



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY

Directorate C - Renewables, Research and Innovation, Energy Efficiency

CALL FOR TENDERS

N° ENER/C3/2014-560

TENDER SPECIFICATIONS ATTACHED TO THE INVITATION TO TENDER

concerning

the EU ENERGY STAR Programme:

Lot 1 - Development and Maintenance of the Website

and

**Lot 2 - Technical Support for the development of new
Technical Specifications**

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1. INFORMATION ON TENDERING

1.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement¹ concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

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

1.3. Joint tenders

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

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

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

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

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

or

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

1.4. Subcontracting

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

¹ See http://www.wto.org/english/tratop_e/gp_gpa_e.htm

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

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

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

1.5. Content of the tender

The tenders must be presented as follows:

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

Part B: Evidence for exclusion criteria (see section 2.2)

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

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. Identification of the tenderer: legal capacity and status

- The tenderer's identification form in **Annex 1** shall be filled in and signed by:
 - The tenderer (including any member of a consortium or grouping)
 - subcontractor(s) whose share of the work represent more than 20% of the contract
- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium or grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information
 - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.
- The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting** documents. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

2. EVALUATION AND AWARD OF THE CONTRACT

2.1. Evaluation steps

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

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

Only tenders meeting the requirements of one step will pass on to the next step.

2.2. Exclusion criteria

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

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

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

2.3. Selection criteria

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

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

2.3.1. Economic and financial capacity criteria and evidence

Tenderers must have sufficient economic and financial resources to be able to execute the tasks within the time schedule mentioned in the specifications and according to the payment schedule specified in the draft Contract in Annex 4.

In order to prove their economic and financial capacity, the tenderer (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The annual turnover of the last two financial years above €150,000

The following evidence should be provided:

- Copy of the profit & loss account for the last two years for which accounts have been closed,
- Failing that, appropriate statements from banks,
- If applicable, evidence of professional risk indemnity insurance;

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

2.3.2. Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers:

Members of the team of experts who will carry out the work must have:

For Lot 1

- Knowledge and experience of at least 5 years in the field of energy efficiency of products, office equipment technology and market development of the sector world-wide.
- Experience of at least 3 years in engineering or testing or study or research in the field of energy consumption of office equipment.
- Experience of at least 5 years in web design, editing quality documents, disseminating information and running web-based information processing systems and tools;
- Fluency in English, both written and spoken (CEFR C2 or equivalent in written production).

The composition of the team has to demonstrate full capacity of assuring continuity of service at least for daily tasks (partner/product registration and validation, technical maintenance and security/reliability management).

For Lot 2

- Knowledge and experience of at least 5 years in the field of energy efficiency of products, office equipment technology and market development of the sector world-wide.
- Experience of at least 5 years in engineering or testing or study or research in the field of energy consumption of office equipment.
- Experience of at least 3 years in relevant international discussions and forums and in negotiation in an international context.
- Fluency in English, both written and spoken (CEFR C2 or equivalent in both oral and written production).

b. Criteria relating to the team delivering the service:

The team delivering the service should include, as a minimum, the following profiles, all along the contract duration:

For Lot 1

Project Manager: At least 5 years experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size with experience in management of team of at least 5 people.

Others members of the team:

- a) Technical expert(s): at least one member with knowledge and experience of at least 5 years in the field of energy efficiency of products, office equipment technology and market development of the sector world-wide, engineering or testing or study or research in the field of energy consumption of office equipment.
- b) Web expert: At least one member with knowledge and experience of at least 5 years in web design, editing quality documents, disseminating information and running web-based information processing systems and tools;
- c) Programming/DB expert: at least one member with knowledge and experience of at least 2 years in web and database development, using open source platforms;
- d) Data Validation expert: at least one member possessing both technical and language skills to be responsible for validation of data provided by partners and interacting with them;

The team composition should be clearly described, with evidence of the capacity of assuring full service continuity at least for daily tasks (partner/product registration and validation, technical maintenance and security/reliability management) on every normal working day. The same team member may cover no more than two of the functions above mentioned.

- Language quality check:

at least 3 members of the team should have English proficiency level language skills (CEFR C2 or equivalent in written production) , as guaranteed by a certificate or past relevant experience.

For Lot 2

Members of the team:

- Technology expert: knowledge and experience of at least 5 years in the field of energy efficiency of products, office equipment technology and market development of the sector world-wide.
- Research/testing expert: experience of at least 5 years in engineering or testing or study or research in the field of energy consumption of office equipment.
- Negotiation expert: experience of at least 3 years in relevant international discussions and forums and in negotiation in an international context.
- Language quality check:

All team members should have English proficiency level language skills (CEFR C2 or equivalent in both written and spoken production) , as guaranteed by a certificate or past relevant experience.

The team composition should be clearly described. The same team member may cover more than one of the roles above mentioned.

c. Evidence:

For Lot 1 and Lot 2

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

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;
- The educational and professional qualifications (including research work, publications and linguistic skills) of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

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.

2.4. 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.

For Lot 1

- a) Technical evaluation criteria in their order of importance as weighted by percentage

| N° | Award Criteria | Weighting |
|----|--|-----------|
| 1 | Relevance and quality of the proposed approach, with focus on the technical specificities of office equipment, and on the risks involved and approach suggested overcoming those risks | 60 |
| 2 | Comprehension of the international context and EU policy | 20 |

| | | |
|-------------------------------|---|------------|
| | context for energy efficiency of office equipment | |
| 3 | Quality, feasibility, relevance and completeness of the proposed workplan and timetable | 20 |
| Total number of points | | 100 |

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.

The contract will be awarded to the tender which offers the best ratio quality/price.

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

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

For Lot 2

| N° | Award Criteria | Weighting |
|-------------------------------|--|------------|
| 1 | Relevance and quality of the proposed approach, with focus on the technical specificities of office equipment, and on the risks involved and approach suggested overcoming those risks | 40 |
| 2 | Comprehension of the international context and EU policy context for energy efficiency of office equipment | 30 |
| 3 | Approach towards assisting the Commission services in developing new technical specifications | 20 |
| 4 | Quality and clarity of definition of the method/work plan towards achieving consensus among stakeholders on new specifications | 10 |
| Total number of points | | 100 |

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.

The contract will be awarded to the tender which offers the best ratio quality/price.

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

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

2.5. Technical offer

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.

Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must present in their bids a proposal on the methodology and the organisation of the work to carry out in the framework of the study.

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

2.6. Financial offer

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

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

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

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

- **Prices shall be** fixed and not subject to revision during the performance of the contract;
- For each category of staff involved in the project, the tenderer must specify:
 - the total labour costs;
 - **the daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;
 - other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity.

Bids involving more than one service provider (consortium) must specify the amounts indicated above for each provider.

3. TECHNICAL SPECIFICATIONS

3.1. Introduction

Objective of the EU ENERGY STAR Programme

Office information and communication technology equipment is responsible for a large share of electricity consumption in the tertiary and residential sectors. The ENERGY STAR programme is a voluntary labelling scheme, by the US EPA, for identifying energy efficient office equipment.

The European Union ENERGY STAR (EU ENERGY STAR) programme is based on an Agreement between the Government of the USA and the European Union² on the co-ordination of energy-efficiency labelling programmes for office equipment. On a voluntary basis, manufacturers may register products meeting the technical specifications set out in the Agreement. Registered products may carry the ENERGY STAR logo.

The EU ENERGY STAR policy aims are:

- To reduce energy consumption, thus contributing to increased security of energy supply and decreased energy costs
- To protect the environment (namely mitigating climate change and preserving finite natural resources)
 - by
 - encouraging consumers to buy the most energy efficient products through information (labelling of the product) at the points of sale
 - including requirements for ENERGY STAR certified products in public procurement (green procurement)

thus incentivising manufacturers to design more efficient products to respond to market demand.

By mandate of the Council, the European Commission manages the Programme for the EU, assisted by the European Union ENERGY STAR Board (EUESB) set up by Regulation (EC) No 106/2008 of the European Parliament and of the Council³ which governs the implementation of the ENERGY STAR programme in the Community.

3.2. Purpose of the contract

Lot 1: Development & Maintenance of the EU ENERGY STAR website

The tender aims at covering the services described below starting in January 2015.

The dedicated EU ENERGY STAR website (<http://eu-energistar.org>) is an essential instrument in the implementation of the programme.

The site contains relevant information, including, in particular, the database of registered products.

² OJ L 381 of 28.12.2006, p. 24 and p. 26.

³ OJ L 39 of 13.2.2008, p. 1.

Consumers and public authorities can search the database for identifying the most efficient equipment per category.

The industry and retailers joining the programme to become "partners", use the site to register the compliant products, which are then retrievable with a search.

Moreover the site contains other relevant information for the programme.

The management of the services related to this lot requires expertise in the ICT sector, for the management of the website itself, in communication and in the area of office equipment technology and in particular as regards the energy performance of such equipment: the Contractor, in particular will have to manage the implementation of provisions linked to the agreement EU-US ENERGY STAR , in particular related to the management of registrations and compliance verification.

Description of the tasks

From a general point of view, the tasks include the following areas:

A) Ordinary administration of the web site including (but not limited to):

- registration of new partners, management of existing ones (user profile management, password change, legal status change and similar administrative tasks)
- registration of new products by the registered partners, organised per category
- update of forms to include new products or a revision of specifications for existing products as part of a EU-US agreement
- archiving of products registered under outdated specifications ("grandfathering" not foreseen in Energy Star)

B) Specific tasks:

- improvement of the current registration tools available to partners, moving from a "CSV" form based registration to a webform registration whilst keeping the possibility of importing equipment registrations in lots (e.g. the entire production for a new partner) from improved CSV or XML files.
- possibility for partners to modify/correct entered data
- improvement of the interface for searching, selecting and sorting products, by category and producing statistical reports, calculating savings, etc.

The tasks may include participation in the EUESB meetings to report on the progress or on issues related to the management of the web site and of product registrations.

Content of the website:

The website shall provide access to the data stored in order to extract relevant information, tailored for the different actors, including:

- consumers
- public administrations (green procurement)
- EU ENERGY STAR partners (industries and importers participating in the program with (to be) certified products)

Database data in in English only. The interface and information provided is in English as well but translation into additional languages may be provided by the Commission and has to be made available.

Website and communication infrastructure

- The contractor should inherit from the previous Contractor the existing website <http://eu-energystar.org>, including the database and all registered data;
- The website will be hosted and maintained by the Contractor infrastructure (in an owned data center or using third party physical hosting services);
- The Contractor may recommend to the Commission to host the website on a different software platform, in respect to the running contract, if the change will lead to improved usability, accessibility, reliability, security, portability and/or performance. The use of open source software would be privileged as it avoids/reduces licence fees. If the proposal includes software covered by "use licences" or "purchase licences", all licences will be in the name of the European Commission and the Contractor will pass all of them to the following contractor at the end of the contract;
- Any part of the software code developed under this service contract is exclusively property of the European Commission and will be passed to the following provider, at the end of the contract, including the source code and all necessary documentation allowing the new contractor to reestablish the correct functioning and possibility of further modification.
- the Contractor shall constantly verify accessibility to the website with an automatic alarm system for every working day during the course of the contract period;
- the Contractor shall solve any accessibility or malfunctioning problem that falls under his/her responsibility. In case of unavailability, the correct full availability must be restored within 4 (four) hours of normal working time during normal working days;
- The European Commission Information Providers Guide (IPG) rules, available on http://ec.europa.eu/ipg/index_en.htm, has to be taken into consideration in the design of any improvement of the website.

DNS registration aspects

- The Contractor shall renew the registration of the following URL: <http://eu-energystar.org> (alias www.eu-energystar.org) on behalf of the European Commission at least for the whole period of the contract.
- At the end of the contract the Contractor will transmit to the Commission all details to continue the DNS registration and will renew the registration for a further year if the end of the registration period is shortly after the end of the contract;

Security and reliability aspects

- The provider will create a clone website to be used as a "development" platform, with identical structure in respect to the "production" site but supporting only a few connections. The development system does not need to be implemented on a dedicated platform (virtualisation allowed);
- The development clone will have a copy of the real data, to be updated at least every six months;

- All major modifications, and all those involving code writing, will be implemented on the "development" web site for testing and final approval by the Commission or any delegated entity. Once approved, the Contractor will apply the modifications to the production web site within one week
- For information to be displayed, links to appear on a page, or any simple modification, the Contractor shall be able to update the site within one working day from the request by Commission services;
- For every "client" personal computer platform, including Ms Windows, Apple Macintosh and the most commonly available Linux distribution, the Contractor shall ensure that the site is correctly viewable using at least 3 of the most used browsers, covering releases of the last two years; for Android tablets and Apple IOS tablets, the Contractor shall ensure that the site is correctly viewable using the commonly pre-installed browser (last major release);
- Further supported platforms may be requested, depending on market and technology evolution, if the impact of the improvement will be agreed as of modest difficulty and involving limited resources.
- The Contractor shall provide all necessary means to the Commission to access and modify the website directly, if required; the Commission shall inform the Contractor of any change made;
- The Contractor shall provide, at any time, all necessary means to the Commission to export the database content using XML format or CSV sheets;
- The site pages should be optimized for any display with resolution of 1024x768 pixels or higher. Technical solutions recognizing the display resolution and optimizing the display of pages may be envisaged;
- The Contractor may be asked by the Commission to modify the frame organisation and graphic layout of the existing website; proposals of changes will be implemented on the "development" website and submitted for prior approval to the Commission.
- Most of the "informative" content may be grouped in the Energy Efficiency website of DG Energy⁴: in this case, the Contractor will collaborate to assure a coherent distribution of the relevant information between the two "physical" websites.
- The contractor shall assure the full availability of the database content, in case of disaster or cyber attack with the possibility of reconstructing the full and consistent data within one working day and restored to at least the day before the disaster or attack (EoB time);
- For both statistical and security reasons, the Contractor shall keep a log of the IP addresses of site visitors and shall report to the Commission in the progress reports (see section reporting).
- Should the Commission so require, at any moment during the contract execution or at the end of it, the service provider must transfer the infrastructure to the Europa web site (<http://ec.europa.eu>) or to any other service provider. Therefore dynamic/instant replacement of urls, must be possible. Such a transfer, if performed to Europa web site, will require compliance to the Guidelines for the use of the Information System Hosting Services of the Commission Data Centre⁵.

⁴ http://ec.europa.eu/energy/efficiency/office_equipment_en.htm

⁵ http://ec.europa.eu/ipg/build/infrastructure/index_en.htm

- The Contractor will create a security copy of the entire software infrastructure and a copy of the entire database and make it "permanently available" with modalities to be defined at the beginning of the contract (kick-off meeting).
- Regular software backups must be assured. Loss of the registered data will be avoided using appropriate technologies (i.e. RAID) during the entire contract time.

Detailed overview of maintenance activities for <http://eu-energystar.org> website

1. US EPA database entries

The Contractor shall incorporate into the EU ENERGY STAR database the product details on the ENERGY STAR products listed by the US EPA as being available in the EU.

This product data is made available for the EU specific datasets at data.energystar.gov and should be incorporated via API using the SODA API platform provided by the U.S. EPA. This data transfer can occur daily or as designated by the EU ENERGY STAR program. Details on the API, including changes to datasets are available via a specific Google Groups forum⁶. Please also reference the API developer's page at data.energystar.gov/developers. The import of data from the US shall be kept current by ensuring that the process accommodates any changes to the datasets that occur for purposes of a specification change or another reason. When there is a change to a dataset that would break the data import via API, US EPA will deploy a new version of the dataset and provide notification of these plans via the Google Groups page.

As an alternative, product data updates can be exported via .csv on an as needed basis and then incorporated into the EU database by mapping relevant fields. This import of data from the US EPA shall be kept current by ensuring that it accommodates any changes to the datasets that occur for purposes of a specification change or another reason. For changes to a dataset that would require the data exchange to be remapped, the US EPA will deploy a new version of the dataset and provide notification of these plans via the Google Groups page.

The contractor shall also allow for EU ENERGY STAR Partners to directly provide to the EU system product performance data relevant to voltages used in the EU and not provided in the US list of products.

The Contractor shall assure that all imported data (ca. 2500-3000 entries/year) is correct by checking against at least the following criteria: the product is marketed in the EU, product category, void fields, correct EU formats, correct product/brand names, double entries or inconsistencies.

A picture of each product should be added, if missing. Products not placed in the EU/EEA countries are discarded.

The Contractor should regularly report to EPA, putting in CC the Commission, on error or issues encountered in performing the mentioned import and verification operations.

2. EC database entries

⁶ <https://groups.google.com/forum/#!forum/energystarproductsapi>

Product registration is restricted to registered Partners. New companies, placing their equipment in the EU/EEA market, may request to become Partners.

Products registrations are received on a daily basis (approx. 1200 entries/year). The number of registrations may peak when new/upgraded technical specifications are made available or become effective.

Registration requests are validated by the Contractor within two working days.

Product Registration requests are received either by electronic forms or entered using web forms.

Registrations under obsolete technical specifications become invalid and re-registration of products meeting upgraded specifications is necessary. The dataset of obsolete product registrations has to be archived and removed from the online database.

For each request received, the Contractor has to verify the fulfillment of all requirements as provided in the legislation in force. This requires a thorough understanding of both the EU-US agreements and of any relevant legislative acts, including provisions on green procurement and perfect understanding of the test methodologies and calculations to be performed to assess compliance of products.

2.1. Update of list of EU Partners & Models

The contractor has to assure that an updated list, in CSV or similar tabular format manageable with commonly available spreadsheet software, is made available for download. The update has to be performed on at least weekly basis.

This list is the official list⁷ of approved models by the European Commission and which can be downloaded from the website.

3. Update of relevant information

On request by the Commission, the Contractor has to update any relevant section of the website with text or links to relevant information on EU ENERGY STAR, in particular on the activities of the Member States, the Commission and other stakeholders.

The Contractor should advise the Commission of any information or link considered obsolete or incorrect and propose a new text or fix, where possible. Major updates or should be signaled in the periodic Report (see specific section on Reporting).

Work Plan

Tenderers shall present a detailed work plan for the action, which should give an indication on how they envisage the architecture of the web site, its hosting, innovation or improvements, co-ordination with the Commission services, contacts with the US EPA and how they will gather and select relevant information for inclusion in the website.

The tasks include attendance of up to 4 meetings over the duration of the contract in the EU (in particular Brussels).

⁷ Note that the database, which also contains energy and performance parameters, is not a legal document but is intended as a service.

Reporting

Semi-annual progress reports: the Contractor shall present to the European Commission's services a short progress report every 6 months. The progress reports shall review the progress made and describe the contractor's workplan for the next steps (short and medium term) for each of the main on-going and future activities (namely database and website management, products registration, new specifications, issues raised and FAQs). The progress report shall address all the activities described above, point out any difficulty encountered in delivering the task and caused by third parties, give account on website access statistics and propose improvements in any area (i.e. to improve the efficiency of the registration process and to improve the usability of the web site or to increase the security, consistency and reliability).

The contractor shall make concrete proposals including planning to meet the agreed objectives. The progress reports will also refer to the travelling and substance costs incurred during the period covered and the link with the activity performed. The detailed evidences will be provided with the invoice (final payment) claiming the costs.

Final report: The Contractor shall present a final report providing an overview of the entire contractual period.

Timetable to observe

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

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

A **kick-off meeting** will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all the details of the study, reports, etc. to be undertaken.

Lot 2: Technical Support for the development of new Technical Specifications

The tender aims at providing technical support for the development of new technical specifications starting in January 2015.

Office equipment is a fast moving sector in continuous development. Considering the steadily increasing demand for such equipment (including in the residential sector) and the continuous emergence of new technologies, it is necessary for the Commission to periodically review - together with the US Environmental Protection Agency (US EPA) – the effectiveness of the energy efficiency requirements of the ENERGY STAR Programme for upgrading the eligibility criteria, and developing new eligibility criteria for office equipment product categories not yet covered by the ENERGY STAR Agreement.

This tender aims at covering the cost of an expert in-office equipment technology and in particular as regards the energy performance of such equipment. The task is to advise the Commission and the European Union ENERGY STAR Board (EUESB) in developing upgraded specifications for revising Annex C of the Agreement, and new specifications for office equipment categories to be added to the ENERGY STAR Agreement.

The consultant will have frequent contacts with representatives of industry, technical experts from the Member States and with the US EPA, including travelling.

The detailed task description is below :

Description of the Task

The contractor shall perform the following tasks:

- Follow-up the development of new energy efficiency eligibility criteria for office equipment undergone by the US EPA, including energy consumption testing methods
- Assist in the development of new energy efficiency eligibility criteria for office equipment undergone by the Commission, including energy consumption testing methods
- Contribute in building consensus among stakeholders (industry, national technical experts, consumers and environmental NGOs), in particular in attending meetings of the ECESB technical sub-groups on request of the Commission
- Report to the Commission of any development or problem likely to affect the setting of the eligibility criteria
- Observe the market and identify likely trends in technology which could impact on the energy consumption of office equipment

The task includes attendance of meetings:

- Maximum 3 meetings over the duration of the contract in the USA (in particular Washington DC)

- Maximum 6 meetings over the duration of the contract in the EU (in particular Brussels).

The contractor shall be flexible and available to adapt to timing constraints in particular as regards attendance of international meetings and events.

Work plan

Taking into account the working plan of the ECESB (see the EU ENERGY STAR website) the contractor shall present a detailed workplan for the action which should give an indication on how he/she envisages the co-ordination with the Commission services, contacts with the US EPA and the stakeholders.

Considering that the task is estimated at 150 mandays over the total duration of the contract, attention will be paid to spread the days evenly over the year, unless particular needs for concentration would emerge and after agreement in written with the Commission.

Reporting

Semi-annual progress reports: the Contractor shall present a short progress report every 6 months to the European Commission's services. The progress reports shall review the progress made and describe the contractor's workplan for the next steps (short and medium term) for each of the main on-going and future activities (namely product specification). This will include the detail of the resources actually spent per activity. The contractor shall make concrete proposals including planning for meeting the agreed objectives. The progress reports will also refer to the travelling and substance costs incurred during the period covered, the balance of mandays used and the link with the activity performed. Detailed evidence will be provided with the invoice (final payment) claiming the costs.

Final report: The Contractor shall present, together with the semi-annual progress reports, a final report providing an overview of the entire contractual period.

3.3. Deliverables, reports and documents to produce - Timetable to observe for Lot 1 and for Lot 2

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

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

A **kick-off meeting** will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all the details of the study, reportd, etc. to be undertaken.

3.3.1. Deliverables

For Lot 1 only

No later than 20 days after the signature of the contract, the contractor will have put in place a website assuring the crucial services, e.g.:

- Means for partner registration
- Means product registration by recognized partners
- Means for elementary search on data inherited by the former contractor

No later than 2 months after the signature of the contract, the contractor will have put in place a website assuring all services as described in section 3.2. "Purpose of the contract".

No later than 6 months after the signature of the contract, the contractor will deliver the final, improved version of the website, to be improved and maintained all along the contract duration.

3.3.2. Interim technical report and progress reports

No later than 2 months after the signature of the contract, the contractor will report to the Commission of any particular unforeseen difficulty that might affect the proper running of the task.

The contractor will submit the draft **interim technical report** at the latest 12 months after the signature of the contract.

The Commission shall have thirty days from receipt to approve or reject the interim report. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or another report.

Progress reports (2-3 pages) shall be submitted to the Commission on a semi-annual basis. The first semi-annual progress report shall be submitted no later than seven months after signature of the contract. The second semi-annual progress report shall be included in the interim technical report.

The Commission shall have twenty days from receipt to approve or reject the progress reports. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or another report.

3.3.3. *Final report*

The contractor will submit a draft final report to the Commission at the latest 28 months following the entry into force of the contract.

Within 45 days after the submission of the draft final report, the Commission will provide the contractor with its comments on the draft final report.

The Contractor shall have 20 days in which to submit additional information or a new draft final report.

For Lot 1 only

The final report must be accompanied by the complete and satisfactory handing-over of the full website content, including ENERGY STAR Partner data and products lists (including archived lists of products certified under previous versions of specifications), of all necessary documentation, of developed software (both executable code and source code) with full documentation and of software licenses, where necessary for the continuing the functioning of the web site, DNS registration(s) and any necessary support to assure a swift handing over to the subsequent provider.

3.3.4. *Report format and publication*

3 copies of the reports shall be supplied in paper form and one copy in electronic form, either in DOCX or in HTML format.

For Lot 2 only

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

3.4. Duration of the tasks (Lot 1 and Lot 2)

The duration of the tasks shall not exceed **30 months**. This period is calculated in calendar days.

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

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

3.5. Place of performance (Lot 1 and Lot 2)

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

3.6. Estimate of the amount of work involved

For Lot 1, the total amount of work has been estimated at 250 mandays.

For Lot 2, the total amount of work has been estimated at 150 mandays.

4. ANNEXES

1. Tenderer 's Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Draft Contract
 - (a) Draft contract for ENER/C3/2014-560/Lot 1
 - (b) Draft contract for ENER/C3/2014-560/Lot 2

ANNEX 1

IDENTIFICATION OF THE TENDERER

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

Call for tender ENER/C3/2014-560

| 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: | |

⁸ For natural persons

| | |
|---|------------|
| E-mail address: | |
| Legal Representatives | |
| Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties | |
| Declaration by an authorised representative of the 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

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

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

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

or

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

full official name:

official legal form:

full official address:

VAT registration number:

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

making or control¹⁰ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

- declares that [the above-mentioned legal person][he][she]:
 - g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties¹¹ if any of the declarations or information provided prove to be false.

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

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

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

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

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

Full name

Date

Signature

¹⁰ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

¹¹ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 3

POWER OF ATTORNEY**mandating one of the partners in a joint tender as lead partner and lead contractor**

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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]

¹² To be filled in and signed by each of the partners in a joint tender, except the lead partner;

Place and date:

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

ANNEX 4

DRAFT CONTRACT

(a) ENER/C3/2014-560/Lot 1

(b) ENER/C3/2014-560/Lot 2

