

TENDER SPECIFICATIONS
ATTACHEMENT TO THE INVITATION TO TENDER

Invitation to tender No. ENER/A2/360-2010 concerning

**A FRAMEWORK CONTRACT FOR
IMPACT ASSESSMENTS AND EVALUATIONS (ex-ante, intermediate and ex-post)**

Open procedure

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I.SPECIFICATIONS

I.1.INTRODUCTION

The Directorate-General Energy of the European Commission and, in particular, the Unit responsible of impact assessments and evaluations, seeks external expertise to assist in carrying out impact assessments and ex-ante evaluations for the design and preparation of Union policy initiatives and legislative proposals, and intermediate and ex-post evaluations of Union policies, regulatory measures and programmes in the field of **energy**.

The «**Multiple Framework Contract with reopening of competition**» will be concluded with a maximum of 8 of the best ranked tenderers.

«Multiple Framework Contract with reopening of competition» means a situation whereby separate but identical framework contracts are concluded between the Commission and the selected tenderers, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during their period of validity and govern commercial relations between the Commission and the contractors. The award procedure for the framework contract is described in chapter IV of these Tender Specifications.

Following the conclusion of the framework contracts, the Commission may invite the selected contractors to submit a bid for a specific assignment. For each assignment a specific contract will be concluded, following the evaluation of the respective bids. More information about the **Specific Contracts** for carrying out an assignment can be found in chapter II.4 and the award procedure is described in chapter IV.4.

The duration of the Framework Contract is one year from the date on which the contract is signed. The Framework Contract may be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the one-year period.

The communication language between the Commission and the awarded contractors is English; therefore, tenderers must give evidence in their bids that they master English as communication language.

I.2.PURPOSE OF THE CONTRACT

The purpose of the multiple Framework Contract is to provide the Directorate-General with highly qualified external expertise to ensure objectivity and high-level technical services to support the Directorate-General in the design and preparation of Union policy initiatives and legislative proposals and intermediate and ex-post evaluations of Union policies and programmes in the field of energy. The required services are of intellectual nature in the areas of impact assessments and evaluations.

Assignments under this Framework Contract will be implemented by Specific Contracts (see Annex 5: 'Annex III').

I.3.BACKGROUND

Impact assessments and ex-ante evaluations

Within the framework of the Better Regulation package (COM(2002)275 final, COM(2002)278 final and COM(2005)97 final), the Commission has taken several concrete actions to improve the way it designs policy.

One of these is **impact assessment**, for which the Commission has recently updated the specific guidelines¹, integrating and replacing previous single-sector type approaches. Impact assessment is a process aimed at structuring and supporting the development of policies, which requires considering the economic, social and environmental impacts of new proposals as well as their administrative costs.

In order to improve decision-making, the Commission shall also undertake **ex-ante evaluations** on all policies and programmes which entail significant spending.²

The results of the impact assessments and the ex-ante evaluations are fed into reports which the Commission has to submit to the European Parliament, the Council, the European Economic and Social Council, the Committee of the Regions and the public. For this reason, a maximum of professionalism and stringency in the analytical process is required in carrying out these tasks.

Intermediate and ex-post evaluations

Evaluation is the main tool used by the Commission to assess the extent to which EU interventions reach the set policy objectives and how their performance can be improved in the future. Well-conducted evaluations can help improving the relevance, effectiveness and cost-effectiveness of public interventions and evaluation can increase the transparency and accountability concerning EU expenditure.

Evaluations are carried out in application of Council Regulation (EC, Euratom) No 1605/2002, Art. 27 « Principle of sound management », and of Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002, Art. 21 « Evaluation » and 22 « Financial Statements ».

Evaluations are carried out also in order to assess ex post the impact of regulatory measures.

Most of specific Regulations regarding parts of policies, piece of legislation or multi-annual programmes managed by the Directorate-General Energy require intermediate and/or ex-post evaluations.

The results of the intermediate and ex-post evaluations are fed into reports which the Commission has to submit to the European Parliament, the Council, the European Economic and Social Council, the Committee of the Regions and to the public. For this reason, a maximum of professionalism and stringency in the analytical process is required in carrying out these tasks.

The Commission has also developed some guidelines for carrying out evaluations. They are available on the following website:

http://ec.europa.eu/dgs/secretariat_general/evaluation/docs/eval_activities_en.pdf

¹ SEC(2009)92, 15.01.2009, http://ec.europa.eu/governance/impact/commission_guidelines/docs/iag_2009_en.pdf

² Financial Regulation applicable to the general budget of the European Communities, Council Regulation (EC, Euratom) N° 1605/2002 of 25.06.2002 (O.J. L 390, 30/12/2002), Article 27 (4); and the Implementing Rules, Commission Regulation (EC, Euratom) N° 2342/2002 of 23.12.2002 (O.J. L 357, 31/12/2002, p.1), Article 21 (1).

I.4. DESCRIPTION OF SERVICES

The services to be provided are related to impact assessments and evaluations.

I.4.1. *Impact Assessment and Ex-ante Evaluations*

Services are required to inform policy-makers with an objective and unbiased judgement of the likely impacts of different policy options. The services have to be carried out according to the procedural requirements stated in the paragraph I.3, adaptations thereto in the course of the contract and any further guidance given by the Commission.

Assignments under this Framework Contract can be:

1. **short (about 2-4 months)** for carrying out instrumental studies to support impact assessments or ex-ante evaluations;
2. **medium (about 6-7 months)** for carrying out complex impact assessments, or ex-ante evaluation of policies and programmes with a Union budget of less than 100 Mio EUR;
3. **long (about 9-10 months)** for carrying out complex impact assessments or ex-ante evaluations of policies and programme of small policies and programmes with a Union budget of more than 100 Mio EUR;

Impact assessments:

The purpose of the impact assessment process is to assess, in a systematic and organised way, possible policy options for public interventions and their likely economic, social and environmental impacts. It is an integral part of the Commission's policy design process and allows politicians to take their decisions in the light of the best available evidence. Impact assessment is thus an aid to decision making, not a substitute for political judgement.

The services might entail one, several or all analytical steps as outlined in the following, indicating the main tasks hereunder:

- Problem definition: delineation of the extent of the problem identifying the key players, stakeholders and affected public; establishing the causes and basis of the EU's right to act.
- Objectives: set objectives at several levels that correspond to the problem and its root causes; elaboration of the intervention logic; ensuring consistency with other EU policies and strategies.
- Policy options: identification of policy options and most appropriate delivery mechanisms; measuring against criteria of effectiveness, efficiency and consistency.
- Consultation of interested party: establishment and implementation of a consultation plan covering the policy-making process; determining the objective of the consultation(s), relevant target groups; appropriate consultation tool(s); consultation time(s) and consultation document(s). The consultation(s) must be carried out according to the Commission's general principles and minimum standards for consultation.³

³ COM(2002) 704, of 11 December 2002

- Analysis of impacts: identification and qualitative and quantitative analysis of the most significant economic, social and environmental impacts; considering the risks and uncertainties in the policy choices including obstacles to compliance and administrative costs.
- Comparison of policy options: weigh-up positive and negative impacts and present in a clear and accessible manner aggregated and disaggregated results, presentation of comparisons between options by area.
- Monitoring and evaluation: identification of core progress indicators for key objectives; outline of possible monitoring and evaluation arrangements for policy proposals.

Ex-ante evaluations:

The contents of ex-ante evaluations are similar to the IA requirements and then the Impact Assessment guidelines apply. In addition, a cost-benefit (or cost-effectiveness) analysis needs to be carried out for the various options reviewed. Services shall be accomplished according to the requirements and the standards of the Commission in the evaluation field.⁴

A detailed rationale for each impact assessment or evaluation will be specified when the Commission make an invitation to submit offers for carrying out an impact assessment or an ex ante evaluation under this framework contract.

1.4.2. Intermediate and ex-post evaluations

Services to be provided will evaluate the results of a policy, a regulatory measure or programme during its implementation and after its completion. The required tasks are related to the analysis of the outputs and the impacts in order to judge about effectiveness, efficiency, utility and sustainability of Union intervention in the field of energy. Services shall be accomplished according to the requirements and the standards of the Commission in the evaluation field.

Assignments under this Framework Contract can be:

4. **short (about 2-4 months)** for carrying out intermediate and ex post evaluations of policies and programmes with a Union budget of less than 50 Mio EUR;
5. **medium (about 6-7 months)** for carrying out intermediate and ex post evaluations of policies and programmes with a Union budget of less than 200 Mio EUR;
6. **long (about 9-10 months)** for carrying out intermediate and ex ante evaluations of policies and programme with a Union budget of more that 200 Mio EUR);

Intermediate evaluations may be conducted towards the middle of the policy/regulatory measure/programme cycle to check that the intervention remains relevant to the needs it was supposed to address and that its implementation is proceeding as planned. The intermediate evaluations also examines the initial effects of a policy/regulatory measure/programme and provide the opportunity to verify that the monitoring and evaluation systems are functioning as planned; they may also propose re-adjustments to the policy/regulatory measure/programme where needed.

⁴ http://ec.europa.eu/dgs/secretariat_general/evaluation/documents_en.htm

An ex-post evaluation could be performed after the policy or other regulatory measure is implemented or the programme has finished in order making an overall assessment of an intervention, in particular by analysing the effects so far achieved and examining its efficiency. It strives to understand the factors of success or failure, as well as the sustainability of results and impacts. It also tries to draw conclusions that could be generalised to other interventions. Ex-post evaluations also assess net effects, results and longer-term impacts of policies/programmes.

Evaluations normally reply to the following key questions:

Relevance: To what extent are the objectives of a public intervention (policy, regulatory measure, and programme) appropriate regarding the needs perceived and the problems the intervention is meant to solve?

Effectiveness: What effects (impacts) have been obtained by the intervention and, in particular, have these effects contributed to the achievement of the objectives of the intervention?

Efficiency: (cost-effectiveness) How economically have the various inputs been converted into outputs and results? Were the (expected) effects obtained at a reasonable cost?

Utility: Do the impacts achieved by an intervention correspond to the needs identified and the problems to be solved?

Sustainability: Will the effects achieved last in the medium or long term?

II. TERMS OF THE FRAMEWORK CONTRACT

In drawing up his offer, the tenderer should bear in mind the provisions of the draft framework contract attached to this invitation to tender (Annex 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.

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

II.1. ESTIMATE OF THE AMOUNT OF WORK INVOLVED

The indicative maximum amount is EUR 4.000.000 (up to 4 years). Specific Contracts will not be signed once the budget is exhausted.

All reimbursable expenses are included in this maximum amount.

II.2. DURATION OF THE CONTRACT

The framework contract will be concluded for a period of one year from when it is signed, and may be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other

before expiry of the one-year period. The total duration of a framework contract will not exceed 4 years from when it is first signed.

II.3. 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 (all of them) and award criteria.

II.4. SPECIFIC CONTRACTS UNDER THIS FRAMEWORK CONTRACT

Each time the Commission will ask for impact assessment or evaluation services, an invitation to submit an offer will be sent to all contractors.

All contractors concerned will be invited to submit an offer for the services described in the invitation.

Within 5 working days, the contractors shall express in writing, by post or e-mail, their availability to carry out the services required. In case of absence of this communication, the bid sent on time but arrived after the Evaluation Committee will be excluded.

Within 15 working days after the date of sending the request for services, the contractors will provide the Commission with a written offer for the tasks required.

The Commission services may allow a longer period for the submission of the offers in the request for services.

The offer shall detail the methodology, the deliveries, the composition of the team, the duration of work and the total price on the basis of the «person-day» price as agreed in the Framework Contract.

The offers received will be evaluated according to the Commission's standard procedures for calls for tender and the bidders will be ranked on the basis of the best ratio quality/price (see point IV.4). A specific contract will be then signed with the best ranked bidder.

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

The contractors shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract (see Annex 5: Article II.3.1. of the draft contract). They must declare in the offer their contractual relations during the last five years with any stakeholders and/or companies directly involved in the programmes, projects and legislative activities, conducted or subcontracted by the Directorate-General Energy or former Directorate-General Energy and Transport to be evaluated under this Framework Contract. During the validity period of this Framework

Contract, tenderers must declare any changes in their situation regarding the contractual relations referred to in this paragraph.

Tenderers undertake to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the assignments and they shall continue to be bound by this undertaking after completion of the tasks (see Annex 5: Article II.9.1).

The attention of the tenderers is drawn on Article I.10.1, on Penalties in **the event of inadequate quality of work or delays.**

In the event of rejection on grounds of the quality of the deliverables (inception, intermediate, draft final or final report) after presentation for the second time, the Commission may terminate the Specific Contract by a written notification.

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

II.4.1. Reports and documents to be submitted

For Specific Contracts under this Framework Contract the contractor is requested to present:

- 1) An inception report;
- 2) A progress report (including an executive summary) produced and disclosed at least every two months (when applicable, as specified in the Specific Contracts);
- 3) A draft final report (including an executive summary) one month before the contractual end of the task (different timing might be agreed in the Specific Contracts);
- 4) A final report (including an executive summary) in accordance with the format established by Commission rules.

For the four steps, each report should be delivered in an electronic version in MS Word format or Excel format (if figures). Additionally, the final report shall be delivered in hard copy version. The number of hard copies of the final report to be delivered will be defined in the Specific Contract. It shall not exceed 10. Each Specific Contract may establish other reports to be delivered. The reports are addressed to policy-makers as an aid to decision-making. They have to be drafted in a proper literate manner and must be fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.), using simple and non-technical language for a non-specialised audience. Technical explanations shall be given in annexes.

The draft final report and the final report shall be produced in two specific samples, a “written sample” and a “presentation sample”. The “written sample” is defined as the reference version of the final report, containing all exhaustive qualitative and quantitative information about the evaluation/impact assessment. Its aim is to provide an in-depth comprehension of each assignment. The “presentation sample” is defined as the supportive version of the final report, containing all relevant information describing the evaluation/impact assessment. Its aim is to provide a visual summary of the evaluation/impact assessment.

a) “Written sample”

The “written sample” shall be drafted in text format. The text will have to be written in English. Services for impact assessments have to be written according to the reporting format of the Commission Impact Assessment guidelines in force, the format of ex-ante evaluations have to cover also the requirements of Art. 21 of the Implementing rules to the Financial

Regulation (Regulation (EC, Euratom) N° 2342/2002 of 23.12.2002), in force at the time of the assignment, in respect of the principle of proportionality.

In addition, the “written sample” of the final report shall include the format and content as suggested below:

Title page:

- title and nature of evaluation/impact assessment
- title of policy/regulatory measure/programme/activity, generation, duration
- identification of author, date of submission, commissioning service
- disclaimer

Table of contents:

- main headings and sub-headings
- index of tables of figures and graphs

Annexes:

- terms of reference
- references and sources
- financial overview of the programme/project (if relevant)
- list of stakeholders interviewed
- transcripts of interviews
- glossary of terms
- additional tables (if applicable)

for Evaluations additionally:

Executive Summary (not more than 5 pages)

- summary of findings
- summary of conclusions
- summary of recommendations

Introduction:

- Description of the programme in terms of needs, objectives, delivery systems etc.
- context in which the programme operates
- means
- purpose of the evaluation in terms of scope and main evaluation questions
- evaluation criteria
- description of other similar studies which have been done

Methodology:

- design
- implementation and collection of data
- analysis of data

Evaluation results:

- analytical findings
- analytical conclusions
- analytical recommendations

b) “Presentation sample”:

The format shall be based on a slides presentation and the content shall be informative enough to offer to any audience an overview of the impact assessment/evaluation work carried out and the main results of the analysis.

Schedule for feedback concerning the reports:

The reports (inception, intermediate, draft final and final) shall be sent to the Commission by the date fixed in the Specific Contract. The Commission should be informed of any delay in meeting this deadline. The Commission will have four weeks to make comments and to suggest any amendments to the draft final report.

On receipt of the Commission's comments, the Contractor will revise the report and the amended version will be sent to the Commission within two weeks.

If the report is not approved by the Commission, after the first revision by the Contractor, the Commission reserves the right to terminate the Specific Contract and to ask the Contractor to pay back any pre-financing received.

The final report must be delivered before the end date specified in the Specific Contract.

The copyright of the services undertaken under this multiple Framework Contract will reside with the Commission (see Annex 5: Article II.8).

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

The Commission may decide to publish the final reports.

II.5. SUBCONTRACTING

Contractors must state in their offers what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors. Subcontractors that are legal persons must produce a document containing a list of the professional qualifications of its staff. Tenderers may not choose subcontractors other than those mentioned in the bids unless they obtain the prior written authorisation of the Commission. The overall responsibility for the work remains with the tenderer.

Contractors 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 (Annex 5) of the above-mentioned contract shall govern the subcontracting.

II.6. TERMS OF PAYMENT

Payments shall be made in accordance with the provisions specified in Annex 5, the draft Framework Contract, attached to this invitation to tender. Payments shall be executed only if the Contractor has fulfilled all his/her contractual obligations by the date on which the invoice is submitted.

For Specific Contracts **less than €25 000** no pre-financing payment will be made.

For Specific Contract of **€25 000 or above** the Contractor may request a pre-financing of 30% of the total price of the service.

II.7. 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.8. PENALTIES

In the event of failure to provide the services within the deadline set in the Specific Contract OR if not provided in due quality or form, penalties will be applied as stipulated in the draft Framework Contract, Article I.10.1 (Annex 5).

II.9. SUSPENSION OF SERVICES

If a Contractor completes work more than ten working days later than stipulated in the Specific Contract or is found to have executed an a Specific Contract inadequately, the Commission reserves the right to suspend the Framework Contract in accordance with Article II.19 and shall exclude the Contractor from participation in up to three following competitions for an award of a Specific Contract under the Framework Contract (Annex 5: Article I.10.2).

III. FORM AND CONTENT OF THE TENDER

III.1. GENERAL

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

In order to speed up the selection process a summary in English would be preferred.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). Tenderers will be judged on the content of their written bids.

Tenderers must state their commitment to use economic models used by the Commission where feasible and appropriate.

Tenders must be signed by a duly authorised person.

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 (see 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 the 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 (see 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 (see 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 high importance in the assessment of the bids in the award procedure for the Framework Contract.

- The award criteria as set out in chapter IV.3 define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to address problems raised in the specifications.
- Tenderers must present in their bids a proposal on the general methodology and the organisation of the work they will apply to the possible tasks under the Specific Contracts. The level of detail of the tender will be important for the evaluation of the tender.
- In particular, tenderers must prove in the technical proposal that they have adequate analytical capability and experience in economics and econometrics to create models to be able to make forecasts of the impacts of different policy options. For this reason it is recommended to associate academia in order to satisfactorily respond to all the specific requests for services.
- In order to prove their experience, a **certificate of satisfactory execution** of works carried out in the past is required.
- The technical proposal must provide all information needed for the purpose of awarding the Framework 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.
- 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.
- Tenderers shall specify **one single price per person-day** whatever the type of service and qualification is requested. The price per person-day shall be valid for any services offered under a Specific Contract. This price must be a flat rate and include all administrative costs, with the exception of travel expenses which will be reimbursed, where appropriate, in accordance with the special provisions of Annex IV of the Framework Contract.
- **Prices per person-day** shall be fixed and not subject to revision during the whole duration of the Framework Contract and any extension.

III.2.4. Validity of bids

Tenderers must be prepared to maintain their bids for six months from the final date for the submission of bids.

Requests for further information do not affect the deadline for submitting bids.

III.2.5. Opening of bids

Bids will be opened in public on 21 June 2010 at 10.00 a.m., in the mail/archives service, 28 Rue De Mot (ground floor, meeting room 00/31), 1040-Brussels.

One representative of each tenderer may attend the official opening.

IV. ASSESSMENT AND AWARD PROCEDURE FOR THE FRAMEWORK CONTRACT AND THE SPECIFIC CONTRACTS

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

IV.1. EXCLUSION CRITERIA (EXCLUSION OF TENDERERS) FOR THE FRAMEWORK CONTRACT

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

- 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 Regulation⁵ for being guilty of misrepresentation in supplying the

⁵ 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.

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.

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 honor, 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 honor. 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.

The Commission reserves the right, however, 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 Energy 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.⁶

IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS) FOR THE FRAMEWORK CONTRACT

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 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/subcontractors, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender.

IV.2.2. Technical and professional capacity – References required

The applicant must provide evidence of employing directly or being readily capable of constituting a team of experts capable of carrying out in a professional and timely manner the tasks requested under the Framework Contract.

The Tenderers' technical competence will be determined as follows:

In view of the specific nature of the contract, bids must take into account the fact that, as a general rule, the services requested are likely to take place in the 27 Member States, in the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), in the EU Candidate Countries (Croatia, Former Yugoslav Republic of Macedonia, Turkey) and in any other country where energy issues are likely to be of Union interest.

Tenderers must therefore demonstrate their ability to mobilise, at any time, a team which can cover all official languages of the European Union. They must also demonstrate their ability to manage and coordinate this team.

The team must have the following qualifications:

- well balanced composition of relevant economic and technical education (university, post-graduate level);

⁶ 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.

- well proven professional experience in Union policies relating to energy, research in the field of energy, economics, energy infrastructures, environment, sustainable development and social aspects;
- well proven professional experience in the specific fields of evaluations and impact assessment analysis;
- well proven knowledge of economic and quantitative analysis, modelling, elaboration of questionnaires, surveying techniques and capabilities to use state-of-the-art information technologies
- excellent communication and drafting skills in English;

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

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

Moreover a certificate of satisfactory execution signed by the clients is requested in order to prove good performance in carrying out works in the past.

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.

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 FOR THE FRAMEWORK CONTRACT

The Framework Contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender (quality/price ratio).

- a) The technical evaluation, weighted **100 points**, will be distributed between three sub-criteria as follows:
1. Relevance of methodology: **50 points**. Tenderers must prove by three examples, one for each kind of study (impact assessment, ex-ante evaluation and mid-term/ex-post evaluation), that they have a suitable approach (methodology) and adequate knowledge to manage any kind of analysis required under this Framework Contract. Methodologies shall respect the Commission's impact assessment and evaluation requirements.
 2. Ability to use analytical tools: **40 points**. Tenderers must state how they intend to perform impact assessments, evaluations and related studies which may be entrusted to them. Tenderers must explain how they intend to analyse and evaluate/assess a choice of policy options (or policies and programmes in regard evaluations) according

to defined objectives. The knowledge of economic modelling, surveying techniques, cost-benefit analysis techniques and other quantitative analysis tools, including indicators and quantitative tools for impact assessments⁷ is essential.

3. Completeness, clarity and presentation of the tender: 10 points.

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.

b) Price: to be quoted in euros, in **person-day** (see paragraph *III.2.3*).

The bids which are eligible on technical ground will be ranked according to a quality/price ratio.

The Framework Contracts will be awarded to the best ranked offers.

The number of awarded tenderers shall be maximum eight.

If only one eligible bid is received, the tender procedure will be cancelled.

Framework Contracts will not be awarded to tenderers who, during the procurement procedure are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

IV.4. AWARD OF SPECIFIC CONTRACTS

Once the Framework Contracts have been signed with the best ranked tenderers, the Commission, when the need arises, may send an invitation to submit offers for carrying out an individual impact assessment or evaluation. The Commission will select a contractor for a specific assignment on the basis of the submitted offers.

Offers must contain:

- a. a technical part, detailing the methodology, the composition and skills of the team and the responsible team leader for the specific assignment;
- b. A financial part, detailing the number of person-day to be multiplied by the person-day price as defined in the Framework Contract, and the maximum budget for reimbursable expenses, which will be reimbursed on the basis of the provisions defined in Annex 5 (Article II.7).

The Specific Contract will be awarded according to the criteria given below, on the basis of the most economically advantageous tender (quality/price ratio).

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.

⁷ <http://iqtools.jrc.es/bin/view/IQTool/WebHome.html>

a) **Technical award criteria** in their order of importance as weighted by percentage

N°	Award Criteria	Weighting
1	Understanding This criterion serves to assess whether the tenderers have Fully understood all the aspects of what is required under the contract, as presented under point 1 and the following of these tender specifications.	40
2	Methodology The offers shall provide the necessary methodology for achievement of objectives, contents and conclusions as required by the call for tenders, in conformity with the Needs of DG Energy.	30
3	Project management and resources This criterion relates to the quality of project planning and organisation of the team to cope with and fulfil the obligations of the contract in the timing required for the Completion of the project.	20
4	Completeness, clarity and presentation of the tender	10
Total number of points		100

b) **Price:** Total price for fees (*number of days x person-day price fixed in the Framework Contract*). Reimbursable are excluded from the calculation of the ratio.

The Specific Contract will be awarded to the tender who offers the best quality/price ratio.

Specific Contracts will not be awarded to contractors who, during the procurement procedure:

- (a) Are subject to a conflict of interest;
- (b) Are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

In order to ensure an independent evaluation and absence of conflict of interest, the Commission may, after giving the tenderer an opportunity to express its views, decide not to award a **Specific Contract** to carry out the interim and/or the ex-post evaluation to the same contractor who has carried out the ex-ante and/or the interim evaluation for the same Union policy or programme.

IV.5. INFORMATION FOR TENDERS

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

If a written request is received, 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. CHANGES IN THE TEAM

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

VI. ANNEXES

Annex 1: Identification of the Tenderer

Annex 2: Financial Identification

Annex 3: Legal Entity Form

Annex 4: Declaration by the Tenderer (relating to the exclusion criteria)

Annex 5: Draft Framework Service Contract (with Annex I, II, III and IV to the Framework Contract and Appendix A, B, C and D to the model of Specific Contract)

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 ENER/A2/360-2010

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ⁸	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	

⁸ For natural persons

Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation⁹ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

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

ANNEX 2

Financial Identification form

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

The tenderer's attention is drawn to the fact that this document is a model and that a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/info_contract/ftiers_en.htm#en_es_fr

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 Regulation¹⁰, 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.

Done at on.....
Name
Title
Signature:

¹⁰ 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.

ANNEX 5



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY
DIRECTORATE A - General Policy
The Director

DRAFT FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – ENER/A2/360-2010

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Ms Anne Houtman, Director in the Directorate-General for Energy,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

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

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

Annex III – Specific Contract

Annexe IV - Daily allowances

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

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the 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.8 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is the provision to the Commission of services consisting in carrying out **evaluations (ex-ante, interim and ex-post) and impact assessments**. It is in the form of a multiple framework contract “with reopened competition”, whereby separate but identical contracts are concluded between the Commission and a maximum of eight service providers with a view to ask all the contractors to submit a bid for the specific assignments to be carried out when needed.
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through Specific Contracts is binding on the Commission.
- I.1.3** Once the Contract has been signed, the Commission may invite the Contractors to participate in a tender, the awarded Contractor shall execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission. The Contractor is selected as one of eight contractors for a multiple framework contract with reopened competition.

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the Specific Contract enters into force.
- I.2.3.** This Contract is concluded for a period of one year with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

The Specific Contracts shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such Specific Contracts after its expiry, but the period of execution of the tasks may be extended only with the express written agreement of the parties before the tasks have been completed.

- I.2.4.** The Contract shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 –PRICES

I.3.1. The price of the work, whatever its nature, must be calculated on the basis of a fee of EUR XXXX per person-day.

The maximum budget of the services to be paid by the Commission under this Contract shall be EUR 4.000.000 covering all tasks executed, including reimbursement of travel and subsistence expenses.

I.3.2. Prices shall be expressed in EUR.

I.3.3. Prices shall be fixed and not subject to revision for implementation during the whole duration of the Contract and any extension.

I.3.4. In addition to the total amount specified in each order or specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications, up to a maximum amount **determined in each specific contract**. The daily subsistence allowance referred to in Article II.7.4 (d) shall be determined in accordance with Annex IV. In addition, accommodation shall be reimbursed in accordance with Art.II.7.1 up to the maximum amounts specified in Annex IV.

ARTICLE I.4 - IMPLEMENTATION OF THE CONTRACT

Once the Contracts have been signed, the Commission, when the need arises, may send an invitation to submit offers for carrying out an impact assessment or evaluation.

Within 5 working days, the contractors shall express in writing, by post or e-mail, their availability to carry out the services required.

In case of absence of this communication, the bid sent on time but arrived after the Evaluation Committee will be excluded.

Within 15 working days after the date of sending the request for services, the contractors will provide the Commission with a written offer for the tasks required.

The Commission services may allow a longer period for the submission of the offers in the request for services.

This offer shall detail the methodology, the deliveries, the composition of the team, the duration of work and the total price on the basis of the «person-day» price as agreed in the Contract.

The Commission will select a contractor for a specific assignment on the basis of the submitted offers.

Offers must contain:

- a) a technical part, detailing the methodology, the composition and skills of the team, the responsible team leader;
- b) a financial part, detailing prices for fees (*number of person-day x person-day price of the Contract*) and the maximum budget for reimbursable, which will be reimbursed on the basis of the provisions defined in Annex IV (Article II.7).

The Specific Contract will be awarded according to the criteria given below, on the basis of the most economically advantageous tender (quality/price ratio).

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 award criteria in their order of importance as weighted by percentage

N°	Award Criteria	Weighting
1	Understanding This criterion serves to assess whether the tenderers have fully understood all the aspects of what is required under the Contract in line with the tender specifications.	40
2	Methodology The offers shall provide the necessary methodology for achievement of objectives, contents and conclusions as required by the call for tenders, in conformity with the needs of DG Energy.	30
3	Project management and resources This criterion relates to the quality of project planning and organisation of the team to cope with and fulfil the obligations of the contract in the timing required for the completion of the project.	20
4	Completeness, clarity and presentation of the tender	10
Total number of points		100

b) Price: **Total price for fees** (*number of days x person-day price fixed in the Contract*). Reimbursables are excluded from the calculation of the ratio.

The Specific Contract will be awarded to the tenderer who offers the best quality/price ratio.

Specific Contracts will not be awarded to contractors who, during this procurement procedure:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

In order to ensure an independent evaluation and absence of conflict of interest, the Commission may, after giving the tenderer an opportunity to express its views, decide not to award a **Specific Contract** to carry out the interim and/or the ex-post evaluation

to the same contractor who has carried out the ex-ante and/or the interim evaluation for the same Union policy or programme.

ARTICLE I.5 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. The Contractor shall submit a separate invoice for each service.

Payments shall be executed only if the Contractor has fulfilled all his/her contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous Specific Contracts have not been executed as a result of default or negligence on the part of the Contractor. Payments shall be deemed to have been made on the day on which the Commission's account is debited.

1. For total amounts (including travel and subsistence expenses) **less than €25.000** no pre-financing payment will be made.
2. For total amounts of **€25.000 or above** the Contractor may request a pre-financing of 30% of the total price of the service.

I.5.1. Pre-financing:

Within 30 days of the latest of the following dates:

- the date on which the Contractor returns the signed Specific Contract and the relevant invoice, indicating the reference number of the Contract and of the Specific Contract to which it refers,
- if applicable the receipt by the Commission of a duly constituted financial guarantee equal to the amount of the pre-financing,

a pre-financing payment of 30% of the total price (excluding travel and subsistence expenses) of the Specific Contract shall be made.

I.5.2 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 to the Specific Contracts
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoice(s), indicating the reference number of the Contract and of the Specific Contract to which they refer.

provided the final report has been approved by the Commission.

The Commission shall have forty-five days from receipt to approve, to suspend such period and request additional information or to reject the report. 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 the relevant invoices equal to 70% of the total amount referred to in the relevant Specific Contract and of the duly justified travel and subsistence expenses shall be made.

For Contractors established in Belgium, the Specific Contracts shall include the following provision: “En Belgique, l’utilisation de ce bon de commande vaut présentation d’une demande d’exemption de la TVA n° 450” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his/her 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/her 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.6 – 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.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or Specific Contract numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

Unit A2/ Economic analysis & Impact assessment
European Commission
Directorate-General for Energy
DM 28 01/96

B-1049 Brussels

Contractor:

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

ARTICLE I.8– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.8.1.** The Contract and the Specific Contracts shall be governed by Union law complemented, where necessary, by the national substantive law of Belgium.
- I.8.2.** Any dispute between the parties resulting from the interpretation or application of the Contract and the Specific Contracts which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.9 – 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 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. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

I.10.1 PENALTIES

1. In the event of failure to provide the services by the deadline set in the Specific Contracts or in due quality or form, penalties will be applied as follows:

a. In the event of late delivery:

a penalty will be applied using the following mathematical formula:

0,5% of the total value of the service X number of working days of delay.

The ceiling for the total amount of the penalty in the event of late delivery is 20% of the amount of the Specific Contract.

b. In the event of inadequate quality of work:

In the event of rejection on grounds of the quality of the deliverables after presentation for the second time, the Commission may terminate the Specific Contract by a written notification.

In that event, the Contractor will be required to reimburse any amount which he/she received under the contract.

The Commission may choose the next best available bidder for that Specific Contract to redo all the work at the defaulting Contractor's full expense.

The Commission reserves the right to terminate the Contract after having terminated three Specific Contracts in accordance with this Article. Articles II.15.3 and II.15.4 shall apply.

2. Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 10 % of the total value of the specific contract in question.

That rate may be increased to 20 % in the event of a repeated infringement within five years of the date referred to in the first subparagraph.

3. All types of penalties, whether for inadequate quality of work or delays in implementation, will apply cumulatively but may not exceed one and a half times the value of the Specific Contract.

These penalties will apply automatically without formal notice simply as a result of the delay or defective work.

I.10.2 SUSPENSION OF SERVICES

If the Contractor completes work more than ten working days later than stipulated in the Specific Contract or is found to have executed a Specific Contract inadequately, the Commission reserves the right to suspend the Contract in accordance with Article II.19 and shall exclude the Contractor from participation in up to three following competitions for an award of a Specific Contract under this Contract..

I.10.3 OPINION OF THE COMMISSION'S IMPACT ASSESSMENT BOARD ON THE QUALITY OF THE IMPACT ASSESSMENTS (APPLICABLE FOR IMPACT ASSESSMENTS ONLY)

After the end date of the Specific Contract, the contractor shall revise and/or correct technical parts of the study, if this is required by the opinion of the Commission's Impact Assessment Board at a later stage, within a given time-limit.

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 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, 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:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or Specific Contract to which they refer;
- 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:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new 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 each order or specific contract, 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:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- 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:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new 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.5 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 and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 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 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 In the event of failure to pay by the deadline specified in the request for reimbursement, 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 that 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.

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.

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.9 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, a pending order or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;

- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days 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 c), d), 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 or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted 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 execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

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

ARTICLE II. 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 of the relevant purchase 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 of the last implementation.

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 of the last implementation.

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 of the last implementation.

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. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

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 Contract, pending orders or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission 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, of the orders or specific contracts, 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 TO THE FRAMEWORK CONTRACT

Tender Specifications

ANNEX II TO THE FRAMEWORK CONTRACT

Contractor's Tender Specifications [NAME, NUMBER, DATE]

ANNEX III TO THE FRAMEWORK CONTRACT

Model of Specific Contract

Specific Contract No [complete]

Under Service Framework Contract N° ENER/A2/360-2010

Between:

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 M , Director in the Directorate-General for Energy, Directorate

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

ARTICLE III.1: SUBJECT

III.1.1 This Specific Contract implements Framework Contract No. ENER/A2/360-2010 signed by the Commission and the Contractor on [complete date] and renewed on [complete date].

III.1.2 The subject of this Specific Contract is [short description of subject].

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract, in its amendments and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks specified in Annex I.

The Commission agrees to entrust these tasks to the team described in the contractor's proposal.

ARTICLE III.2: DURATION

III.2.1 This Specific Contract shall enter into force on the date on which it is signed by the last contracting party.

III.2.2 The duration of the tasks as specified in this Specific Contract shall not exceed [xxx days/months]. Execution of the tasks shall start from date of entry into force of this Specific Contract. This duration includes the delivery of the final report. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

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

III.3.2 In addition to the fees, a maximum amount of EUR [amount in figures and in words] will be reimbursed according to the provisions of the Framework contract.

ARTICLE III.4: INVOICING AND PAYMENT PROCEDURE

Payments under this Specific Contract shall be made in accordance with Article I.5 and II.4 of the Framework Contract. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

Any request for payment relating to the performance of the present commitment should be sent to the following address:

European Commission
Directorate-General for Energy

.....
.....

B - 1049 Brussels

ARTICLE III.5: CONFLICT OF INTEREST

In addition to the provisions of the Framework Contract related to conflict of interest, the Contractor also declares that no contractual relations have been carried out during the last five years with any stakeholders and/or companies directly involved in programmes, projects and legislative activities of the European Union, which will be evaluated in this Specific Contract.

ARTICLE III.6: CHANGES IN THE TEAM

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

ARTICLE III.7: ADMINISTRATIVE PROVISIONS

The persons responsible for implementing the services under this specific contract are:

For the Commission:

- Administrative and technical questions:

Mr/Ms
European Commission
Directorate-General for Energy
Unit
DM
B – 1049 Brussels

For the Contractor:

Mr/Ms

All correspondence arising out of this specific contract shall be in writing and shall be sent to the persons in charge.

ARTICLE III.8: ANNEXES

The following annexes are attached to and form an integral part of this Specific Contract:

Appendix A: Commission's Terms of Reference
Appendix B: Contractor's Task Specifications- Specification of Services: description, schedule, reports, reference documents, CVs of the team members
Appendix C: Budget for fees
Appendix D: Journeys agreed by the Commission

Done at Brussels, [date],
In duplicate in English

For the European Union:
[first name/surname/function]
name/surname/function]

For the Contractor:
[Company name/first

APPENDIX A
TO THE MODEL OF SPECIFIC CONTRACT

Specific Contract No [complete]

Under Service Framework Contract N° ENER/A2/360-2010

Commission's Terms of Reference

APPENDIX B TO THE SPECIFIC CONTRACT

Specific Contract No [complete]

Under Service Framework Contract N° ENER/A2/360-2010

Contractor's Task Specifications - Specification of Services: description, schedule, Reports, reference documents, CVs of the team members

APPENDIX C

Specific Contract No [complete]

Under Service Framework Contract N° ENER/A2/360-2010

BUDGET FOR FEES

OFFER FOR SERVICES OF
TO BE CARRIED OUT BY

Study Title:

Team Composition and Fees in €

Name of Expert	Position	Availability	Unit Price	Calendar Days	Total Fee
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TOTAL OF FEES

Expenses in €

Total Maximum of Travel, Subsistence and Other Expenses in accordance with the attached Breakdown (Appendix D) - to be reimbursed on the basis of actual expenditure

GRAND TOTAL OFFER

PLACE AND DATE

NAME AND SIGNATURE

APPENDIX D

Specific Contract N° No [complete] Under Service Framework Contract N° ENER/A2/360-2010

Journeys agreed by the Commission

BUDGET FOR TRAVEL, SUBSISTENCE AND OTHER EXPENSES

For reference please see the stipulations in the framework contract

Contract No.
Title of Study

Travel Expenses					
Place/Country of Departure	Destination	Distance in km (approx.)	No. of Journeys		Maximum Budget in EURO
			One Way	Return Trip	

Subsistence expenses <i>(maximum length of the trip)</i>					
Destination	Daily Subsistence allowance		Maximum Hotel Price (if applicable)		Maximum Budget in EURO
	Days	Rate in EURO	Nights	Rate in EURO	

Shipment of equipment or unaccompanied luggage and other expenses agreed by the Commission	
Detailed Description of Expenses	Maximum Budget in EURO

Total Maximum Budget in EURO

ANNEX IV

TO THE FRAMEWORK CONTRACT

Daily allowances for the Member States of the European Union:

DESTINATION		Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
FR	EN	Daily allowance in EUR	Maximum hotel price in EUR
Allemagne	Germany	93	115
Autriche	Austria	95	130
Belgique	Belgium	92	140
Bulgarie	Bulgaria	58	169
Chypre	Cyprus	93	145
Danemark	Denmark	120	150
Espagne	Spain	87	125
Estonie	Estonia	71	110
Finlande	Finland	104	140
France	France	95	150
Grèce	Greece	82	140
Hongrie	Hungary	72	150
Irlande	Ireland	104	150
Italie	Italy	95	135
Lettonie	Latvia	66	145
Lituanie	Lithuania	68	115
Luxembourg	Luxembourg	92	145
Malte	Malta	90	115
Pays-Bas	Netherlands	93	170
Pologne	Poland	72	145
Portugal	Portugal	84	120
République tchèque	Czech Republic	75	155
Roumanie	Romania	52	170
Royaume-Uni	United Kingdom	101	175
Slovaquie	Slovakia	80	125
Slovénie	Slovenia	70	110
Suède	Sweden	97	160

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

DESTINATION		Indemnité Journalière Daily allowance €	Plafond Hôtel Maximum hotel price €
FR	EN		
Afghanistan	Afghanistan	50	75
Afrique du Sud	South Africa	50	145
Albanie	Albania	50	160
Algérie	Algeria	85	85
Andorre*	Andorra*	68,89	126,57
Angola	Angola	105	175
Anguilla	Anguilla	75	140
Antigua et Barbuda	Antigua and Barbuda	85	140
Antilles néerlandaises	Netherlands Antilles	90	185
Arabie Saoudite	Saudi Arabia	85	195
Argentine	Argentina	75	210
Arménie	Armenia	70	210
Aruba	Aruba	80	185
Australie	Australia	75	135
Azerbaïdjan	Azerbaijan	70	200
Bahamas	Bahamas	75	115
Bahreïn	Bahrain	80	195
Bangladesh	Bangladesh	50	140
Barbade	Barbados	75	140
Belarus	Belarus	90	135
Belize	Belize	50	135
Bénin	Benin	50	100
Bermudes	Bermuda	70	140
Bhoutan	Bhutan	50	130
Bolivie	Bolivia	50	100
Bonaire	Bonaire	90	185
Bosnie Herzégovine	Bosnia and Herzegovina	65	135
Botswana	Botswana	50	135
Brésil	Brazil	65	180
Brunei	Brunei	60	165
Burkina Faso	Burkina Faso	55	90
Burundi	Burundi	50	115

Caïmans, îles	Cayman Islands	60	135
Cambodge	Cambodia	50	115
Cameroun	Cameroon	55	105
Canada	Canada	65	165
Cap-Vert	Cape Verde	50	75
Centrafricaine, Rép	Central African Republic	60	80
Chili	Chile	70	175
Chine	China	55	155
Chypre	Cyprus	50	110
Cisjordanie et Bande de Gaza	West Bank and Gaza Strip	60	110
Colombie	Colombia	50	120
Comores	Comoros	50	85
Congo (Rép. Dém. du)	Congo, Dem. Rep.	105	140
Congo (Rép. du)	Congo	70	115
Cook, îles	Cook Islands	50	135
Corée (Nord), R.P.D.	D.P.R of Korea	50	180
Corée (Sud), Rép. de	Republic of Korea	100	200
Costa Rica	Costa Rica	50	140
Côte d'Ivoire	Côte d'Ivoire	60	130
Croatie	Croatia	60	120
Cuba	Cuba	75	150
Djibouti	Djibouti	65	170
Dominicaine, Rép.	Dominican Republic	60	170
Dominique	Dominica	75	140
Egypte	Egypt	65	140
El Salvador	El Salvador	55	125
Emirats arabes Unis	United Arab Emirates	70	195
Equateur	Ecuador	50	140
Erythrée	Eritrea	50	80
Estonie	Estonia	70	120
Etats-Unis d'Amérique (Autres)	USA (others)	80	200
Etats-Unis d'Amérique (New York)	USA (New York)	100	275
Ethiopie	Ethiopia	50	145
Fidji	Fiji	50	120
Gabon	Gabon	75	115
Gambie	Gambia	50	120
Géorgie	Georgia	80	215
Ghana	Ghana	70	140
Grenade	Grenada	75	140

Guadeloupe	Guadeloupe	65	115
Guam	Guam	60	135
Guatemala	Guatemala	50	125
Guinée équatoriale	Equatorial Guinea	60	85
Guinée, Rép. de	Guinea	50	135
Guinée-Bissau	Guinea-Bissau	50	90
Guyane	Guyana	50	160
Guyane Française	French Guiana	55	140
Haïti	Haiti	65	125
Honduras	Honduras	50	125
Hong Kong	Hong Kong	60	205
Inde	India	50	195
Indonésie	Indonesia	50	145
Indonésie - Timor oriental	Indonesia - East Timor	50	110
Iran, Rép islam	Iran	55	145
Iraq	Iraq	60	85
Islande	Iceland	85	160
Israël	Israel	105	210
Jamaïque	Jamaica	60	170
Japon	Japan	130	275
Jordanie	Jordan	60	135
Kazakhstan	Kazakhstan	70	175
Kenya	Kenya	60	165
Kirghizistan	Kyrgyzstan	75	180
Kiribati	Kiribati	60	145
Koweït	Kuwait	85	195
Laos	Lao, People's Dem. Rep.	50	145
Lesotho	Lesotho	50	100
Liban	Lebanon	70	190
Liberia	Liberia	85	150
Libye, Jamahiriya ar.	Libyan Arab Jamahiriya	50	175
Liechtenstein	Liechtenstein	80	95
Macao	Macao	55	95
Macédoine (ARY)	TFYR of Macedonia	50	160
Madagascar	Madagascar	50	105
Malaisie	Malaysia	50	200
Malawi	Malawi	50	165
Maldives	Maldives	50	135
Mali	Mali	60	95

Mariannes du Nord, îles	Northern Mariana Islands	70	135
Maroc	Morocco	75	130
Marshall, îles	Marshall Islands	50	135
Martinique	Martinique	70	110
Maurice, Rép.	Mauritius	60	140
Mauritanie	Mauritania	50	75
Mayotte	Mayotte	50	110
Mexique	Mexico	70	185
Micronésie	Micronesia	55	135
Moldova	Republic of Moldova	80	170
Monaco*	Monaco*	72,58	97,27
Mongolie	Mongolia	70	90
Montserrat	Montserrat	55	140
Mozambique	Mozambique	60	140
Myanmar	Myanmar	50	75
Namibie	Namibia	50	85
Nauru	Nauru	50	135
Népal	Nepal	50	135
Nicaragua	Nicaragua	50	135
Niger	Niger	50	75
Nigeria	Nigeria	50	185
Niue	Niue	50	135
Norvège	Norway	80	140
Nouvelle-Calédonie	New Caledonia	55	135
Nouvelle-Zélande	New Zealand	60	125
Oman	Oman	70	135
Ouganda	Uganda	55	180
Ouzbékistan	Uzbekistan	75	155
Pakistan	Pakistan	50	130
Palau	Palau, Republic of	50	135
Panama	Panama	50	160
Papouasie Nouvelle Guinée	Papua New Guinea	55	135
Paraguay	Paraguay	50	140
Pérou	Peru	75	135
Philippines	Philippines	60	150
Polynésie française	French Polynesia	60	135
Puerto Rico	Puerto Rico	65	140
Qatar	Qatar	65	135
Réunion	Reunion	60	90

Russie	Russian Federation	90	275
Rwanda	Rwanda	65	160
Saint Kitts et Nevis	Saint Kitts and Nevis	85	185
Sainte-Lucie	Saint Lucia	75	140
Saint Marin*	San Marino*	60,34	114,33
Saint-Vincent et les Grenadines	St. Vincent and the Grena.	75	190
Salomon, îles	Solomon Islands	50	120
Samoa	Samoa	50	135
Samoa Américaines	American Samoa	70	135
São Tome et Principe	Sao Tome & Principe	60	95
Sénégal	Senegal	65	135
Seychelles	Seychelles	85	140
Sierra Leone	Sierra Leone	55	135
Singapour	Singapore	75	150
Somalie	Somalia	50	125
Soudan	Sudan	55	215
Sri Lanka	Sri Lanka	50	105
St Marteen	St Marteen	90	185
Suisse	Switzerland	80	140
Suriname	Suriname	55	125
Swaziland	Swaziland	50	90
Syrie	Syrian Arab Republic	80	145
Tadjikistan	Tajikistan	75	110
Taiwan, Prov de Chine	Taiwan	55	200
Tanzanie	Tanzania, United Rep. of	50	200
Tchad	Chad	65	145
Thaïlande	Thailand	60	145
Timor oriental	East Timor	50	110
Togo	Togo	60	95
Tokelau, îles	Tokelau Islands	50	135
Tonga	Tonga	50	105
Trinité et Tobago	Trinidad and Tobago	60	115
Tunisie	Tunisia	60	85
Turkménistan	Turkmenistan	80	150
Turks et Caicos, îles	Turks and Caicos Island	55	135
Turquie	Turkey	55	165
Tuvalu	Tuvalu	50	135
Ukraine	Ukraine	80	190
Uruguay	Uruguay	55	160

Vanuatu	Vanuatu	60	110
Vatican*	Vatican*	60,34	114,33
Venezuela	Venezuela	85	125
Vierges, îles (Etats-Unis)	Virgin Islands (USA)	55	140
Vierges, îles (Grande-Bretagne)	Virgin Islands (UK)	75	140
Viêt-Nam	Viet Nam	50	205
Wallis et Futuna îles	Wallis & Futuna Islands	50	135
Yémen	Republic of Yemen	60	165
Yougoslavie, Rép. Féd. (Serbie et Monténégro)	Yugoslavia	80	140
Zambie	Zambia	50	135
Zimbabwe	Zimbabwe	50	115
Autres pays	Other country	60	145

* rallié géographiquement aux pays correspondants :

geographically linked to the following countries:

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

Calcul

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

Durée du déplacement:

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

Calculation

Daily subsistence allowances are to be calculated as follows:

Length of mission:

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