



EUROPEAN COMMISSION

DIRECTORATE-GENERAL ENERGY

Brussels,

INVITATION TO TENDER No. ENER/C2/59-1/2010

(open procedure)

Dear Sir/Madam,

1. The European Commission invites tenders for a service contract regarding the following project:
CONCERTO Premium

This invitation to tender follows the publication of:

- the contract notice in OJEU 2010/S 66-098331 of 03/04/2010

2. If you are interested in this contract, you must submit a tender in **triplicate**, in one of the official languages of the European Union.

Tenders must be:

- (a) **either sent by registered mail or by private courier**

The tender must be sent by registered mail or by private courier, dispatched not later than 10/06/2010 (the postmark or the receipt issued by the courier service serving as proof of the dispatch) to the following address:

By registered mail

European Commission
Directorate-General Energy
DM 28 - 0/110 - Archives
B-1049 Brussels
Belgium

By private courier

European Commission
Directorate-General Energy - DM 28 - 0/110
Avenue du Bourget, 1
B-1140 Brussels (Evere)
Belgium

- (b) **or delivered by hand**

Tenders must be delivered by hand at the **Central Mail of the European Commission** by 10/06/2010 **not later than 4 p.m.** (Brussels time), at the following address:

European Commission
Directorate-General Energy – DM 28 0/110
Avenue du Bourget, 1
B-1140 Brussels (Evere)
Belgium

In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery. The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Commission holidays.

3. Tenders must be placed inside two sealed envelopes, one inside the other. **The inner envelope should be marked:**

<p>Call for tenders No. ENER/C2/59-1/2010 <u>not to be opened by the internal mail department</u> DM 28 0/110 – Archives</p>

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The non-compliance with these formal conditions will entail the rejection of the bids at the opening session.

4. Tenders will be opened at 14:00 p.m. on 21/06/2010, at 28 Rue De Mot (Directorate-General Energy, mail department, ground floor, office 110 1040-Brussels).
This opening session will be public. Each tenderer may be represented by not more than one person. At the end of the opening session, the Chairman of the opening committee will indicate the name of the tenderers and the decision concerning the admissibility of each offer received. The prices mentioned in the bids will not be communicated.
5. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity and the draft contract are attached.
6. Tenders must be signed by the tenderer or his duly authorised representative and perfectly legible so that there can be no doubt as to words and figures.
7. Validity period of the tender: six months as from the final date for submission of tenders mentioned under point 2 above.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification, in the draft contract and, where applicable, waiver of the tenderer's own general or specific terms and conditions. The terms and conditions are binding on the tenderer to whom the contract is awarded during the performance of the contract.

9. Contacts between the awarding authority and tenderers are prohibited throughout the procedure except in exceptional circumstances and under the following conditions only:

Before the closing date for submission of tenders

- At the request of the tenderer, the awarding authority may provide additional information solely for the purpose of clarifying the nature of the contract.

Requests for additional information must be sent in writing not later than six calendar days before the closing date for submission of tenders to the following address:

Mr. Santiago GONZALEZ HERRAIZ
European Commission
DM 24 03/109
B-1049-Brussels
Belgium

Tel: + 32(0)2 299.06.61

Fax: +32-2-297.95.19

e-mail: Santiago.GONZALEZ-HERRAIZ@ec.europa.eu

- The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other material shortcoming in the text of the tender documents.

Further information will be sent simultaneously to all tenderers who have requested the specification in writing, where this is appropriate. Tenderers who have downloaded the documents from the Directorate-General Energy website (DG ENER) are invited to consult this site regularly until the deadline for submission.

After the opening of tenders

If a tender requires clarification, or if there is a need to correct material errors which have occurred in the drafting of the tender, the Commission may take the initiative and contact the tenderer(s). Such contact shall not lead to the conditions of the tender being altered in any way.

10. This invitation to tender is in no way binding on the Commission. A commitment will come about only when a contract with the successful tenderer has been signed.

Until a contract is signed, the awarding authority may decide not to award a contract or to cancel the tendering procedure, without the candidates or tenderers being entitled to claim any compensation. Where appropriate, the decision will be substantiated and brought to the attention of the tenderers.

11. Tenderers will be informed of whether their tenders have been accepted or rejected.

12. The follow-up of your response to the invitation to tender will require the recording and further processing of personal data (i.e. name, address, CV, etc.). This data will be processed in accordance with the requirements of Regulation (CE) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Unless if otherwise stated, replies to questions and personal data requested are necessary for the purpose of assessing your tender (according

to the specifications of the invitation to tender) and will only be processed within DG ENER as data controller, for this purpose. You may, upon request, have your personal data sent to you and rectify any inaccurate or incomplete particulars. Should you have any queries concerning the processing of your personal data, please address them to the entity acting as data controller within DG ENER. As regards the processing of your personal data, you have the right to bring the matter before the European Data Protection Supervisor at any time.

13. You are informed that for the purposes of safeguarding the financial interest of the Union, your personal data may be transferred to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the Commission.

Candidates or tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or

- the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p. 12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

Yours faithfully,

Fabrizio Barbaso

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No. ENER/C2/59-1/2010 concerning
CONCERTO PREMIUM**

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I. SPECIFICATIONS

I.1. Introduction

Political Framework

In January 2007, the Commission proposed a comprehensive energy and climate policy¹ containing targets of 20-20-20% reduction of energy consumption and greenhouse gas emissions, and increased share of renewables by 2020. This was endorsed by the 2007 Spring European Council.

There might be specific considerations on the urban environment depending on the market segment considered and the specific regional context. For all the market segments, it appears that innovation will have to respond to an increasingly differentiated ownership and usage of premises and facility services, as well as to sustainability issues and life-cycle considerations which will become important decision-making criteria.

The public and the private sectors are becoming more and more aware of the significant impact of the built environment on climate change, the use of natural resources, air quality, health, the economic activity as a whole and the social cohesion and inclusion, and of the importance of integrating various elements in certain ways in order to meet the economic and societal needs together with its contribution to competitiveness for all the rest of economic sectors.

The buildings sector – i.e. residential and commercial buildings - is the largest user of energy and the largest CO₂ emitter in the EU: it is responsible for about 40% of the EU's total final energy consumption and 33% CO₂ emissions. The sector has significant untapped potential for cost-effective energy savings which, if realized, would mean that in 2020 the EU will consume 11% less final energy². The buildings sector provides many cost-efficient opportunities for action, while at the same time contributing to the welfare of EU citizens. This in turn translates to a number of benefits, such as reduced energy needs, reduced import dependency and impact on climate, reduced energy bills for citizens and industry, an increase in jobs and the encouragement of local development.

Buildings essentially correspond to the specific needs and personal preferences of all European citizens in their specific local environments. Therefore buildings are often regarded as a key matter of competence for local, regional and national authorities. Furthermore, the building sector is crucial to meet the energy and climate objectives at the least possible cost to individuals and society in all countries and the added value of common efforts is significant.

On the other hand, energy from renewable energy sources (RES) share in European Union's gross final energy consumption is bound to a target of at least 20% by 2020³. Member States shall encourage the introduction of the appropriate measures in order to increase the share and the optimisation of all kinds of energy use from renewable sources in the building sector, encourage local and administrative bodies to include electricity, heating and cooling from RES in the planning

¹ COM (2007) 1

² COM (2008) 780 final.

³ See Art. 3 in Directive 2009/28/EC on the promotion of the use of energy from renewable sources and amending and subsequently repealing Directive 2001/77/EC and 2003/30/EC

of city infrastructure, as well as when designing, building and renovating industrial and residential areas. The Member States may take into account those measures which mean substantial increases in energy efficiency standards i.e. passive, low or zero energy buildings, cogeneration and the increasing integration of RES in the built environment, should also raise the high profile and attention the energy storage component deserves, in order to address the stochastic character of this RES-based energy integration. In particular new and existing public buildings must fulfil an exemplary role from January 2012 onwards⁴ in this respect.

In order to achieve these very ambitious objectives, strong investment in demonstration of projects with a strong replication capacity and clear scientific added value for the building sector in Europe, was identified as necessary, as a first step to propose new mechanism and policy proposals to reach the 2020 targets alongside the building sector in EU.

Scope of the CONCERTO Initiative

The CONCERTO initiative aims to demonstrate that the optimisation of the building sector of whole communities is more efficient and cheaper than optimisation of each building individually. CONCERTO is the intermediate step from the individual building via the community to the whole city approach, as planned in the Smart Cities initiative (to be launched in 2011).

Innovative concepts of ultra-low energy consuming communities with very low or zero CO₂ emissions are demonstrated in real life. The most ambitious cities of Europe have joined their efforts and their expertise to develop and demonstrate these new concepts, based on best available and innovative technology, large amounts of renewables supply, smart grid concepts, innovative renewables heating/cooling systems, and new ICT tools for innovative energy management systems. Innovation in the financing mechanisms and energy services is a key element in each community to reduce the additional costs to levels that are acceptable to municipalities and the individual house owners and occupants.

The ongoing CONCERTO demonstration projects shall serve as the best models for fast and large scale replication all over Europe and to be the first building blocks for the new Smart Cities initiative.

The CONCERTO communities integrate innovative energy efficiency measures with a substantial contribution from decentralised renewable energy sources, smart grids, renewables based cogeneration and district heating/cooling systems and energy management systems in larger settlements of buildings. CONCERTO implements the appropriate set of global innovative technologies and measures that are optimised locally in order to take into account all local specificities, climate and cultural differences or local political aspects. CONCERTO communities also demonstrate new models for realistic close to zero energy communities, in such a way that the results will pave the way for a future European legislation in the form of energy policy recommendations for the 2020 energy and climate change targets and the 2050 Energy Roadmap.

Launched and co-funded by the European Commission under the 6th and 7th Research Framework Programmes the CONCERTO initiative currently comprises of 58 communities, in 22 different projects affecting 23 European countries

Each community addresses its own specific needs and develops holistic solutions for a variety of measures which include highly efficient refurbishment of existing buildings, the construction of highly efficient new buildings, and supply the remaining energy demand by renewable energy

⁴ See Art. 13.3-5 in Directive 2009/28/EC

sources (RES), in both electricity and heat. Each community assesses the costs, the technological challenges and other difficulties to become a low or zero energy community (virtually carbon neutral).

The implementation, the measures and the economics need individual optimisation for each community. Thus they are accompanied by research in the field of energy technologies, energy management, monitoring, financing plans, economic assessments as well as socio-economic and policy analysis. Each CONCERTO community has a strong political commitment from the relevant local authorities, the different local market actors, decision-makers, utilities, energy-service companies, energy agencies, energy research/analysis ad-hoc teams or energy users in general.

CONCERTO is designed to have a strong research component to perform analyses, such as the local trends in retail energy prices and costs of energy saving measures introduced, as well as an assessment of the social and environmental impacts and an in-depth assessment of the energy services provided within the community itself. The projects include analyses of technical, financial, legal, social, political and acceptance risks, cost reduction potentials and future market potentials for the technologies and approaches adopted in these projects.

The results from the CONCERTO projects have demonstrated that optimising a whole community with an integrated approach is financially much more attractive than optimising each building individually. Zero-energy buildings are generally expensive to be easily integrated on the market and are limited mainly to new construction. For example CONCERTO communities have demonstrated that locally produced renewable electricity sharing via a smart grid concept or locally produced renewable heat via local heating/cooling grids softens the demand peaks and reduces or eliminates the need for expensive local storage. Collective planning and building/retrofitting thousands of homes brings significant cost reduction as compared to thousands of individual projects.

CONCERTO aims to demonstrate that this collective approach to communities and cities, brings zero-energy cities or energy positive cities within realistic reach. CONCERTO also aims to demonstrate that retrofitting of buildings on a community of city base is technically and financially realistic. Therefore each CONCERTO project should also conclude in a set of tested new “best practices”, which can be used in the future as examples to raise the confidence of potential decision-makers, investors and final users of other communities and cities.

A first batch of CONCERTO projects (CONCERTO I) started end 2005 and 3 projects are expected to be finalised by end 2010 and the rest by end 2011. This first batch contains 9 projects with a total of 26 local communities (see table below).

Project Acronym	Community 1	Community 2	Community 3	Community 4
RENAISSANCE*	Lyon (FR)	Zaragoza (ES)		
POLYCITY	Ostfildern (DE)	Cerdanyola del Vallés (ES)	Torino (IT)	
ECO-CITY	Helsingborg (SE)	Helsingor (DK)	Tudela (ES)	Trondheim (NO)
ECOSTILER	Amsterdam (NL)	Lambeth (UK)	Måbjerg (DK)	
SESAC	Växjö (SE)	Delft (NL)	Grenoble (FR)	
TETRAENER*	Geneva (CH)			
CRRESCENDO	Almere (NL)	Milton Keynes (UK)	Ajaccio (FR)	Viladecans (ES)
ENERGY IN MINDS*	Weiz Gleisdorf (AT)	Zlín (CZ)	Neckarsulm (DE)	Falkenberg (SE)
ACT2	Hannover (DE)	Nantes (FR)		

* finalised by end 2010

A second batch of CONCERTO projects (CONCERTO II) started end 2007 and is expected to terminate end 2012. This batch contains 9 projects with a total of 19 local communities (see table below).

Project Acronym	Community 1	Community 2	Community 3	Community 4
ClassI	Stenloese (DK)			
Concerto AL Piano	Alessendria (IT)			
Green Solar Cities	Salzburg (AT)	Valby (DK)		
HOLISTIC	Dundalk (IR)	Neuchatel (CH)	Mödling (AT)	
SEMS	Tulln (AT)	Weilerbach (DE)	Slubice (PL)	Redange (LU)
SERVE	Serve region (IR)			
SORCER	Hillerod (DK)	Apeldoorn (NL)		
STACCATO	Amsterdam (NL)	Sofia (BU)	Óbuda (HU)	
REMINING-LOWEX	Heerlen (NL)	Zargoje (SL)		

A third batch of CONCERTO projects (CONCERTO III) started in 2010 until end 2014, adding 4 new CONCERTO projects and 13 local communities.

Project Acronym	Community 1	Community 2	Community 3	Community 4
SOLUTION	Cernier (CH)	Hartberg (AT)	Hvar (HR)	Lapua (FI)
PIME'S	Salburua (ES)	Dale (NO)	Szentendre (HU)	
ECO-Life	Birstonas (LT)	Kortrijk (BE)	Høje-Taastrup (DK)	
GEOCOM	Mórahalom (HU)	Galanta (SK)	Montieri (IT)	

In addition to these communities there are a number of associated communities (see *Annex 6 -C Associated Communities CONCERTO I, II and III* attached to this Specification to Tender) whose role is to participate as observers in the projects and potentially in the future accomplish the same measures in their local areas based upon a successful implementation and experience of previous showing cases.

All three CONCERTO batches of projects are based upon the same basic principles.

In order to support the communities and stakeholders under this initiative in the implementation, monitoring and promotion of CONCERTO I and II individual projects, the European Commission launched in 2005 the CONCERTO PLUS service contract. The aim of this service contract is to foster cooperation and develop the highest possible added value to the work done by the Communities inside the CONCERTO projects, support the European Commission on its development and responsibilities and increase the success of the CONCERTO initiative as a whole, on the scientific, technical and policy levels. CONCERTO PLUS includes coordinated analysis, collection of monitoring data and dissemination of the results from all CONCERTO projects including the strengthening of networking between the CONCERTO projects and facilitating the transfer of best practices to new communities across the European Union. CONCERTO Plus ensures the link between technological demonstration and EU policy implementation.

The need for monitoring and technical & financial analysis

The proposed recast of the EU Directive on the Energy Performance of Buildings (EPBD) introduces a general framework for a methodology to calculate the energy performance of buildings and its cost optimal minimum energy performance requirements. Implementation of the Directive will yield a large amount of information on the make-up of building stock across Europe and this

information will be regularly updated through the audit procedure prescribed by the recast of EPBD⁵.

Such information provides a useful baseline for the buildings and construction sector, as well as policy-makers. It also opens up opportunities for the development of software applications and tools for the purpose of **compliance with the EPBD**.

The general framework proposed by the recast of EPBD Directive invites the monitoring linked activities and companies (i.e. ICT) to work together with the buildings and construction sector to identify areas where the impact and cost-effectiveness of proper monitoring can be maximised, and to specify requirements. All these actors should also promote interoperability between auditing tools, and building and energy management systems, with a view to developing a **systemic understanding** of a building's energy performance.

There is nevertheless scope to go beyond the general methodological framework introduced in the Directive, extended from individual buildings to settlements, communities and cities and agree on common methodologies for presenting data. Then adequate monitoring could be applied for EU-wide collection, aggregation and comparative analyses to support benchmarking and policy evaluation.

Following this line of argument and priorities from the EPBD Directive, the CONCERTO projects are expected to produce a well documented database of monitored field data showing the experience on energy supply and demand behavioural patterns in targeted buildings, with a very high penetration of RES supply. Together with this, a detailed information on the performance and reliability of the innovative RES supply solutions and end use technologies involved, will be also expected as an outcome of this pioneering initiative and will provide useful learning and knowledge, to steer future policy developments at the EU level. This information is collected and introduced to a data base, developed for this purpose.

Policy Recommendation

At the end of the contract period, the contractor is expected to provide scientific, technical and financial conclusions on the results of the projects. Based on the results of the CONCERTO projects, a whole set of policy recommendations will be issued as a "reference study", needed for the development of proposals for future European Union policy regarding the energy efficiency in buildings, urban development and sustainable communities/cities in general.

The duties and responsibilities from CONCERTO PLUS (see *Annex 6 – A: Main Outcome from CONCERTO PLUS* to this Tender Specification) will be handed over to the CONCERTO Premium team, from the moment of termination of the procurement contract with the first contractor on 31st of December 2010. During the last three months of the previous contractor participation, new contractor (winner of CONCERTO Premium tender) will perform a parallel work in order to collect the outcome from the first contractor at the state of advancement finally achieved, will liaise with activities previously developed by CONCERTO PLUS and keep on the duties arising from the new contractual obligations described within this Tender Specification.

The working language will be English (for all internal and external communication and reporting).

⁵ recast Directive 2002/91/EC; <http://www.buildup.eu/>.

I.2. Purpose of the contract

The European Commission is launching an invitation to this CONCERTO Premium tender for the provision of interdisciplinary expertise (i.e. researchers, engineers, architects, construction companies, urban planners, energy agencies, economists, social researchers) with respect to European Union energy and climate change policy over a maximum duration of 36 months. The tasks to be undertaken under this contract are needed by the Commission to have an analysis of the energy efficiency measures and innovation potentials in the buildings sector, in communities and in cities. In addition, the data management from all CONCERTO projects, with the added value of policy recommendation is needed in order to provide adequate support and coordination to the best possible integrated outcome of the whole CONCERTO initiative. EU wide promotion of the projects and their results is also expected.

In order to prepare the information for this invitation to tender, each tenderer will be aware of the existence of the website of CONCERTO (www.concertoplus.eu) developed and managed by CONCERTO PLUS. All tenderers should take into account the website content when preparing their proposal to this invitation to tender.

The tenders should address the following work:

I.2.1. Monitoring, technical & financial analysis.

A strong effort in summarizing the large volumes of information, performance data generated by the CONCERTO projects, technical and financial analysis of these data according to the agreed key performance indicators and methodology is the core activity of this part of the tender specification, together with an accompanying policy recommendation based upon the findings of this monitoring work. A centralization of the relevant data and observations of all on-going CONCERTO projects with a continuous update upon the site measurements should be processed.

The contractor will have to comply with the prescriptions of the EPBD implementation process, taking fully into account the whole set of umbrella documents that apply. A thorough assessment of the benefits, based upon the monitoring, of each set of innovative measures and energy efficiency improvements, providing a comprehensive operational analysis of the results achieved, with regard to technological breakthroughs implemented in the buildings and the RES integration.

The state of advancement of all the three batches of CONCERTO and particularly each project itself are not in an equal footing of implementation. The tenderer should be aware of this constraint and adapt its work and methodology with regard to the content of the monitoring analysis, to the actual level of development of the different batches addressed and the particularities of the encompassed projects. Tenderers should therefore differentiate their approach and/or methodology according to the different context of each batch of projects and pace of implementation.

Smart cities represents one step further in using the results of CONCERTO projects to trigger a higher impact for unlocking the market potential for energy efficiency and low carbon technologies.

The scope of this part should:

- ✓ Continue the development and update of the comprehensive and accessible online Technical Monitoring Database (TMD) on energy performance in buildings, production of

renewable energy and its integration into the building, categorised by, but not limited to, building types, age, construction standard, - climatic conditions, type of renewable used, heat/cool demand coverage, heating/cooling technologies used, including the share of cogeneration and micro-cogeneration, and district heating applications -. The TMD should be further developed (see details for Database specification in *Annex 6-B General Specification of the Technical Monitoring Database* to this Tender Specification) in order to incorporate geographical and time-enabled functionalities at two levels: (i) EU level, the target is to visualize on an interactive European map community related figures and indicators and (ii) at CONCERTO community level, the target is to visualize on an interactive community map the demonstration objects and key characteristic figures (e.g. energy performance figures and main related parameters). To better visualize interdependencies in CONCERTO communities and systems, the geographic representation is to be further augmented by visualization of data related to energy use and data related to the energy supply infrastructure in schematic diagrams of community energy systems showing interactions and relevant energy flows inside a building or district.

✓ Create a specialised website on monitoring of buildings performance where it is reflected the Best Practices encountered within CONCERTO projects and recommendations in this regard to other stakeholders willing to replicate these monitoring systems. Assessing the whole process for a monitoring system implementation, maintenance of the associated equipments and usage of its capabilities. The website should be an easy accessible web site portal and a reference centre for the buildings industry on best solutions for monitoring energy consumption in buildings in general. A close link should be established with the BUILD UP portal (www.buildup.eu) which is providing information on energy-efficient buildings to public authorities, building professionals and building owners/tenants. BUILD UP is an initiative of DG ENER and is the backbone to all activities related to the implementation of the EPBD. BUILD UP is to be funded until at least 2013⁶.

✓ Analyse and assess the benefits of innovative products, smart (i.e. renewables) solutions integrated into the buildings and energy monitoring, as being developed by CONCERTO projects. Suggestions for a potential up-scaling to the rest of the buildings market, by means of a 'Technology Prospective Study' which takes into account the potential barriers, risks associated whatever its nature and gives orientation on the transformation of current market of buildings environment to a more sustainable based on a low carbon intensive scenario. Linkages with future policy developments and mechanisms, such as i.e. 'Certification or Qualification Schemes' for buildings policy implementation (see recast of EPBD) are expected and desired in the scope of this study, to re-orientate and support the future efforts of Independent Certification Bodies both at EU and National level.

✓ Collect comprehensive raw and elaborated data of the performance of the RES part of the projects, actual production for electricity, heat, cool and polygeneration systems outputs. Assessment of RES share and/or CHP share, in total consumption of buildings in CONCERTO initiative.

✓ Assess the innovative solutions and pool of technologies best adapted for different climatic conditions normalised across Europe and analysis of its cost-effectiveness introduction in the buildings sector.

✓ Assess the integrative approach concept of CONCERTO for every project, energy efficiency measures in the buildings and actual use of RES to cover the internal demand of the buildings.

⁶ A call for tender will be issued in 2010 by the Executive Agency for Competitiveness and Innovation (EACI) to renew the current contract.

- ✓ Analyse of potential of replication of each solution and the market deployment capacity in EU and neighbouring countries taking into account existing EU, national and regional support mechanisms (e.g. IEE programmes, European Regional Development Fund - ERDF support to energy efficiency and renewables etc).
- ✓ Develop a common structured framework as a methodology (i.e. guidebook) for the assessment of each individual project, rank and classification of the CONCERTO projects according to different criteria, achievements reached (technical and financial) and potentialities for actual energy reductions.
- ✓ Keep updates and inter-link with the JRC activities in respect to the SETIS⁷ initiative from the SET-Plan⁸, particularly addressing the energy efficiency breakthroughs and innovations in the building sector (including the RES contribution).
- ✓ Build on CONCERTO results to provide advice for the funding of promotion and dissemination projects under the Intelligent Energy Europe programme (priority setting for the IEE key actions on buildings and sustainable energy communities).
- ✓ Organise a training session for the European Commission staff (no more than fifteen people) and the project representatives having write access rights on the Technical Monitoring Database.
- ✓ Assess the links made by CONCERTO communities to other energy related EU programmes such as Intelligent Energy Europe, INTERREG and URBACT and determine to what extent these CONCERTO communities capitalised on synergies between the programmes.

I.2.1.1 Input towards Smart Cities – from districts to cities

As shown previously CONCERTO projects and experience with this programme may represent one of the building blocks of the Smart Cities Initiative. Therefore, a special attention should be given to the following aspects:

- ✓ Assessment of the impact of energy efficiency measures associated with the use of new buildings and/or refurbishment of the existing ones in terms of:
 - CO2 emissions reduction
 - Cost implications at the level of the districts in CONCERTO projects.

Extrapolate these findings to the level of the cities

- ✓ Assessment of the integration of different innovative technologies linked to the energy efficiency measures, energy networks (heating and cooling, smart grids etc in terms of CO2 emission reduction and costs implication).

Based on the assessment carried out in the previous steps propose criteria which should be used for developing Action Plans in different categories of cities (e.g. climate conditions, financing conditions and mechanisms etc).

I.2.2. Dissemination of results of CONCERTO Initiative and Policy recommendation.

⁷ Information system of the SET-Plan, <http://setis.ec.europa.eu/>

⁸ Strategic Energy Technology Plan COM(2007) 723

I.2.2.1. Dissemination of results of CONCERTO Initiative

Complementarily to dissemination activities performed by the responsible CONCERTO projects themselves, the contractor will provide full scale and broad wide messages to all types of recipients (i.e. decision makers, builders, SME's, stakeholders associations). The content of such messages should cover, but not limited to, the results and output from the previous monitoring exercise, particularly in respect to the most remarkable learning from the holistic/integrative approach to the buildings sector and its energy challenges.

Dissemination of results of the different CONCERTO projects should:

- ✓ Maximise the impact of the results from CONCERTO initiative at the EU level and amplify the messages and/or good practices identified before (see monitoring part) by using effective communication and dissemination tools.
- ✓ Facilitate networking activities with organisations, stakeholders and networks, external to the CONCERTO communities, through the share of experiences on the internationally most advanced concepts and technologies for Eco-buildings and Renewable Energy Sources (RES) integration in sustainable communities.
- ✓ Promote and achieve a breakthrough in the planning, development and implementation of sustainable energy communities, leading to a substantial increase in the number of such communities across the EU by performing a proper and detailed communication/dissemination strategy based upon the results of the evaluation of the monitoring of the initiative.
- ✓ Amplify the learning speed from the results of CONCERTO projects through the appropriate publications (i.e. number of prints, languages, formats to be decided by the tenderer), web-site and dissemination activities.
- ✓ Assess the long term performances of innovative energy supply and distribution systems under the "urban demonstration platforms" of the CONCERTO projects.
- ✓ Provide technical support to interested cities/communities in order to facilitate their registration into the CONCERTO initiative.
- ✓ Support the liaison with potential actors in the Covenant of Mayors, namely national, regional, local supporting structures, networks of cities and regions, Covenant of Mayors' office and Benchmarks of Excellence developed by the Commission.
- ✓ Give support to the liaison to already running parallel initiatives, addressing the energy efficiency for buildings and RES integration. It is expected to coordinate dissemination of results with the following activities but not limited to, EPBD implementation actions, Smart-Cities Initiative⁹, "Build up portal" from Intelligent Energy Europe Programme (EACI), IEE projects relevant for the building sector (under SAVE, ALTENER and Sustainable energy Communities/Local Action), Manage-Energy, Covenant of Mayors, European Regional Development Fund (ERDF) support to energy efficiency and renewables in buildings and any other activity with relevant content for the building sector from the energy efficiency and RES integration perspectives.
- ✓ Organise 2 CONCERTO forums, one in the middle and one at the end of this contract. These forums will encourage direct and personal contacts between the participants of the CONCERTO III, II and I projects at both political and technical levels, as well as offering

⁹ COM(2009) 509 final, Investing in the Development of Low Carbon Technologies (SET-Plan)

the possibility for potential newcomers to meet with the participants of the CONCERTO projects and to profit from their experiences. The forum will address technical, organisational and policy aspects of the CONCERTO projects, and will contain both plenary and parallel sessions.

✓ Involve Associated Communities which are observers in the projects and participate only as interested parties in learning the achievements of CONCERTO experiences.

I.2.2.2. Policy Recommendation.

This part of the tender will be responsible to give priority to the messages sent to the policy makers at all levels. This part should aim to address:

✓ provide policy recommendations at European, national and regional level in order to facilitate the dissemination of CONCERTO initiative.

✓ summarize the common points of the projects and their results and provide recommendations for a *Strategy for an Urban Sustainable Development Vision* in Europe at the level of the city planners as recommendations for their future building stock expansions and/or renovations. This study should also consider findings from DG REGIO's initiatives on urban sustainable development.

✓ provide advice and proposals on new alternatives on policy developments at all the levels but mainly focused at the EU level, affecting buildings energy performance in general, environmental issues and construction products legislation.

✓ supply a thorough assessment of all the legislation applicable (at the EU level) and the corresponding specific improvements or proposals for amendments to be made, in order to encourage and facilitate the full adoption of Best Practices of the CONCERTO projects .

✓ support the liaison with other relevant EU initiatives and policies assisting the deployment of renewable energies and sustainability solutions in the urban context, exploiting all possible synergies of action with other parallel initiatives (i.e. Public-Private Partnership for Energy Efficient Buildings EeB¹⁰, Smart-Cities Initiative, Covenant of Mayors, Intelligent Energy Europe Programme, the 2007-2013 Cohesion Policy Programmes).

I.3. Reports and documents to produce - Timetable to observe

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

*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 deliverables, reports to be undertaken.*

Not later than 3 weeks after the kick-off meeting an **inception report**, containing the outline of the reports and deliverables, as discussed in detail at the kick-off meeting, is to be submitted to the Commission.

The work shall start from the signature of the contract.

¹⁰ EERP COM(2008)800final dated 26.11.2008

The Commission shall have 45 days from receipt to approve or reject the reports, and the Contractor shall have 20 days in which to submit additional information or a new report.

1.3.1. Interim reports

The **1st interim report** showing progress of the work shall be submitted to the Commission at the latest 12 months after the date of signature of the contract.

The Commission shall have forty-five days from receipt to approve or reject the report. Within 20 days of receiving the Commission’s observations, the Contractor will submit additional information or another report.

A **2nd interim reports** is to be submitted to the Commission at the latest 24 months after the date of signature of the contract.

1.3.2. Final report

The contractor will submit a draft final report to the Commission at the latest 34 months after the signature of the contract.

Within 45 days after the submission of this draft final report the Commission will provide the contractor with its comments on the draft final report and the date of a second **meeting** in (Brussels) will be agreed in order to discuss the Commission’s observations. After this meeting, the Contractor shall have 20 days in which to submit additional information or a new final report.

1.3.3. Report format and publication

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

The Commission may publish the results of the services provided. For this purpose, the tenderer must ensure that the reports and deliverables are 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.

1.3.4. Deliverables/Documents to produce

Additionally to the inception, interim and final reports foreseen in previous paragraphs. There are specific deliverables to be submitted with regard to the different subparts of this invitation to tender which are summarized here below:

Monitoring, technical & financial analysis

Deliverable/Report title	Delivery date (Month after signature of the contract)
1- Inception report on monitoring scope, database content, technical & financial analysis and plans for reporting	1
2- Technical & Financial analysis Interim reports (every 6 months updated)	6, 12, 18, 24
3- Internet based database of actual energy consumption in the buildings and RES	Every 3

contribution, innovative energy efficiency measures and technology breakthroughs performance (quarterly updated)	months
4- Integrated report of main conclusions	12, 24, 36

Dissemination of results of CONCERTO Initiative and Policy Recommendation

Deliverable title (Dissemination of results)	Delivery date (Month after signature of the contract)
1- Overall dissemination plan	6
2- Overview of CONCERTO training	6
3- CONCERTO web site	6 (with 6 monthly up-dating)
4- CONCERTO Newsletters	6, and then every 6 months
5- CONCERTO brochures	6
6- CONCERTO DVD's	12, 36
7- CONCERTO PowerPoint slides	6 (with yearly up-dating)
8- CONCERTO posters	6, 24
9- CONCERTO best practice guide	36
10- CONCERTO forum	18, 36
11- Working with the International Press	2 press releases and 2 article in technical press per year
12- Participation in national / international events	Annual listing to EC and participation in 6 events per year
13- Involvement of Associated communities	Continuous priority for 3 years

Deliverable title (Policy Recommendations)	Delivery date (Month after signature of the contract)
1- Policy section in CONCERTO newsletters	12, 24, 36
2. Policy session in second CONCERTO Forum	36
3. Publication on policy recommendations ('reference study')	36
4- Integrated report of policy contributions and recommendations	24, 36

3 copies of the deliverables shall be supplied on paper form and one copy in electronic form, either in MSWord, PDF or in HTML format.

The Commission may publish the results of the services provided. For this purpose, the tenderer must ensure that there are no restrictions based on confidentiality and/or intellectual property rights are expected from the third party. Should he intend to use data, which cannot be published, this must be explicitly mentioned in the offer.

I.4. Duration of the tasks

The duration of the tasks shall not exceed *36 months*. This period is calculated in calendar days.

I.5. Place of performance

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

I.6. Estimate of the amount of work involved

The amount of work involved to carry out this contract is assessed at 6.250 man days:

II. TERMS OF CONTRACT

In drawing up his offer, the tenderer should bear in mind the provisions of the draft contract attached to this invitation to tender (Annex 5). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

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

II.1. Terms of payment

Payments shall be made in accordance with the provisions specified in Annex 5, the draft service contract

II.2. Financial guarantees

Guarantee on pre-financing

For any pre-financing higher than 150,000 EUR, a financial guarantee equivalent to the amount of the pre-financing will be requested.

Depending on the financial situation of the tenderer, the Commission may ask for the financial guarantee for amounts lower than 150,000 EUR.

II.3. 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).

Tenderers must ensure that Article II.17 of the contract (Annex 5) can be applied to subcontractors. Once the contract has been signed, Article II.13 of the above-mentioned contract shall govern the subcontracting.

II.4. Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortium) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid. If awarded, the contract will be signed by the company or the person heading the project, who will be, vis à vis the Commission, the only contracting party responsible for the performance of this contract. Tenders from a consortium of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. Each member must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (in their entirety) and award criteria.

III. FORM AND CONTENT OF THE TENDER

III.1. General

Tenders must be written in **one of the official languages** of the European Union.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). 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.

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 and 3):

- 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/execution/ftiers_en.htm

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

- 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/execution/legal_entities_en.htm

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

The Commission reserves the right, however, to request 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.

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 proposal must provide all the information needed for the purpose of awarding the contract.

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.
- Prices must be fixed amounts and include all expenses, such as travel expenses and daily allowances.
- **Prices should 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 of the European Union of 8 April 1965 (OJ L 152 of 13 July 1967). 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;
- **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.

IV. ASSESSMENT AND AWARD OF THE CONTRACT

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. The procedure for the award of the contract, which will concern only admissible bids, 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.

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation¹¹)

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 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 Regulation¹² for being guilty of misrepresentation in supplying the

¹¹ 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)

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 (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 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, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award 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.

¹² 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.

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 Directorate General for Energy and 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.¹³

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 – References required

Tenderers must provide evidence of their economic and financial capacity by submitting an annual turnover of minimum **1.500.000** EUR, for the past three years.

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.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

IV.2.2. Technical and professional capacity – References required

The competences of the tenderer should be demonstrated and the means of proof required are referred herewith:

- 1) Educational qualifications.
- 2) Working experience (at least of ten years) in the field of operating and monitoring buildings energy performance (i.e. advanced controls, sensors, interfaces, whole building control, associated data management, online energy performance surveillance). Also this experience must cover the use and development of Building Analysis Tools to examine the relationship of energy systems and building energy performance, in order to accurately assess and model energy use in the built environment during the design phase but especially during the operational stage.

¹³ 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, last amended by Commission Regulation (EC, Euratom) n° 478/2007 of 23 April 2007, OJ L 111 of 28 April 2007, p.1.

- 3) Measures that the tenderers will take to guarantee the good execution of the tasks i.e. proof of the existence of an access authorization to specific databases or the capacity to obtain this access should the contract be awarded to them.
- 4) List of the main services and tasks delivered during the last five years as well as related amounts, dates and beneficiaries with mention of the sector they belong to (private/public) ;
- 5) Part of the contract which the service provider intends to subcontract;
- 6) The tenderers must prove knowledge and a general comprehension of the legal, financial and technical aspects related to energy efficiency in buildings and renewables integration.

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.

Tenderers should provide with their offer detailed curriculum vitae of each staff member responsible 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.

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.

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

N°	Award Criteria	Weighting
1	Clarity, completeness and quality of tender documented by work programme	30 %
2	Methodology, understanding the requirements of the tender and timetable, experience of the tenderer's team	40 %
3	Access to information of the tenderer (to be explained, justified and properly supported) in the respective areas of the tender	30 %
Total number of points		100

- b) Total price

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

IV.4. 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)
5. Draft Service Contract
6. Technical Annex
 - a. Main Outcome from CONCERTO PLUS
 - b. General Specification of the Technical Monitoring Database (TMD)
 - c. Associated Communities CONCERTO I, II and III

ANNEX 1

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 TREN xx/xx/xxxx

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) ¹⁴	
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:	

¹⁴ 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 organisation¹⁵ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

¹⁵ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

(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/execution/ftiers_en.htm



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/fiers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>

BANK	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN ⁽²⁾	<input type="text"/>

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both Obligatory)⁽³⁾

DATE + SIGNATURE ACCOUNT HOLDER :
(Obligatory)

DATE

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent

⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

ANNEX 3

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/execution/legal_entities_en.htm

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

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

ANNEX 4

DECLARATION BY THE TENDERER

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

1. In accordance with Article 93 of the Financial Regulation¹⁶, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil 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 I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not been the subject of a judgment 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) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation 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. In addition, the undersigned declares on his or her honour:
 - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform the Commission without delay of any change to this situation after the date of submission of the tender.
 - b) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

¹⁶ 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.

Done at on.....

Name

Title

Signature:

ANNEX 5



EUROPEAN COMMISSION
DG
Directorate
Unit

DRAFT SERVICE CONTRACT

CONTRACT NUMBER – [complete]

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 Mr Fabrizio Barbaso, Director in the Directorate-General for Energy, Directorate New and Renewable sources of Energy, Energy Efficiency & Innovation.

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 [name in full and function,]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I – Tender Specifications (Invitation to Tender No [complete] of [complete]) and Monitoring

Annex II – Contractor's Tender (No [complete] of [complete])

[**Annex III** - Model of Bank Guarantee]

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 Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

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.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is provision of interdisciplinary expertise to support the implementation of CONCERTO initiative and dissemination of results of the associated projects, in particular the subject covers an analysis of the energy efficiency measures and innovation potentials in the buildings sector, in communities and in cities based upon the data management and results from all CONCERTO projects, with the added value of policy recommendation in order to provide adequate support and coordination to the best possible integrated outcome of the whole CONCERTO initiative. EU wide promotion of the projects and their results is also expected.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

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.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 36 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from [date of entry into force of the Contract] or [indicate the date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The maximum total amount to be paid by the Commission under the Contract shall be XXXXX EUR covering all tasks executed.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

- I.4.1.** Pre-financing:

Following signature of the Contract by the last contracting party, within 30 days of:

- the receipt by the Commission of a duly constituted financial guarantee equal to at least EUR [amount in figures and in words]

- the receipt by the Commission of a request for pre-financing with a relevant invoice

a pre-financing payment of EUR [amount in figures and in words] equal to 30 % of the total amount referred to in Article I.3.1. shall be made.]

I.4.2 Interim payment:

Requests for interim payment by the Contractor shall be admissible if accompanied by:

- an interim technical report in accordance with the instructions laid down in Annex I.
- the relevant invoice(s)

provided the report has been approved by the Commission.

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

Within 30 days [of the date on which the report is approved by the Commission,] an interim payment corresponding to [EUR amount in figures and in words] equal to 20 % of the total amount referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final technical report in accordance with the instructions laid down in Annex I
- the relevant invoices

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to [EUR amount in figures and in words] equal to 30 % of the total amount referred to in Article I.3.1 shall be made.

[For Contractors established in Belgium, the provisions of the 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” or an equivalent statement in the Dutch or German language.]

[For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.]

ARTICLE I.5 – BANK ACCOUNT

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

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

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. 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. Communications shall be sent to the following addresses:

Commission:

European Commission
Directorate-General for Energy
Directorate New and Renewable sources of Energy, Energy Efficiency & Innovation
Unit C-2
B-1049 Bruxelles

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. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the entity acting as data controller within DG ENER without prejudice to possible transmission to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European

Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the entity acting as data controller within DG ENER. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.9 – OTHER SPECIAL CONDITIONS

The bank guarantee referred to in article I.4.1. shall be provided according to the model of annex III.

II – GENERAL CONDITIONS

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 have 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 execute 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 hamper 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 in accordance with the provisions laid down therein, 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.16.

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.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

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 – PAYMENTS

II.4.1. Pre-financing :

Where required by Article I.4.1, 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) equal to the amount indicated in the same Article 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 work 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 Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø an interim technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

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

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

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new 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 report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø a final technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

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

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

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new 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 report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. 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 payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly 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.5.3. 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.6 – RECOVERY

II.6.1. If total payments made exceed the amount actually due under the Contract 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.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. 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.6.3. 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 that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

II.7.1. Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3. 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.7.4. 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.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into force.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. 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.9.2. 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.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. 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 or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

- II.10.2.** 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 publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4.** 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. 11 – TAXATION

- II.11.1.** 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.11.2.** 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.11.3.** 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.11.4.** 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.12 – FORCE MAJEURE

- II.12.1.** 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.12.2.** Without prejudice to the provisions of 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.12.3.** 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.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

II.13.1. 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.13.2. 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.13.3. 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.17.

ARTICLE II.14 – ASSIGNMENT

II.14.1. 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.14.2. In the absence of the authorisation referred to in 1 above, 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.15 – TERMINATION BY THE COMMISSION

II.15.1. The Commission may terminate the 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 been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) 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;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's ' financial interests;

- (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 has not actually commenced within three months 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.

II.15.2. In case of force majeure, notified in accordance with Article II.12, 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.15.3. Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

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.15.4. Consequences of termination:

In the event of the Commission terminating the 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 work. 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 complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.16 – 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 of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. 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.17 – CHECKS AND AUDITS

- II.17.1.** 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.
- II.17.2.** 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.
- II.17.3.** 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.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract 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 may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

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

For the Commission,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

ANNEX I

Tender Specifications and Monitoring

The purpose of this Annex is to enable the Commission to conduct, throughout the duration of the Contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the Contract.

So that the Commission can regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications, appropriate monitoring, assessment, and supervisory procedures shall be set up. For these purposes, this Annex shall include all necessary details, in particular, where relevant, the following:

- (i) schedule of interim and final reports – terms for approval, structure and content (where provision is made for such reports and a specific annex is not necessary);*
- (ii) schedule of audits to be carried out in accordance with Article II.17 of the Contract.*

All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

ANNEX II

Contractor's Tender

ANNEX III

LETTER FOR PRE-FINANCING FIRST DEMAND GUARANTEE

Financial institution/Bank (Letterhead)
[Place/Date]

European Union
Represented by the European Commission
Directorate-General [...] – [Unit]
Rue de la Loi 200
B – 1049 Belgium

Reference: Contract N° and exact title: [to be completed...]

ARTICLE 1 – DECLARATION ON GUARANTEE, AMOUNT AND PURPOSE

We, the undersigned [name and address of the financial institution or bank] (hereinafter referred to as "the Guarantor") hereby confirm that we give the European Union, represented by the European Commission (hereinafter referred to as "the Commission"), an unconditional, irrevocable and independent first-demand guarantee consisting in the undertaking to pay to the Commission a sum equivalent to the amount of:

EUR [in figures: ...] (in words: ... EUR)

upon single demand, for guarantee of the pre-financing(s) stipulated in the contract (N°/exact title, hereinafter referred to as the "contract") concluded between the Commission and [name and address], (hereinafter referred to as "the Contractor").

ARTICLE 2 – EXECUTION OF GUARANTEE

If the Commission gives notice that the Contractor has for any reason failed to reimburse pre-financings paid by the Commission, we, acting by order and for account of the Contractor, shall undertake to immediately pay up to the above amount, in EUR, without exception or objection, into a bank account designated by the Commission, on receipt of the first written request from the Commission sent by registered letter or by courier with acknowledgement of receipt. We shall inform the Commission in writing as soon as the payment has been made.

ARTICLE 3 – OBLIGATIONS OF THE GUARANTOR

1. We waive the right to require exhaustion of remedies against the Contractor, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the Commission under the contract or in connection with it or on any other grounds.
2. Our obligations under this guarantee shall not be affected by any arrangements or agreements made by the Commission with the Contractor which may concern his obligations under the contract.

ARTICLE 4 – DATE OF ENTRY INTO FORCE

This guarantee shall come into force upon its signature. If, on the date of its signature, the pre-financing has not been paid to the Contractor, this guarantee shall enter into force on the date on which the Contractor receives the pre-financing.

ARTICLE 5 – END DATE

1. This guarantee shall expire on return of this original document by the Commission to our offices by registered letter or by courier with acknowledgement of receipt.
2. This must occur at the latest one month after the payment of the balance under the contract has been made.

ARTICLE 6 – CONDITIONS OF RELEASE

1. We may be released from this guarantee only with the Commission’s written consent and do not have the right of deposit without its consent.
2. After expiry, this guarantee shall become automatically null and void and no claim relating thereto shall be receivable for any reason whatsoever.

ARTICLE 7 – APPLICABLE LAW AND COMPETENT JURISDICTION

1. This guarantee shall be governed by and construed in accordance with the law applicable to the contract.
2. The courts having jurisdiction for matters relating to the contract shall have sole jurisdiction in respect of matters relating to this guarantee.

ARTICLE 8 - ASSIGNMENT

The rights arising from this guarantee may not be assigned.

Done at [insert place], on [insert date]

[Signature/Function]
[Signature/Function]

ANNEX 6 - A): Main Outcome from CONCERTO PLUS

2.1. The main objectives of CONCERTO PLUS will be:

- 2.1.1. *to provide the CONCERTO projects with technical support and a strong and common brand identity which will include the European dimension as well as key messages;*
- 2.1.2. *to create a motivating and facilitating framework for mutual relationships between all of the actors involved in the CONCERTO initiative,*
- 2.1.3. *to maximise the impact of the CONCERTO initiative at an EU level by using effective communication and dissemination tools,*
- 2.1.4. *to achieve a breakthrough in the development of sustainable energy communities, leading to a substantial increase in the number of such communities across the EU.*

2.2. The main tasks of CONCERTO PLUS will be:

- 2.2.1. *to manage CONCERTO PLUS in an optimised and cost-efficient manner;*
- 2.2.2. *to support the CONCERTO project teams through site visits, workshops, and contractors' meetings, as well as via telephone and e-mail helpdesks. Also, to compile a CONCERTO database containing details of the research, demonstration and policy actions being undertaken within the CONCERTO projects*
- 2.2.3. *through technical collaboration, to assist the CONCERTO project teams with measurements and monitoring of the performance of their demonstration projects, and to develop a framework for presenting the energy performance of the CONCERTO communities, using appropriate performance indicators. Then to develop models of the energy systems in each of the CONCERTO communities, which can predict the impacts of the policies and the demonstration projects which are being implemented, and to compare the predictions with the measured results.*
- 2.2.4. *to analyse the policies and measures being adopted by the CONCERTO communities, and assess their impacts. Using the results from these analyses, to compile a set of key policy recommendations for use by other local communities across the EU.*
- 2.2.5. *to disseminate and raise awareness of CONCERTO at a European-level, including the development of a corporate image for the CONCERTO initiative, giving it a strong European identity, by establishing a CONCERTO web site, newsletters, brochure, DVD's, slides, best practice guide, and EU wide coverage in the technical press.*

2.3. The main deliverables expected from CONCERTO PLUS are:

- 2.3.1. *Added value to the CONCERTO projects through regular visits, and support via local workshops as well as telephone and e-mail helplines*
- 2.3.2. *A comprehensive CONCERTO database, containing details of all of the research, demonstration, policy, training and other actions being undertaken within the CONCERTO projects*
- 2.3.3. *Agreed guidelines on the monitoring and presentation of the results from the integrated demonstration actions of the CONCERTO communities;*
- 2.3.4. *A structured framework and methodology for assessing the overall energy performance of the CONCERTO communities;*
- 2.3.5. *Sustainable energy policy recommendations for local communities, based on the results from the CONCERTO projects;*
- 2.3.6. *EU-wide dissemination of the CONCERTO initiative, using high quality and well targeted materials (web site, newsletters, brochures, reports, conference presentations, international Press, etc) to convince key decision makers, who are willing to use the results, to invest in follow-up actions which will have a strong multiplier effect amongst other local communities.*

ANNEX 6 – B):General Specification of the Technical Monitoring Database (TMD)

Who is using the TMD?

CONCERTO Plus has developed the TMD to support data gathering, exchange and analysis and as a tool for energy performance assessment.

The TMD will be used as unique reporting and data exchange platform for technical figures between the CONCERTO projects, the European Commission and CONCERTO PREMIUM. This means that:

- Technical data describing the demonstration project performance (targets, expected figures, design figures and monitored figures) will be communicated exclusively through the TMD. The different amendments occurring during the project lifetime will be reported in the TMD as well.
- At least one person per project will have write access on the TMD to report technical information related to the demonstration projects.

TMD structure

The database follows a simple structure which includes, beside general information about the community (part “Base data”), all steps of the energy transformation chain supplying the buildings of a specific community, thus allowing for a complete description of every community energy system. One part (“Consumption”) is dedicated to the buildings as end users and includes data related to the different energy applications inside the building. All energy systems are defined in the “Generation” part of the database, specifying whether the system is directly located at a building or connected to a district energy network. This feature allows for a parallel assessment of building energy performance and community energy performance.

To consider elements located outside the community energy system boundaries and energy import contribution, primary energy factors are defined for the different energy carriers as an interface to the energy system the community is connected to (for electricity, gas, biomass, district heating).

As a result, the database covers all components of a community energy system, including all important generation technologies and making it possible to assess the community energy performance on the basis of its primary energy use. In particular, it is possible to compare the effects of onsite renewable energy systems located at the buildings and district energy systems as the distribution losses are included in the calculation. An overview of the data stored in the different parts of the database is given in the following table:

Base data	Consumption data	Generation data
<ul style="list-style-type: none"> - General information (total population of community, project type: new urban development project, urban regeneration project or rural project...) - Specific energy targets (expected energy balance for electricity, heating and cooling) - Weather data for climate correction - Conventions (definition of floor area for the calculation of energy performance ratings) - Metering periods (starting and ending dates) - Primary energy factors for energy flows across community energy system boundaries 	<ul style="list-style-type: none"> - Design parameters (general information, design data about building fabric, energy performance certificate, description of monitoring strategy) - Calculated and actual energy performance data - Costs of the implemented activities (total investment costs, eligible costs and investment grants from CONCERTO) 	<ul style="list-style-type: none"> - Location and assignment to a single building or a district energy system - Design data - Calculated and actual energy performance data - Costs of the implemented activities (total investment costs, eligible costs and investment grants from CONCERTO)

TMD technical specifications

- The TMD is a web-accessible application based on a MySQL-database, written in PHP and Javascript with extensive use of AJAX.
 - CSV files are used as additional input method for configuration of specific parameters:
 - definition of input fields (field type, data format, caption, unit, visibility, access rights, comments)
- Specifications_TMD_100128 2 / 2
- definition of relationships between different data types
 - Following actions require additional programming effort and a database programming expertise (configuration with CSV files is not possible):
 - definition of new functions
 - definition of interface procedures with other data management systems
 - Image files (e.g. for charts and reports generated automatically) are produced dynamically. There are data export possibilities as CSV and XML in order to generate entire data sets for customised post-processing with other tools.

SYNTHETIC OVERVIEW ON DATA COLLECTED IN THE TECHNICAL MONITORING DATABASE (TMD)

TAB “CONSUMPTION”: BUILDINGS

BUILDING

name [TEXT]

STATUS

open questions [TEXT]
demonstration activity completed [y/n]

PARAMETER

general information

building type [detached one-family house / semi-detached one-family house / apartment building / office building / school / home for students, young workers or old people / other]
[new / refurbishment]

this building type is a demonstration building [y/n]
this building type is not a dem. Building [y/n]
this building type corr. to one single building [y/n]
this building type corr. to many single buildings [y/n]
numbers of buildings covered by this type [-]
occupancy [-]
gross floor area [m²]
heated floor area [m²]
floor area according to local definition [m²]
heated volume [m³]
cooled floor area [m²]
short description [TEXT]
address of building [TEXT]

construction period (for refurbished buildings) [before 1914 / 1920 – 1940 / 1945 – 1960 / 1960 – 1970 / 1970 – 1980 / 1980 – 1990 / 1990 – 2000]

construction year [-]
data about building fabric value/actual value] for new buildings: [reference

for existing buildings: [before refurbishment/after refurbishment]

façade/external wall average u-value [W/m².K]
roof

average u-value [W/m².K]
ground floor

average u-value [W/m².K]
glazing

average u-value [W/m².K]
windows

average u-value [W/m².K]
glazing

average g-value [-]
external shading device

shading factor calculated [y/n]
shading factor not calculated [y/n]

infiltration
blower door test realised [y/n]

n50-air change rate [air changes/hr]
blower door test not realised [y/n]

ventilation
average mechanical ventilation rate [air changes/hr]

mechanical ventilation with heat recovery [y/n]

energy performance certificate

name of certificate [TEXT]

main indicator used in certificate [heating energy needs / primary energy use for heating (total primary energy use)]

threshold value according to certificate [TEXT]

unit for indicator [TEXT]

value of indicator [TEXT]

additional information regarding the certificate [TEXT]

upload certificate

download

monitoring strategy

the energy use is metered in detail [y/n]

only delivered energy figures [y/n]

general comments [TEXT]

ENERGY PERFORMANCE

electricity

metering period [TEXT]

electricity delivered to the building for [space heating (direct) / dhw / space heating + dhw / cooling + dehumidification / ventilation + humidification / hvac total / lighting / cooking / domestic appliances / office appliances]

electricity use of reference building	[kWh/m ² .yr]
calculated electricity use before refurbishment	[kWh/m ² .yr]
calculated electricity use of concerto building	[kWh/m ² .yr]
there is no measure aiming at reducing el. use	[y/n]
there are measures aiming at reducing el. use	[substitution of direct electrical heating (reference heating system / use of low-energy appliances / use of a building automation system aiming at reducing electricity use / use of user feedback systems / use of soft awareness measures)]
metered electricity use	[kWh]
metered electricity use before refurbishment	[kWh]
additional note on met of delivered electricity	[TEXT]
heating	
metering period	[TEXT]
<i>heating energy needs</i>	
calculated heating energy needs before ref.	[kWh/m ² .yr]
heating energy needs of reference building	[kWh/m ² .yr]
calculated heating energy needs of con. build.	[kWh/m ² .yr]
<i>heating energy carrier</i>	
heating energy carrier before refurbishment / only res]	[oil / gas / district heating / electricity]
heating energy carrier of reference building / only res]	[oil / gas / district heating / electricity]
heating energy carrier of concerto building	[oil / gas / district heating / electricity / only res]
<i>heating energy use</i>	
calculated energy use for heating before ref.	[kWh/m ² .yr]
metered energy use for heating before ref.	[kWh]
energy use for heating of reference building	[kWh/m ² .yr]
calculated energy use for heating of con. buil.	[kWh/m ² .yr]
there is no measure aiming at red. heat en. use	[y/n]
there are measures aiming at red. heat en. use	[thermal insulation of outside walls / thermal insulation of roof or upper slab / thermal insulation of basement / replacement of windows / special treatment of thermal bridges / improvement of air tightness / ventilation system with heat recovery / reduction of distribution losses / use of a building automation system aiming at reducing heating energy use / use of user feedback systems / use of soft awareness measures]
metered energy use for heating after ref.	[kWh]
there are gen. systems producing RES heat	[y/n]
there is no gen. system producing RES heat	[y/n]
cooling	
no active cooling system before and after ref.	[y/n]
comments on the acceptance	[TEXT]
metering period	[TEXT]
<i>cooling energy needs</i>	
calculated cooling energy needs before ref.	[kWh/yr]
cooling energy needs of reference building	[kWh/m ² .yr]
calculated cooling energy needs of con. buil.	[kWh/m ² .yr]

<i>cooling system</i>		
cooling system before refurbishment district cooling]		[no cooling / on-site cooling system /
cooling system of reference building district cooling]		[no cooling / on-site cooling system /
cooling system after refurbishment district cooling]		[no cooling / on-site cooling system /
<i>cooling energy use</i>		
calculated cooling energy use before ref.		[kWh/m ² .yr]
metered cooling energy use before ref.		[kWh]
calculated cooling energy use of ref. building		[kWh/m ² .yr]
the ref. include the inst. of a new cooling syst.		[y/n]
the existing cooling system is not replaced [y/n]		
calculated cooling energy use of con. build.		[kWh/m ² .yr]
metered cooling energy use after refurbishment		[kWh]
local generation system producing cooling en.		[TEXT]
COSTS		
investment costs		[EUR]
total eligible costs		[EUR]
investment grants from concerto		[EUR]

TAB “GENERATION”: ELECTRICITY / HEATING / COOLING / CHP

electricity	[large scale PV / small scale PV / wind turbine / hydro power plant]
heating	[biomass heating plant / large scale solar thermal / small scale solar thermal / individual biomass boiler / individual gas boiler]
cooling	[chiller]
CHP	[CHP]
Micro-CHP	[micro-CHP]

All forms are structured on the same way (energy input/output, expected (design) and metered data). The only difference concerns technology specific parameters. Here the example of PV plants is given.

PV LARGE SCALE

name [TEXT]

STATUS

open questions [TEXT]
demonstration activity completed [y/n]

Location of PV plant

plant situated on a building [y/n] [SELECT]
free standing plant [y/n]

General parameters

installed surface [m²]

installed kWp	[kWp]	
integration of PV modules	[flat roof / sloped roofs / Isoped roof (integrated) / façade / façade (integrated)]	
type of PV modules	[monocrystalline / polycrystalline]	
tracking system	[y/n]	
azimuth angle of PV modules	[°]	
tilt angle of PV modules	[°]	
product name and manufacturer	[TEXT]	
efficiency (from manufacturer)	[%]	
metering device for inc. sol. rad. on PV modules	[no metering device / pyranometer / reference cell]	

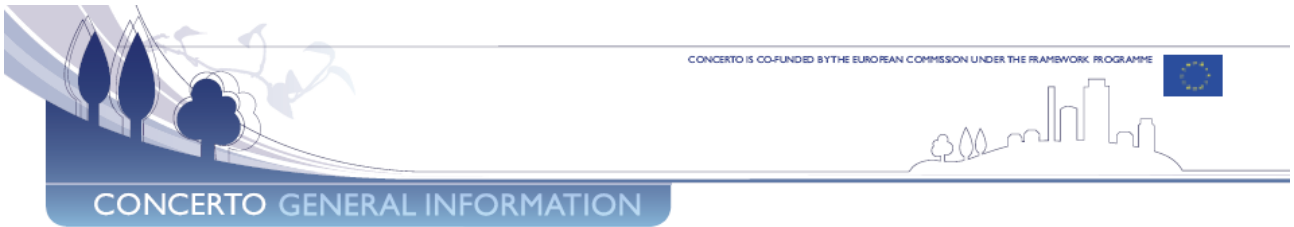
Energy performance

metering period	[TEXT]	
expected global solar radiation on hor. surface		[kWh/m ² .yr]
metered global solar radiation on hor. surface		[kWh/m ²]
expected global solar radiation on PV module		[kWh/m ² .yr]
metered global solar radiation on PV module		[kWh/m ²]
expected electricity production from PV	[MWh/yr]	
metered electricity production from PV	[MWh/yr]	

Costs

investment costs	[EUR]	
total eligible costs	[EUR]	
investment grants from concerto		[EUR]

ANNEX 6 – C) :Associated Communities CONCERTO I, II and III

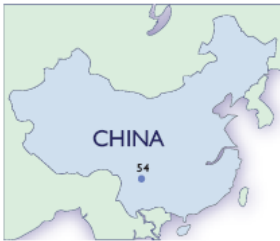


MAP OF ASSOCIATED CONCERTO COMMUNITIES

INDEX OF CONCERTO PROJECTS

- Act2 ■
- Class I ■
- CONCERTO Al Piano ■
- Crrescendo ■
- Eco-city ■
- Ecostiller ■
- Energy in minds! ■
- Green Solarcities ■
- Holistic ■
- Polycity ■
- Renaissance ■
- Reming-Lowex ■
- Sems ■
- Serve ■
- Sesac ■
- Sorcer ■
- Staccato ■
- Tetra Ener ■

NON EUROPEAN CONCERTO ASSOCIATED COUNTRIES



■ CURRENT PARTICIPATING ASSOCIATED CONCERTO COUNTRIES





COUNTRY	ASSOCIATED COMMUNITY	PROJECT
1 SWEDEN 2 UNITED KINGDOM 3 POLAND	MALMÖ NEWCASTLE KOSZALIN	ACT 2 ACT 2 ACT 2
4 ESTONIA 5 FRANCE 6 ITALY 7 ROMANIA	VALGA BÈLGES BOLOGNA ODOBEȘTI	CLASS I CLASS I CLASS I CLASS I
8 PORTUGAL 9 PORTUGAL 10 PORTUGAL 11 HUNGARY	PORTO TAVIRA MOURA MOSZONMAGYARÓVÁR	CONCERTO AL PIANO CONCERTO AL PIANO CONCERTO AL PIANO CONCERTO AL PIANO
12 BULGARIA 13 ITALY 14 FRANCE	SORA MISTERBIANCO SÈNART	CRRESCENDO CRRESCENDO CRRESCENDO
15 SLOVAKIA	ŽILINA	ECO-CITY
16 ITALY 17 UNITED KINGDOM 18 SLOVENIA	VENEZIA SOUTHAMPTON DESTRNIK	ECOSTILER ECOSTILER ECOSTILER
19 SLOVENIA 20 ITALY 21 AUSTRIA 22 SWEDEN 23 ITALY 24 ITALY 25 GERMANY	GORNJI GRAD PROVINCE OF TORINO WIESELBURG VÄRNAMO COMUNITÀ MONTANA VAL PELLICE PROVINCIA DI BIELLA TRIER	ENERGY IN MINDS! ENERGY IN MINDS! ENERGY IN MINDS! ENERGY IN MINDS! ENERGY IN MINDS! ENERGY IN MINDS! ENERGY IN MINDS!
26 HUNGARY 27 NETHERLANDS 28 NETHERLANDS	SZENTENDRE EINDHOVEN MAASTRICHT	GREEN SOLAR CITIES GREEN SOLAR CITIES GREEN SOLAR CITIES
29 UNITED KINGDOM 30 GERMANY 31 ITALY	NEWRY AND MOURNE DISTRICT COUNCIL AACHEN ITALIAN MINISTRY OF THE ENVIRONMENT AND LAND AND SEA	HOLISTIC HOLISTIC HOLISTIC
32 ITALY 33 SWITZERLAND 34 ROMANIA 35 GERMANY 36 GERMANY 37 POLAND 38 FRANCE 39 GERMANY 40 AUSTRIA 41 PORTUGAL 42 GERMANY 43 GERMANY 44 GERMANY 45 BULGARIA 46 POLAND 47 POLAND 48 BELARUS	ALBA BASEL BUCUREȘTI GÖPPINGEN KONSTANZ OPOLE PERPIGNAN REGION HEGAU WIEN LISBOA ALBSTADT STUTTGART LUDWIGSBURG UBBSLA – UNION OF BULGARIAN BLACK SEA LOCAL AUTHORITIES GNIEV GNIEZNO SOSNY/MINSK	POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY POLYCITY
49 POLAND 50 BULGARIA	CZELADZ BURGAS	REMINING-LOWEX REMINING-LOWEX
51 ITALY	REGION OF LOMBARDIA	RENAISSANCE
52 SLOVENIA 53 LITHUANIA 54 CHINA	GORNJI GRAD CITY OF ELEKTRENAI NINGNAN COUNTY	SEMS SEMS SEMS
55 SPAIN	AYUNTAMIENTO DE BL FRANCO	SERVE
56 LITHUANIA 57 HUNGARY 58 ESTONIA	KAUNAS MISKOLC VASTSELIINA	SESAC SESAC SESAC
59 POLAND 60 ROMANIA 61 BULGARIA 62 ROMANIA 63 ROMANIA	SKOROSZYCE SIBIU PLOVDIV TIMISOARA TALMACIU	SORCER SORCER SORCER SORCER SORCER
64 NETHERLANDS 65 POLAND 66 HUNGARY	MUNICIPALITY OF NIEUWEGEIN MUNICIPALITY OF RULAWY EHOSZ ASSOCIATION OF ENERGY EFFICIENT MUNICIPALITIES IN HUNGARY	STACCATO STACCATO STACCATO
67 GERMANY	FRANKFURT	TETRAENER

CONCERTO III batch: 6 associated communities

Project Acronym	Associated Community 1	Associated Community 2	Associated Community 3	Associated Community 4
SOLUTION	Preddvor (SI)			
PIME'S				
ECO-Life	Palanga (LT)			
GEOCOM	Mszczonow (PL)	Oras Sacueni (RO)	Subotica (RS)	Kocani (MK)