energy performance of whole buildings, including heating, ventilation, air conditioning, domestic hot water and lighting systems. This includes the different possible indicators as well as a method to normalize them
- b) Ways to express energy requirements for the design of new buildings or renovation of existing

buildings

- c) Procedures to define reference values and benchmark
- d) Ways to design energy certification schemes

EN 15603 (Jan. 2008)

Energy performance of buildings - Overall energy use and definition of energy ratings

CONTENT: This standard specifies a general framework for the assessment of overall energy use of a building, and the calculation of energy ratings in terms of primary energy, CO₂ emissions or parameters defined by national energy policy. Separate standards calculate the energy use of services within a building (heating, cooling, hot water, ventilation, lighting) and produce results that are used here in combination to show overall energy use.

This assessment is not limited to the building alone, but takes into account the wider environmental impact of the energy supply chain.

EN 15459 (Nov. 2007)

Economic evaluation procedures for energy systems in buildings

CONTENT: Provides data and calculation methods for economic issues of heating systems and other systems that are involved in the energy demand and consumption of the building

Section 2 - Standards concerned with calculation of delivered energy (based where relevant on results from standards in section 3)

EN 15316-1 (July 2007)

Heating systems in buildings - Method for calculation of system energy requirements and system efficiencies - Part 1: General

CONTENT: Standardises the required inputs, the outputs and the structure of the calculation method for system energy requirements. Energy performance may be assessed either by values of the system efficiencies or by values of the system losses due to inefficiencies. Based on an analysis of the following parts of a space heating and domestic hot water system:

- the emission system energy performance including control;
- the distribution system energy performance including control;
- the storage system energy performance including control;
- the generation system energy performance including control (e.g. boilers, solar panels, heat pumps, cogeneration units).

EN 15316-2.1 (July 2007)

Heating systems in buildings – Method for calculation of system energy requirements and system efficiencies – Part 2-1: Space heating emission systems

CONTENT: Energy performance may be assessed either by values of the heat emission system performance factor or by values of the heat emission system losses due to inefficiencies. Method is based on an analysis of the following characteristics of a space heat emission system including control:

- non-uniform space temperature distribution;
- emitters embedded in the building structure;
- control of the indoor temperature

EN 15316-4 (July 2007 – Nov. 2008)

Heating systems in buildings - Method for calculation of system energy requirements and system efficiencies

CONTENT: Provides methods for system efficiencies and/or losses and auxiliary energy. Consists of seven parts:

EN 15316-4.1 Space heating generation - Combustion systems (boilers)

EN 15316-4.2 Space heating generation - Heat pump systems

EN 15316-4.3 Heat generation systems, thermal solar systems.

EN 15316-4.4 Heat generation systems, building-integrated cogeneration systems.

EN 15316-4.5 Space heating generation systems, the performance and quality of district heating and large volume systems.

EN 15316-4.6 Heat generation systems, photovoltaic systems

EN 15316-4.7 Space heating generation - Biomass combustion systems

EN 15316-2.3 (July 2007)

Heating systems in buildings - Method for calculation of system energy requirements and system efficiencies - Part 2-3: Space heating distribution systems.

CONTENT: Provides a methodology to calculate/estimate the heat emission of water based distribution systems for heating and the auxiliary demand as well as the recoverable heat emission and auxiliary demand.

EN 15316-3 (Oct. 2007)

Heating systems in buildings - Method for calculation of system energy requirements and system efficiencies - Domestic hot water systems

CONTENT: Calculation of energy requirements for domestic hot water heating systems including control, for all building types. In three parts:

EN 15316-3.1 Domestic hot water systems, characterisation of needs (tapping-patterns).

EN 15316-3.2 Domestic hot water systems, distribution. EN 15316-3.3 Domestic hot water systems, generation.

EN 15243 (Aug. 2007)

Calculation of room temperatures and of load and energy for buildings with room conditioning systems

CONTENT: Defines procedures to calculate temperatures, sensible loads and energy demands for rooms; latent room cooling and heating load, the building heating, cooling, humidification and dehumidification loads and the system heating, cooling, humidification and dehumidification loads.

Gives general hourly calculation method, and simplified methods.

EN 15377 (2005 – Oct. 2007)

Design of embedded water based surface heating and cooling systems in 3 parts:

CONTENT: Applies to water based surface heating and cooling systems in residential, commercial and industrial buildings, for systems integrated into the wall, floor or ceiling construction without any open air gaps. In three parts:

EN 15377-1 Determination of the design heating and cooling capacity (2005)

EN 15377-2 Design, dimensioning and installation

EN 15377-3 Optimising for use of renewable energy sources (Oct. 2007)

EN 15241 (May 2007)

Ventilation for buildings - Calculation methods for energy losses due to ventilation and infiltration in commercial buildings

CONTENT: Describes method to calculate the energy impact of ventilation systems (including airing) in buildings to be used for applications such as energy calculations, heat and cooling load calculation. Its purpose is to define how to calculate the characteristics (temperature, humidity) of the air entering the building, and the corresponding energy required for its treatment as the auxiliary electrical energy required.

EN 15232 (July 2007)

Energy performance of buildings Impact of building automation, controls and building management.

CONTENT: Defines and specifies the performance of standardised energy saving and optimisation functions and routines of Building Automation and Control Systems (BACS) and Technical Building Management (TBM) systems and services. Summarises the methodologies to calculate/estimate the energy demand for heating, ventilation, cooling, hot water and lighting of buildings and expresses the results of energy saving and efficiency in buildings by the application of the different BACS energy saving functions.

EN 15193 (Sept. 2007)

Energy performance of buildings - Energy requirements for lighting

CONTENT: Specifies the calculation methodology for the evaluation of the amount of energy used for lighting in the building and provides the numeric indicator for lighting energy requirements used for certification purposes. Also provides a methodology for the calculation of dynamic lighting energy use for the estimation of the total energy performance of the building.

Section 3 - Standards concerned with calculation of energy need for heating and cooling**EN-ISO13790 (March 2008)**

Energy performance of buildings - Calculation of energy use for space heating and cooling

CONTENT: Gives calculation methods for assessment of the annual energy use for space heating and cooling of a residential or a non-residential building, or a part of it. Includes the calculation of heat transfer by transmission and ventilation of the building when heated or cooled to constant internal temperature; the contribution of internal and solar heat sources to the building heat balance; the annual energy needs for heating and cooling; the annual energy required by the heating and cooling systems of the building for space heating and cooling; the additional annual energy required by a ventilation system. Building can have several zones with different set-point temperatures, and can have intermittent heating and cooling. Calculation period is one month or one hour or (for residential buildings) the heating or cooling season. Provides common rules for the boundary conditions and physical input data irrespective of the chosen calculation approach.

EN 15255 (Aug. 2007)

Thermal performance of buildings - Sensible room cooling load calculation - General criteria and validation procedures

CONTENT: Sets out the level of input and output data, and prescribes the boundary conditions required for a calculation method of the sensible cooling load of a single room under constant or/and floating temperature taking into account the limit of the peak cooling load of the system. It includes a classification scheme of the calculation method and the criteria to be met by a calculation method in order to comply with this standard. Purpose is to validate calculation methods used to evaluate the maximum cooling load for equipment selection and HVAC system design; evaluate the

temperature profile when the cooling capacity of the system is reduced; provide data for evaluation of the optimum possibilities for load reduction; allow analysis of partial loads as required for system design, operation and control.

EN 15265 (Aug. 2007)

Thermal performance of buildings - Calculation of energy needs for space heating and cooling systems using dynamic methods - General criteria and validation procedures

CONTENT: Specifies the assumptions, boundary conditions and validation tests for a calculation procedure for the annual energy use for space heating and cooling of a building (or of a part of it) where the calculations are done on an hourly basis. Does not impose any specific numerical technique. Purpose of this standard is to validate calculation methods used to describe the energy performance of each room of a building; provide energy data to be used as interface with system performance analysis (HVAC, lighting, domestic hot water, etc).

Section 4A - Standards to support the above - Thermal performance of building components

EN-ISO 13789 (Dec. 2007)

Thermal performance of buildings - Transmission and ventilation heat transfer coefficients - Calculation method

CONTENT: Specifies method and provides conventions for the calculation of the steady-state transmission and ventilation heat transfer coefficients of whole buildings and parts of buildings. Applicable both to heat loss (internal temperature higher than external temperature) and to heat gain (internal temperature lower than external temperature).

EN ISO 13786 (Dec. 2007)

Thermal performance of building components - Dynamic thermal characteristics - Calculation methods

CONTENT: Specifies the characteristics related to dynamic thermal behaviour of building components and gives methods for their calculation

EN-ISO 6946 (Dec. 2007)

Building components and building elements - Thermal resistance and thermal transmittance - Calculation method

CONTENT: Method of calculation of the thermal resistance and thermal transmittance of building components and building elements, excluding doors, windows and other glazed units, components which involve heat transfer to the ground, and components through which air is designed to permeate.

EN-ISO 13370 (Dec. 2007)

Thermal performance of buildings - Heat transfer via the ground - Calculation methods

CONTENT: Gives methods of calculation of heat transfer coefficients and heat flow rates, for building elements in thermal contact with the ground, including slab-on-ground floors, suspended floors and basements. It applies to building elements, or parts of them, below a horizontal plane in the bounding walls of the building. Includes calculation of the steady-state part of the heat transfer (the annual average rate of heat flow), and the part due to annual periodic variations in temperature (the seasonal variations of the heat flow rate about the annual average).

EN 13947

Thermal performance of curtain walling - Calculation of thermal transmittance

CONTENT: Methods for calculating the thermal transmittance of curtain walls consisting of glazed and/or opaque panels fitted in, or connected to, frames. Detailed and simplified methods. Includes different types of glazing, frames of any material, different types of opaque panels clad with metal, glass, ceramics or any other material, thermal bridge effects at the rebate or joint between the glazed area, the frame area and the panel area.

EN-ISO10077-1 (Sept. 2006)

Thermal transmittance of windows, doors and shutters – Calculation of thermal transmittance - General

CONTENT: Specifies methods for the calculation of the thermal transmittance of windows and pedestrian doors consisting of glazed and/or or opaque panels fitted in a frame, with and without shutters. Allows for different types of glazing, opaque panels, various types of frames, and where appropriate the additional thermal resistance for closed shutters.

EN-ISO10077-2

Thermal transmittance of windows, doors and shutters – Calculation of thermal transmittance – Numerical method for frames

CONTENT: Specifies a method and gives the material data required for the calculation of the thermal transmittance of vertical frame profiles, and the linear thermal transmittance. Can also be used to evaluate the thermal resistance of shutter profiles and the thermal characteristics of roller shutter boxes.

EN-ISO 10211 (Dec. 2007)

Thermal bridges in building construction - Heat flows and surface temperatures - Detailed calculations

CONTENT: Sets out the specifications for a 3-D and 2-D geometrical model of a thermal bridge for the numerical calculation of heat flows and surface temperatures. Specifications include the geometrical boundaries and subdivisions of the model, the thermal boundary conditions and the thermal values and relationships to be used.

EN-ISO 14683 (Dec. 2007)

Thermal bridges in building construction - Linear thermal transmittance - Simplified methods and default values

CONTENT: Deals with simplified methods for determining heat flows through linear thermal bridges which occur at junctions of building elements. Specifies requirements relating to thermal bridge catalogues and manual calculation methods. Provides default values of linear thermal transmittance.

EN-ISO 10456 (Dec. 2007)

Building materials and products - Hygrothermal properties - Tabulated design values and procedures for determining declared and design thermal values

CONTENT: This standard specifies methods for the determination of declared and design thermal values for thermally homogeneous building materials and products, together with procedures to convert values obtained under one set of conditions to those valid for another set of conditions. These procedures are valid for design ambient temperatures between -30°C and +60°C.

It gives conversion coefficients for temperature and for moisture. These coefficients are valid for mean temperatures between 0°C and 30°C.

It also gives design data in tabular form for use in heat and moisture transfer calculations, for thermally homogeneous materials and products commonly used in building construction.

Section 4B - Standards to support the above - Ventilation and air infiltration

EN 15242 (May 2007)

Ventilation for buildings - Calculation methods for the determination of air flow rates in buildings including infiltration

CONTENT: Describes method to calculate the ventilation air flow rates for buildings to be used for applications such as energy calculations, heat and cooling load calculation, summer comfort and indoor air quality evaluation. Applies to mechanically ventilated buildings; passive ducts; hybrid systems switching between mechanical and natural modes; window opening by manual operation for airing or summer comfort issues.

EN 13779 (April 2007)

Ventilation for non residential buildings - Performance requirements for ventilation and room conditioning systems

CONTENT: Gives performance requirements for ventilation systems. Applies to the design of ventilation and room conditioning systems for non-residential buildings subject to human occupancy, excluding applications like industrial processes.(Applications for residential ventilation are dealt with in EN 14788.)

Section 4C - Standards to support the above - Overheating and solar protection

EN-ISO 13791 (2004)

Thermal performance of buildings - Calculation of internal temperatures of a room in summer without mechanical cooling - General criteria and validation procedures.

CONTENT: Specifies the assumptions, boundary conditions, equations and validation tests for a calculation procedure, under transient hourly conditions, of the internal temperatures (air and operative) during the warm period, of a single room without any cooling/heating equipment in operation. No specific numerical techniques are imposed by this standard. Validation tests are included.

EN-ISO 13792 (2005)

Thermal performance of buildings - Calculation of internal temperatures of a room in summer without mechanical cooling - Simplified methods

CONTENT: Specifies the required input data for simplified calculation methods for determining the maximum, average and minimum daily values of the operative temperature of a room in the warm period, to define the characteristics of a room in order to avoid overheating in summer at the design stage, or to define whether the installation of a cooling system is necessary. Gives criteria to be met by a calculation method in order to satisfy the standard

EN 13363-1+A1

Solar protection devices combined with glazing - Calculation of solar and light transmittance - Part 1: Simplified method

CONTENT: Specifies a simplified method based on the thermal transmittance and total solar energy transmittance of the glazing and on the light transmittance and reflectance of the solar protection device to estimate the total solar energy transmittance of a solar protection device combined with glazing.

Applicable to all types of solar protection devices parallel to the glazing. Venetian or louvre blinds are assumed to be adjusted so that there is no direct solar penetration.

EN 13363-2

Solar protection devices combined with glazing - Calculation of total solar energy transmittance and light transmittance - Part 2: Detailed calculation method

CONTENT: Specifies a detailed method, based on the spectral transmission data of the materials, comprising the solar protection devices and the glazing, to determine the total solar energy transmittance and other relevant solar-optical data of the combination. Valid for all types of solar protection devices parallel to the glazing. Ventilation of the blind is allowed for in each of these positions in determining the solar energy absorbed by the glazing or blind components, for vertical orientation of the glazing.

Section 4D - Standards to support the above - Indoor conditions and external climate**CR 1752**

Ventilation for buildings - Design criteria for the indoor environment

CONTENT: Specifies the requirements for, and the methods for expressing the quality of the indoor environment for the design, commissioning, operation and control of ventilation and air-conditioning systems. Covers indoor environments where the major concern is the human occupation, but excludes dwellings and buildings where industrial processes or similar operations requiring special conditions are undertaken.

EN 15251 (May 2007)

Indoor Environmental input parameters for design and assessment of energy performance of buildings addressing indoor air quality thermal environment, lighting and acoustics

CONTENT: Specifies the parameters of impact and/or criteria for indoor environment and how to establish indoor environmental input parameters for the building system design and energy performance calculations. Also specifies methods for long term evaluation of the obtained indoor environment as a result of calculations or measurements. Applicable mainly in the non-industrial buildings where the criteria for indoor environment are set by human occupancy and where the production or process does not have a major impact on indoor environment.

EN ISO 15927-1

Hygrothermal performance of buildings - Calculation and presentation of climatic data - Part 1: Monthly means of single meteorological elements (ISO 15927-1:2003)

CONTENT: Specifies procedures for calculating and presenting the monthly means of those parameters of climatic data needed to assess some aspects of the thermal and moisture performance of buildings. Covers air temperature; atmospheric humidity wind speed; precipitation; solar radiation; long wave radiation.

EN ISO 15927-2

Hygrothermal performance of buildings - Calculation and presentation of climatic data s - Part 2: Hourly data for design cooling load (ISO 15927-2:2009)

CONTENT: Gives the definition and specifies methods of calculation and presentation of the monthly external design climate to be used in determining the design cooling load of buildings.

EN ISO 15927-3

Hygrothermal performance of buildings - Calculation and presentation of climatic data - Part 3: Calculation of a driving rain index for vertical surfaces from hourly wind and rain data (ISO 15927-3:2009)

CONTENT: Specifies a procedure for analysing hourly rainfall and wind data derived from meteorological observations so as to provide an estimate of the quantity of water likely to impact on a wall of any given orientation, taking account of topography, local sheltering and the type of building and wall.

EN ISO 15927-4

Hygrothermal performance of buildings - Calculation and presentation of climatic data - Part 4: Hourly data for assessing the annual energy use for heating and cooling (ISO 15927-4:2005)

CONTENT: Specifies a method for constructing a reference year of hourly values of appropriate meteorological data suitable for assessing the average annual energy for heating and cooling.

EN ISO 15927-5

Hygrothermal performance of buildings - Calculation and presentation of climatic data - Part 5: Data for design heat load for space heating (ISO 15927-5:2004)

CONTENT: Specifies the definition, method of calculation and method of presentation of the climatic data to be used in determining the design heat load for space heating in buildings, including the winter external design air temperatures, and the relevant wind speed and direction, where appropriate.

EN ISO 15927-6

Hygrothermal performance of buildings - Calculation and presentation of climatic data - Part 6: Accumulated temperature differences (degree days) (ISO 15927-6:2007)

CONTENT: Specifies the definition, method of computation and method of presentation of data on accumulated temperature differences, used for assessing the energy used for space heating in buildings.

Section 4E - Standards to support the above - Definitions and terminology

EN ISO 7345

Thermal insulation - Physical quantities and definitions (ISO 7345:1987)

CONTENT: Defines physical quantities used in the field of thermal insulation, and gives the corresponding symbols and units.

EN ISO 9288

Thermal insulation - Heat transfer by radiation - Physical quantities and definitions (ISO 9288:1989)

CONTENT: Defines physical quantities and other terms in the field of thermal insulation relating to heat transfer by radiation.

EN ISO 9251

Thermal insulation — Heat transfer conditions and properties of materials— DVocabulary (ISO 9251:1987)

CONTENT: Defines terms used in the field of thermal insulation to describe heat transfer conditions and properties of materials.

EN 12792

Ventilation for buildings - Symbols, terminology and graphical symbols

CONTENT: Comprises the symbols and terminology included in the European standards covering 'Ventilation for buildings' produced by CEN/TC 156.

Section 5 - Standards concerned with monitoring and verification of energy performance

EN 12599

Ventilation for buildings - Test procedures and measuring methods for handing over installed ventilation and air conditioning systems

CONTENT: Specifies checks, test methods and measuring instruments in order to verify the fitness for purpose of the installed systems at the stage of handing over. Offers choice between simple test methods and extensive measurements.

Applies to mechanically operated ventilation and air conditioning systems as specified in EN 12792 and comprising any of the following:

- Air terminal devices and units
- Air handling units
- Air distribution systems (supply, extract, exhaust)
- Fire protection devices
- Automatic control devices.

Does not define the procedure by which the system is set, adjusted and balanced or the procedure for internal quality control checks before handing over.

EN 13829

Thermal performance of buildings - Determination of air permeability of buildings - Fan pressurization method (ISO 9972:1996, modified)

CONTENT: Measurement of the air permeability of buildings or parts of buildings in the field. It specifies the use of mechanical pressurization or depressurization of a building or part of a building. It describes the measurement of the resulting air flow rates over a range of indoor-outdoor static pressure differences.

EN ISO 12569

Thermal insulation in buildings - Determination of air change in buildings - Tracer gas dilution method (ISO 12569:2000)

CONTENT: Describes the use of tracer gas dilution for determining the air change in a single zone as induced by weather conditions or mechanical ventilation. Includes concentration decay, constant injection and constant concentration.

EN 13187

Thermal performance of buildings - Qualitative detection of thermal irregularities in building envelopes Infrared method (ISO 6781:1983 modified)

CONTENT: Specifies a qualitative method, by thermographic examination, for detecting thermal irregularities in building envelopes. The method is used initially to identify wide variations in thermal properties, including air tightness, of the components constituting the external envelopes of buildings. The results have to be interpreted and assessed by persons who are specially trained for this purpose.

EN 15378 (Sept. 2007)

Heating systems in buildings - Inspection of boilers and heating systems

CONTENT: Specifies inspection procedures and optional measurement methods for the assessment of energy performance of existing boilers and heating systems. Includes boilers for heating, domestic hot water or both; and boilers fired by gas, liquid or solid fuel (including biomass). Also

includes heat distribution network, including associated components and controls; heat emitters, including accessories; and space heating control system.

EN 15239 (May 2007)

Ventilation for buildings - Energy performance of buildings - Guidelines for the inspection of ventilation systems

CONTENT: Gives methodology for the inspection of mechanical and natural ventilation systems in relation to its energy consumption. Applicable to all buildings. Purpose is to assess functioning and impact on energy consumption. Includes recommendations on possible system improvements

EN 15240 (April 2007)

Ventilation for buildings — Energy performance of buildings — Guidelines for the inspection of air-conditioning systems

CONTENT: Describes the common methodology for inspection of air conditioning systems in buildings for space cooling and or heating from an energy consumption standpoint. The purpose is to assess the energy performance and proper sizing of the system, including: Dconformity to the original and subsequent design modifications, actual requirements and the present state of the building; correct system functioning; function and settings of various controls; function and fitting of the various components; power input and the resulting energy output.

<p style="text-align: center;">ANNEX 8 - EXAMPLE OF FRAMEWORK FOR THE FOLLOW UP OF STANDARDS DEVELOPMENT ACCORDING TO THE RELATED MANDATES</p>

1 DETAILED REVIEW OF THE MANDATE REQUIREMENTS

- 1.1 DEFINITIONS AND SCOPE
- 1.2 PROCEDURES AND METHODS COVERED
- 1.3 ACOUSTICAL NOISE EMISSIONS
- 1.4 MEASUREMENT OF LOW POWER MODES
- 1.5 PROPOSED HARMONISED STANDARD RISK
- 1.6 SPECIFIC TESTS REQUIRED
- 1.7 MEASURING SPECIFIC EFFICIENCY
- 1.8 RATED CAPACITY OF THE APPLIANCE
- 1.9 ACCURACY OF PROSPECTIVE STANDARD
- 1.10 UNCERTAINTY FOR MARKET SURVEILLANCE TESTING
- 1.11 TEST REPORT TEMPLATE

2 SCOPE AND DEFINITIONS

- 2.1 SCOPE COVERAGE COMPARISON
- 2.2 DEFINITIONS COMPARISON

3 PERFORMANCE METRICS

- 3.1 IDENTIFICATION OF ALL METRICS MEASURED
 - 3.1.1 *Energy Labelling Regulation*
 - 3.1.2 *Ecodesign Regulation*
- 3.2 COVERAGE OF METRICS
- 3.3 METRICS OMITTED

4 PROPOSED HARMONISED STANDARD ACCURACY

- 4.1 TEST EQUIPMENT REQUIREMENTS
- 4.2 WORST CASE SCENARIO CALCULATION
- 4.3 LARGEST CONTRIBUTORS TO VARIANCE

5 PROPOSED HARMONISED STANDARD RISK

6 OTHER ISSUES

7 CONCLUSIONS / COMMENTS

ANNEX 9 to tender specifications

Restructured simplified accounting balance sheets and profit and loss accounts

The tenderer is requested to complete the Excel table attached to the tender specifications