



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY

Brussels, 24/07/2010

INVITATION TO TENDER No. ENER/C3/2010-467

(open procedure)

Dear Sir/Madam,

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

Operation of the Covenant of Mayors Office (COMO) in order to provide support services for the Covenant of Mayors

This invitation to tender follows the publication of the contract notice in OJEU S 142 – 218059 of 24.07.2010.

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

Tenders must be:

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

The tender must be sent by registered mail or by private courier, dispatched not later than 17.09.2010 (the postmark or the receipt issued by the courier service serving as proof of the dispatch) to the following address:

By registered mail

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

By private courier

European Commission
Directorate-General Energy - DM 28 - 0/110
Avenue du Bourget, 1
B-1049 Brussels (Evere)
Belgium

(b) or delivered by hand

Tenders must be delivered by hand at the **Central Mail of the European Commission** by **17.09.2010 not later than 4 p.m.** (Brussels time), at the following address:

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

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

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

<p>Call for tenders No. ENER/C3/2010-467 <u>not to be opened by the internal mail department</u> DM 28 0/110 – Archives</p>
--

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

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

4. Tenders will be opened at 10.00 am on 24/09/2010, at 24 Rue De Mot (Directorate-General for Energy, office 6/4 – 1040 Brussels).
This opening session will be public. Each tenderer may be represented by not more than one person. At the end of the opening session, the Chairman of the opening committee will indicate the name of the tenderers and the decision concerning the admissibility of each offer received. The prices mentioned in the bids will not be communicated.
5. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity and the draft contract are attached.
6. Tenders must be signed by the tenderer or his duly authorised representative and perfectly legible so that there can be no doubt as to words and figures.
7. Validity period of the tender: six months as from the final date for submission of tenders mentioned under point 2 above.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification, in the draft contract and, where applicable, waiver of the tenderer's own general or specific terms and conditions. The terms and conditions are binding on the tenderer to whom the contract is awarded during the performance of the contract.

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

Before the closing date for submission of tenders

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

Any requests for additional information must be sent in writing to the following address:

Mr Roman Doubrava
European Commission
DM 24-4/22
B-1049 Brussels
Belgium
Fax:(32-2)296.60.16
e-mail: roman.doubrava@ec.europa.eu

Requests for additional information received less than five working days before the closing date for submission of tenders will not be processed.

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

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

After the opening of tenders

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

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

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

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

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

you and rectify any inaccurate or incomplete particulars. Should you have any queries concerning the processing of your personal data, please address them to the entity acting as data controller within DG ENER. As regards the processing of your personal data, you have the right to bring the matter before the European Data Protection Supervisor at any time.

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

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

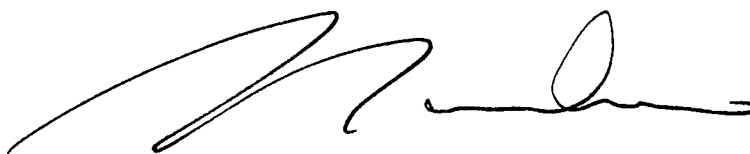
Candidates or tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

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

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

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

Yours faithfully,

A handwritten signature in black ink, consisting of a large, stylized initial 'F' followed by a cursive name.

Fabrizio Barbato
Deputy Director-General for Energy
and Acting Director Directorate C

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No.ENER/C3/2010-467 concerning
Operation of the Covenant of Mayors Office (COMO) in order to provide Support
Services for the Covenant of Mayors**

TABLE OF CONTENTS

I	SPECIFICATIONS
I.1	INTRODUCTION
I.2	PURPOSE OF THE CONTRACT
I.3	REPORTS AND DOCUMENTS TO PRODUCE - TIMETABLE TO OBSERVE
I.3.1	<i>INTERIM REPORT(S)</i>
I.3.2	<i>FINAL REPORT</i>
I.3.3	<i>REPORT FORMAT AND PUBLICATION</i>
I.4	DURATION OF THE TASKS
I.5	PLACE OF PERFORMANCE
I.6	ESTIMATE OF THE AMOUNT OF WORK INVOLVED
II	TERMS OF CONTRACT
II.1	TERMS OF PAYMENT
II.2	FINANCIAL GUARANTEES
II.3	SUBCONTRACTING
II.4	LEGAL FORM TO BE TAKEN BY THE GROUPING OF SERVICE PROVIDERS TO WHOM THE CONTRACT IS AWARDED (IF APPLICABLE)
III	FORM AND CONTENT OF THE TENDER
III.1	GENERAL
III.2	STRUCTURE OF THE TENDER
III.2.1	<i>FIRST SECTION: ADMINISTRATIVE PROPOSAL</i>
III.2.2	<i>SECOND SECTION: TECHNICAL PROPOSAL</i>
III.2.3	<i>THIRD SECTION: FINANCIAL PROPOSAL</i>
IV	ASSESSMENT AND AWARD OF THE CONTRACT
IV.1	EXCLUSION CRITERIA - EXCLUSION OF TENDERERS
IV.1.1	<i>EXCLUSION CRITERIA (ART. 93 OF FINANCIAL REGULATION)</i>
IV.1.2	<i>OTHER CASES OF EXCLUSION</i>
IV.1.3	<i>EVIDENCE TO BE PROVIDED BY THE TENDERERS</i>
IV.1.4	<i>ADMINISTRATIVE AND FINANCIAL PENALTIES</i>
IV.2	SELECTION CRITERIA – SELECTION OF TENDERERS
IV.2.1	<i>ECONOMICAL AND FINANCIAL CAPACITY – REFERENCES REQUIRED</i>
IV.2.2	<i>TECHNICAL AND PROFESSIONAL CAPACITY – REFERENCES REQUIRED</i>
IV.3	EVALUATION OF TENDERS - AWARD CRITERIA
IV.4	INFORMATION FOR TENDERERS
V	ANNEXES

I. SPECIFICATIONS

I.1. Introduction

Political and legal context

The EU Action Plan for Energy Efficiency¹ includes the Covenant of Mayors as a Priority Action.

After an informal prior consultation, the Covenant of Mayors was launched in the format available at <http://www.eumayors.eu> on 29 January 2008.

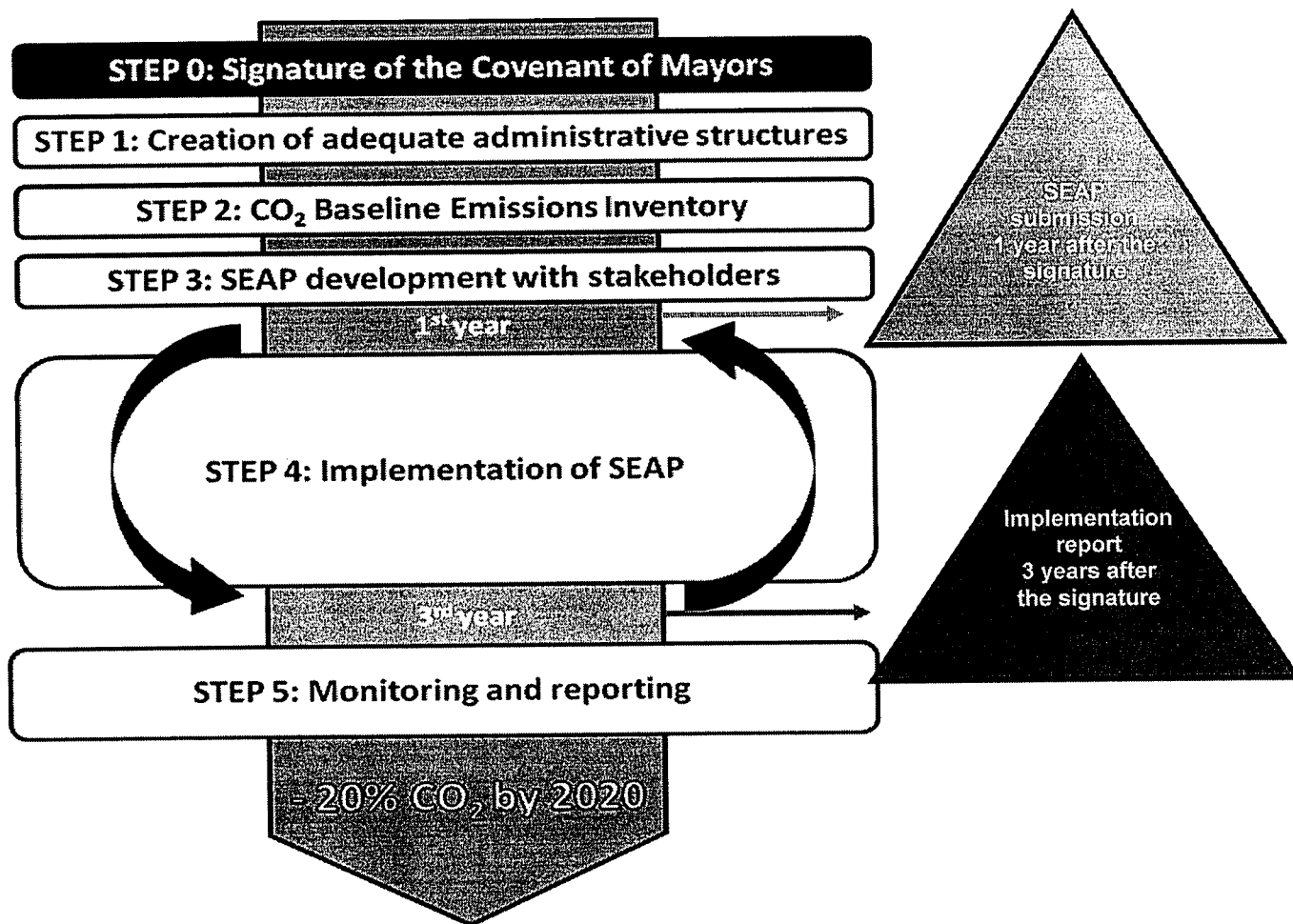
Since then, this initiative has met large international success: among signatories there are 12 cities of Ukraine, 1 city in Armenia and Tbilisi, Georgia's capital. Moreover, a vivid interest was raised in the 6 countries covered by the Eastern Partnership-EaP (Azerbaijan, Armenia, Belarus, Republic of Moldova, Georgia, Ukraine – EaP countries) and 5 in Central Asia (Tajikistan, Kyrgyzstan, Kazakhstan, Uzbekistan, Turkmenistan). The Commission has therefore proposed energy regional cooperation project under the European Neighbourhood and Partnership Instrument-East (ENPI-East) 2010 Regional Action Programme, which is expected to be adopted in July 2010. This project is entitled "Supporting participation of Eastern Partnership and Central Asian Cities in the Covenant of Mayors". Its purpose is to support cities to sign up to the Covenant of Mayors, and to help them preparing as well as implementing the related Sustainable Energy Action Plan (SEAP).

The project includes a service contract which foresees to establish a branch of the Secretariat of the Covenant of Mayors in the region covering the countries targeted by this project.

The Covenant of Mayors

The Covenant of Mayors is a mainstream EU co-operation initiative with local and regional authorities, based on commitment by the participating cities and regions to go beyond the objectives of the EU energy policy in terms of reduction of greenhouse gas emissions through implementation of sustainable energy actions. More than 1800 cities have joined the initiative so far and this number is expected to grow further. The list of signatories is provided at www.eumayors.eu. The scheme below demonstrates the Covenant process:

¹ COM(2006)545 of 19.10.2006



Sustainable Energy Action Plan and Baseline Emission Inventory

In order to demonstrate their commitment, Covenant signatories agree to prepare, submit and implement the ***Sustainable Energy Action Plan (SEAP)*** outlining the measures, policies and investments they will implement to achieve their objectives by 2020. The SEAP is due to be submitted to the Covenant of Mayors Office within one year after adherence to the initiative. The SEAP includes the ***Baseline Emission Inventory (BEI)***, analysing the level of territorial GHG emissions in sectors relevant to the mandate of local and regional authorities (i.e. buildings, urban transport, local energy infrastructure, etc). Methodological framework for setting up both the SEAP and BEI has been developed and relevant guidelines are accessible to signatories via the Covenant website <http://www.eumayors.eu/mm/staging/library/SEAP.pdf> and http://www.eumayors.eu/mm/staging/library/SEAP_part2.pdf. However, decision over concrete methodological tool for setting up the SEAP and the BEI lies with signatories, in order to respect the diversity among different approaches taken in cities and countries, on the condition that the tools selected are in line with the key elements of the SEAP, described in the guidelines.

SEAP Template and on-line catalogue

While SEAPs are submitted in the national languages and form decided by Covenant signatories, SEAP template has been developed to provide for standardized data collection, enabling coherent interpretation of key information under the signatories' profiles on the website. The template, which is an extract of the SEAP, consists of a pre-defined set of data, submitted in English by signatories and/or Supporting Structures. The template serves as well as a basis for later monitoring and feedback to the signatories by Covenant helpdesk.

Monitoring and feedback

Another commitment of the Covenant signatories is to submit regular ***monitoring reports*** stating the degree of implementation of the SEAP and the interim results. A relevant number of these reports will be delivered in the framework of this tender. Methodological framework for monitoring of the Covenant implementation is being developed, this task will be continuing further under this tender.

Networking and exchange of experience

Covenant cities also commit to promotion and networking activities, including the organisation of Energy Days and participation in major events. Cities have expressed interest in joining the Covenant of Mayors providing it will provide support and added value to the present activities of the existing networks, associations and federations of cities and regions. Therefore, their pro-active involvement is a necessary condition for selection of the tender.

Benchmarks of excellence

The Covenant of Mayors provides visibility for the key actions of its Signatories and Supporting Structures. Benchmarks of Excellence are, according to the current definition, the relevant examples of local initiatives, actions and/or investment projects which Covenant Signatories and Supporting Structures have realized within their territories and feel particularly proud of, and endorse as useful actions for other local authorities to replicate. As the Covenant develops, it is expected that Covenant signatories will benefit from a high number of such good examples. Benchmarks of excellence are uploaded directly by the Signatories via the Covenant website. Further development of Benchmarks of Excellence concept will be required under this tender.

Termination clause

The Covenant is open to all local and regional authorities deciding to join, the only conditions to adhere to the Covenant being the commitment to the objectives, the submission and implementation of the SEAP and BEI. Covenant signatories accept termination of their involvement in the Covenant in case of non compliance. This measure provides for the credibility and transparency of the Covenant approach.

The following services and facilities have been launched so far to support participating cities and other Covenant stakeholders in their endeavour:

Covenant of Mayors Office

The Covenant of Mayors Office (COMO) is a key instrument of the Covenant, set up and operated since January 2009. COMO's mission is to provide for daily management of the Covenant, networking with Covenant stakeholders, organisation of events, promotion of the initiative, management of the Covenant website www.eumayors.eu, operation of Covenant helpdesk and providing the strategic advice for further development of the Initiative. As well, COMO manages the database of signatories and supporting structures and is responsible for overall monitoring of the Covenant implementation. The COMO is currently managed by a contractor on behalf of the Commission. Current COMO contract will end on 24/12/2010.

Technical and scientific backup provided by the Joint Research Centre (JRC) of the European Commission, as a part of the Covenant helpdesk.

JRC, upon the co-operation agreement with DG ENER, is responsible for technical and scientific backup of the Covenant. Its specific tasks include:

- analysis of existing tools and methods for local energy management and local/regional CO2 monitoring,
- validation of submitted SEAPs,
- management of technical helpdesk and provision of regular technical feedback to signatories,
- technical monitoring of Covenant implementation,
- development and update of methodological framework of the Covenant (development and update of Covenant guidelines)

The tasks implemented by JCR complement those of the COMO. While COMO is responsible mostly for administrative, promotional and networking part of the Covenant, JRC covers mostly the technical part. This co-operation will continue under this tender.

Co-ordination structures (up till now Supporting Structures type 1)

The Covenant of Mayors is open to cities of all sizes. In order to facilitate the empowerment of those signatories which do not have sufficient resources to draft and implement their own action plan, the Commission negotiates and signs the so-called Co-ordination Structure agreements (until now called Supporting Structures Type 1).

Co-ordination Structures are those **public administrations** that are in a position to provide strategic guidance, financial and technical support to signatories. These Supporting Structures can be national and regional public bodies, counties, provinces, agglomerations, mentor cities etc.

Their typical involvement in the Covenant include:

- Promoting accession to the Covenant of Mayors among municipalities in their area and providing support and coordination to those municipalities signing up;
- Providing technical and strategic assistance to those municipalities willing to join the Covenant but lacking the necessary resources to prepare a sustainable energy action plan;
- Providing financial support or opportunities to the municipalities for expenditure related to SEAP preparation;
- Supporting implementation of SEAPs and organization of local energy days to raise awareness; and
- Reporting regularly to the Commission on the results obtained and participating in the strategic implementation of the Covenant.

Supporting structures (up till now Supporting structures type 2)

Supporting structures are **networks of local and regional authorities** that commit to improve the Covenants' impact by promoting the initiative, liaising with their members, facilitating exchange of experience and defending common interest in the adequate fora.

Both Co-ordination and Supporting Structures have a vocation to keep a close contact with the European Commission to ensure the best possible implementation of the Covenant. The procedure for becoming Co-ordination or Supporting Structure consists of negotiation and signing of an agreement with the European Commission, which recognizes, promotes and gives EU visibility to them, as key allies in the Covenant.

Other related EU facilities and initiatives

There are numerous EU facilities and initiatives providing support to Covenant signatories and Supporting structures:

- Intelligent Energy – Europe (IEE) Programme² is a multiannual programme of the EU, targeting removal of barriers hampering wider energy efficiency and renewable energy deployment. Under the specific key action on Local energy leadership, the IEE provides co-financing for projects submitted by local and regional authorities, their groupings, energy agencies and other local and regional stakeholders. The IEE is a complementary instrument, contributing to fulfilment of the Covenant objectives.
- ManagEnergy Initiative³ is a technical support EU initiative which aims to support local and regional actors from the public sector and their advisers working on energy efficiency and renewable energies at the local and regional level. The Covenant signatories and Supporting Structures benefit from the networking and technical capacity building activities organized in the framework of ManagEnergy.
- Sustainable Energy Europe Campaign⁴ is an EU initiative, which aims to raise public awareness and promote sustainable energy production and use among individuals and organisations, private companies and public authorities, professional and energy agencies, industry associations and NGOs across Europe. The associates and partners of the Campaign are often also potential Supporting Structures. Covenant signatories benefit mostly from the guidance for organisation of energy days, provided in the framework of the Campaign.
- Smart cities and regions initiative is a new EU initiative, introduced under the EU SET-Plan⁵, currently under development within the context of the RTD programme, aiming to support the technology innovation and deployment in the urban settings. This initiative builds on Concerto⁶ and Civitas⁷ programmes. Most ambitious Covenant signatories might have a possibility to benefit from this initiative in the future.
- Pact of Islands is an EU co-financed project that complements the Covenant of Mayors with a similar approach, implemented on the territory of EU Islands. More information can be found here: <http://www.islenet.net>

² <http://ec.europa.eu/energy/intelligent>

³ www.managenergy.net

⁴ www.sustenergy.org

⁵ COM(2009)519 of 7.10.2009

⁶ www.concertoplus.eu

⁷ www.civitas-initiative.org

- ELENA Facility is a technical assistance facility financed by the IEE and operated by the EIB, providing grants for development of bankable investment programmes by cities, provinces and regions. Many Covenant signatories and Supporting Structures are applying for support from this facility. It is expected, that more technical assistance facilities will be launched, in order to widen the scope of ELENA and enable to smaller and middle-size cities to access the technical assistance and/or capital for sustainable energy investments.
- The upcoming project "Supporting participation of Eastern Partnership and Central Asian Cities in the Covenant of Mayors" is expected to be tendered by the end of 2010, and to start early 2011. It should include a technical assistance in support of the participation of local authorities of the countries covered by the Eastern Partnership and Central Asia; and a call for proposals in order to stimulate their initiatives in relation to the CoM. The Technical Assistance should include a project office in the region which will function as a branch office of the main CoM office (based in Brussels). Coordination mechanisms shall therefore be foreseen between both entities.

The *European Commission* has a following role in the Covenant:

- defines, together with the Covenant stakeholders, the conditions for participation in, access to and exclusion from the Covenant of Mayors
- bears overall management responsibility on all services related to the Covenant of Mayors
- negotiates with Supporting Structures and other parties their contributions to the Covenant
- provides sound scientific and technical basis for the preparation and implementation of the SEAPs and monitoring of the Covenant implementation
- develops supporting mechanisms, either technical or financial, to support the committed cities towards achieving their objectives
- facilitates the exchange of experience among the participating cities and supporting structures
- provides for the wide visibility of the Covenant, its signatories, Supporting Structures and other stakeholders
- turns the relevant lessons learned from the Covenant implementation into the new EU policy initiatives

I.2. Purpose of the contract

Aim, context:

The contract's main task is the **Operation of the Covenant of Mayors Office (COMO) in order to provide Support services for the Covenant of Mayors**, including the following activities:

- Continue, enhance and improve the operation of the Covenant of Mayors Office, taking into consideration the growing number of the Covenant signatories and Supporting Structures. Number of signatories and Supporting Structures is regularly updated at www.eumayors.eu
- Monitor, from an operational and technical point of view, the implementation of the Covenant by the participating cities, Co-ordination Structures, Supporting structures and other Covenant stakeholders
- Provide with a coherent and efficient system for collecting and disseminating the practical results of the Covenant achieved by participating cities and Supporting structures, taking into account and addressing the language barriers

- Facilitate effective and innovative networking activities within the Covenant and with organisations and networks external to it, through exchange of experience and joint initiatives
- Operate and further develop the Covenant helpdesk, providing the technical and administrative support to Covenant cities as well as interested cities in order to facilitate and register their adhesion to the Covenant
- Support the liaison with other actors in the Covenant, namely national/regional/local supporting structures, networks of cities and regions and Commission services
- Support the liaison with other relevant EU initiatives and policies assisting the deployment of sustainable energy solutions in an urban context, exploiting possible synergies of action and avoiding overlaps
- Provide feedback and proposals for new initiatives to the Commission in order to develop further and enhance the Covenant
- Support the promotion of the Covenant of Mayors, through a number of means: website, annual events, promotional materials, media activity, participation in events

Although it is not possible to provide precise data, it can be estimated that around 3000 cities and towns will adhere to the Covenant at the end of the contractual period. At least 70% of them will be managed by around 100 Co-ordination Structures. Total number of direct contacts can then be estimated at around 1000.

Tasks to be completed:

For the implementation of the **Operation of the Covenant of Mayors Office (COMO) in order to provide Support services for the Covenant of Mayors**, the tenderers shall propose a set of well integrated and structured tasks to be implemented in parallel throughout the 36-months duration of the contract. Each and every task will entail a series of deliverables and outputs that the tenderers shall specify in the offer. The tenderers shall also specify clearly which are the target groups addressed by each task.

It is considered that the **Operation of the Covenant of Mayors Office (COMO) in order to provide Support services for the Covenant of Mayors** should integrate a series of tasks as described hereafter. Under these headings, the tenderers are free to propose additional initiatives to implement the aims of the Covenant, taking into account the development of the initiative so far.

Besides, these tasks will be performed in coordination and cooperation with the COMO's branch office to be established under the Project "Supporting participation of Eastern Partnership and Central Asian Cities in the Covenant of Mayors".

1. Task 1: Corporate identity and logo

Tenderers are invited to propose a strategy for updating the present logo, to reflect the changing environment in which the Covenant is operating. This might imply updating of detailed guidelines for the use of the logo and its eventual variants by the cities participating in the Covenant as well as by other organisations involved: Co-ordination and Supporting Structures, IEE contractors, Local and Regional Energy Agencies, businesses or other parties, in line with the overall strategy for further Covenant development.

2. Task 2: The Covenant's web portal

The Covenant website www.eumayors.eu is the principal means of communication with stakeholders and the main public information tool of the Covenant. Tenderers are invited to provide the critical analysis of the current website and propose the strategy, technology and elements (contents) for its further development, enhancing and innovation. The current website characteristics are as follows:

- It consists of two websites, a public one and a password protected one.
- For both the used technology has been: Web framework: Ruby On Rails 2.3; Database engine: PostgreSQL 8.1; Visual part: HTML 4, CSS 2, Javascript, AJAX; OS: GNU Linux Debian Lenny; Webserver: nginx;
- The websites are hosted on two twin machines for redundancy and fail over
- The protected website (<http://members.eumayors.eu>) is a CMS written from the ground up to fit the specific needs of the CoM helpdesk team.
- The public website (eumayors.eu) has around 400 static pages, around 5000 dynamic pages and around 1650 files (images, documents)
- The protected website (<http://members.eumayors.eu>) has around 15000 dynamic pages.
- During the last year, the website had 108086 visits and 660505 pageviews, with monthly average of 9007 visits and 55042 pageviews

The current website should be revamped at the beginning of the contract as a modular web-portal, enabling the frequent updates of relevant sections, independently from other parts of the portal. Further two major updates of the portal are expected during the contract period. Tenderers are invited to propose the up-to-date technology for the website revamp and maintenance, enabling cost-efficient and quick changes of the web content; inter-operability between different databases and sections; and automated links of SEAP templates stored in web databases with an on-line web catalogue of Covenant signatories. Furthermore, tenderers are invited to provide a strategy for efficient processing of data, enabling better presentation of the Covenant results, sharing of the web-content and automated production of best practices. The portal should be the 'IT mirror' of all tasks under this tender.

Tenderers should take into account that technical helpdesk of the Covenant is a shared task of the COMO and the JRC. The portal must be programmed in a way enabling interactivity, smooth data collection, analysis and management and content sharing between the COMO and the JRC. As well, proper management of databases is required.

The portal must be hosted on powerful server(s), enabling large capacity of data processing and storage, quick accessibility, navigation and proper functioning of IT applications provided on it to the end users. Tenderers should describe how this will be secured and how troubleshooting will be managed.

There are several new IT elements to be introduced in the scope of this tender:

Up-to-date social networking facility(ies) should be introduced to enable innovative and efficient uploading and sharing of the web content by and among the users.

Powerful and reliable search engine should be incorporated, in order to provide users a user-friendly search results.

Application enabling interactive e-learning and webinars should be incorporated, as a part of the helpdesk function (task 4).

On-line catalogue of Covenant signatories, Co-ordination Structures and Supporting Structures, presenting the data from SEAP templates submitted by signatories and results achieved in given time should be further developed. The catalogue should be a major communication tool on the portal, presenting the Covenant implementation results and specific situation of its stakeholders to the public. The presentation in the Catalogue should be of high graphical quality, easy to understand but based on sound data sets. The Online catalogue currently takes the data from the SEAP templates, submitted by signatories along with the official SEAPs, and presents the data in an understandable and attractive format (i.e. number of inhabitants, contacts, date of adhesion, current CO2 emissions, current energy consumption, energy saving target, CO2 emissions reduction target, main actions, etc...), at the Covenant website. Taking into account the number of signatories, on-line catalogue should continue to be automated, but in the same time it should be possible to present the aggregated figures according to selected criteria.

Benchmarks of excellence database and search should be further developed, enabling quick search according to pre-defined categories (i.e. sector, size of the city, country, supporting structure etc)

Other innovations proposed by tenderers will be appreciated.

The contractor has to ensure the portal is user friendly, easy to navigate and accessible by EU citizens and companies. The static sections should be maintained and updated in all EU official languages. The dynamic sections will not need systematic translation to languages other than English, however, updates should be considered. Professional quality of translations must be ensured, for all parts of the portal and all translated languages. The contractor has to maintain and update the portal for the duration of the contract. The contractor shall verify its proper accessibility once per working day during the course of the contract period and solve any access problem that falls under its responsibility.

Tenderers should propose the methodology for compliance with the highest data security and copyright standards. As well, methodology for securing the high quality of translations to all EU languages including the troubleshooting should be described and relevant workload must be allocated for this purpose.

Although the portal shall be a copyrighted product of the European Commission, it has to keep its own identity. The present register name, www.eumayors.eu, should be kept by the contractor. It will be operated independently from the European Commission web-site. However, the portal structure has to be compatible with the Commission's web-site "Europa" for an easier integration. The contractor shall ensure that links are installed to other relevant websites. All publications and other audiovisual material related to the Covenant should be made freely downloadable from the portal. A restricted access area including database of contacts and actions, evaluation systems and other should be maintained.

The contractor has to consult the Commission on the information that is placed in the portal. At any time the European Commission may request to move the portal of the Covenant, its contents and structure, to the European Commission's web-site "Europa".

All necessary details and technical elements shall be transferred to the Commission by the end of the contract to allow for continuity beyond the end date of the contract.

3. Task 3: Promotion of the Covenant

The objectives of the promotion of the Covenant are three-fold:

- Maintain and increase high visibility of the Covenant, its aim, components and results
- Attract more cities, Co-ordination Structures and Supporting Structures to join and deliver
- Attract other actors, private and public, to contribute (with special consideration to the national/regional/local authorities capable of providing technical assistance to smaller cities)

A methodology to attain these objectives is required from the tenderers. The methodology shall also detail the proposed deliverables in terms of

3.1 Promotional material

This task includes the design and production of all promotional material deemed by the tenderers as the most adequate. As a basis, promotional materials developed and distributed in the period 2009 – 2010 may be taken (see www.eumayors.eu). As examples, it would be convenient to include a presentation brochure, thematic leaflets, newsletters for Covenant signatories, Co-ordination Structures and Supporting Structures, promotional material for the Annual Events, promotional material for participating in other events and/or for distributing at energy days, certificates and other material showing registration, short videos (youtube-like), thematic articles etc. Whilst the main communicating language will be English, the tenderers should make the necessary provisions in the offer in order to enable that at least a presentation brochure and thematic leaflets are available in all EU official languages. Specific emphasis should be put to the highest possible quality of produced texts and their translations, which need to be understandable, technically and linguistically correct and adapted to the end users. Periodicity, quantity, languages and foreseen contents of the promotional materials proposed by the tendered should be described. As well, tenderers are invited to provide description of translation/linguistic services employed.

3.2 Organisation and co-ordination of events

There were two successful Covenant Annual events organised in the hemicycle of the European parliament in 2009 and 2010. As well, number of thematic workshops, standard presentations and other events were held so far (see more details on www.eumayors.eu).

Under this tender, organisation of three high-visibility top-level annual events is requested (one per year in 2011, 2012 and 2013). This task will comprise all activities linked to the organisation of the event, from its concept to its promotion, logistic, administrative and technical arrangements, registration, programme follow-up, proceedings, media relations and liaison with EU institutions involved. The event date and programme, choice of speakers/panellists and media strategy is to be made in close consultation with the European Commission.

Covenant cities and Supporting Structures are invited to organise Energy days in their own premises, as well as other local decentralized events. Tenderers are invited to provide a sound strategy for co-ordination and monitoring of these events. Subject to the new contract for implementation of the Sustainable Energy Europe Campaign (SEEC), tenderers are informed that the new SEEC is likely to continue being in charge of the support and global co-ordination regarding the Energy days.

Between 4 and 8 dedicated thematic workshops per year on particular areas of the Covenant are likely to be necessary, in combination or not with the Annual event. A proposal for providing support for a number of such events is necessary. Further, in line with the task 6, a number of decentralized dedicated events for specific thematic groups are likely to be necessary to organize. Tenderers are invited to propose a coherent strategy for this task.

The tenderers should include the conceptual work and organisation of a “standard” representation of the Covenant, its initiatives and achievements at selected exhibitions, trade shows and other events Europe-wide to be made available to cities or organisations willing to promote the action. It is up to tenderers to propose an approach. One compulsory element is the preparation and monthly update of a high-quality PowerPoint presentation of the Covenant.

3.3 Other promotional activities and tools might be needed as well. A Covenant exhibition stand and pup-up banners are some examples to be taken into consideration.

Tenderers may wish to consider the pros and cons of different promotional strategies.

4. Task 4: The Covenant helpdesk

Up till now, the Covenant helpdesk has been set-up and operated in order to provide administrative, logistical and technical support to signatories and Supporting Structures. The helpdesk has been operated in co-operation between the COMO and the JRC, complementing each other in their duties. This setup will continue under this tender. Since the Covenant launch, the number of signatories and Supporting Structures grows quickly, with currently more than 1800 cities and 75 Supporting Structures. It can be estimated that around 3000 cities and towns will adhere to the Covenant at the end of the contractual period. At least 70% of them will be co-ordinated by around 100 Co-ordination Structures. Total number of direct contacts can then be estimated at around 1000. This will require significant reinforcement of the helpdesk, with introduction of more innovative, interactive and automated solutions for keeping the high quality of provided services. The helpdesk should focus on technical soundness, overall quality and good timing of the support provided. Practical results by Covenant cities are the main objective here. A relevant workload should therefore be allocated for this task. Two specific target groups should be served by the helpdesk, with a relevant approach to each of them:

- Covenant Signatories
- Co-ordination and Supporting Structures and other stakeholders.

Following tasks are required from tenderers as a minimum:

4.1 Administrative and logistical helpdesk

Tenderers are invited to propose a strategy for sound operation of administrative part of the helpdesk. Tasks included here comprise the daily management of communication with signatories and those stakeholders expressing interest to join; providing guidance throughout the adhesion procedure to the Covenant; ex-post confirmations to signatories; managing the registration and communication with registered contacts for events and Annual conference; update of the information on the web portal including cross-check of translations and other administrative tasks related to a helpdesk function. The tasks can also include the organisation of thematic events and meetings of cities to motivate clusters and joint activities, the support to mentoring actions by large cities, dissemination of good practice and news, which are considered under Task 3.

4.2 Technical helpdesk

Technical helpdesk is a key service to be provided by the contractor. Its quality will have a direct impact on the results of the Covenant. It is necessary to take into account different levels of knowledge and technical capacity among Covenant stakeholders. The technical helpdesk must therefore be flexible but based on sound knowledge and methodology, in line with and including further development/update of the Covenant guidelines and SEAP template. According to recent experience, it is expected that the main workload will derive from providing of guidance to signatories on how to develop a SEAP and Baseline Emissions Inventory. As well, regular update of FAQs on the website is requested. Therefore, tenderers should offer specific expertise on local energy management and planning, as well as greenhouse gas emissions monitoring and certification, relevant for local and regional authorities.

The technical helpdesk will be co-managed with the JRC. COMO will be responsible for all technical matters until the submission of the SEAP, while JRC takes over responsibility from this moment on. Other services of technical nature may be requested at any time by the signatories and/or the Commission. Specific attention should be given to wide linguistic capacity of the helpdesk (capacity to work as a team in many languages; . Please refer to selection criteria).

4.3 Data processing and monitoring helpdesk

A sound strategy for collecting, setting up, management and regular update of databases should be proposed by tenderers. These include databases of Covenant signatories, Co-ordination and Supporting Structures and other stakeholders. Further on, focus should be given to identification, analysing and presenting (including creation of a database) of concrete and measurable results (best practices) achieved by the Covenant stakeholders. These may include the Benchmarks of Excellence or not.

4.4 There are as well new services to be provided by the helpdesk as a minimum:

- *e-learning facility* to be introduced on the Covenant portal, enabling organisation of dedicated webinars and/or other capacity building actions, including uploading of an interactive learning contents adapted to relevant target groups
- A *decentralized helpdesk focal points* to be established in relevant geographical locations, most relevant to address the geographical and contextual specificities of Covenant stakeholders. The focal points should serve as 'prolonged hand' of the Covenant helpdesk, providing complementary assistance at the source of need, in relevant language and taking into consideration the geographical specificities. These focal points might have a form of a list of locally recognised experts, to be employed on a temporary basis, according to needs.

Tenderers are invited to propose the strategy deemed most appropriate for the helpdesk (a methodology for managing the up mentioned points as a minimum). The best cost/benefit ratio needs to be observed.

The helpdesk should keep a very close contact with other relevant supporting structures and/or mechanisms set up in the Member States (see Task 6).

5. Task 5: Monitoring the implementation of the Covenant

The Covenant cities commit to submit a Sustainable Energy Action Plan, including the Baseline Emissions Inventory, within a year following the adhesion, showing how they intend to achieve their objectives. As well, monitoring reports are to be developed by signatories every two years after SEAP submission. With a growing number of signatories, a sound system for tracking of individual signatories, Co-ordination Structures and Supporting Structures' status quo as regards the achievement of their targets needs to be proposed, including transparent and simple system for evaluating the performance of signatories, Co-ordination and Supporting Structures and Covenant as such (aggregated data). This might be done for example by an evaluation on scale (i.e. signatories non compliant, underperforming, performing, excellent etc), based on a clear set of criteria. A feedback system relevant to status of different signatories needs to be introduced.

A technical SEAP and CO2 monitoring methodology for measuring the Covenant impact is currently under development. However, it is expected that the contractor will assist the JRC in its further development and implementation, JRC being the main responsible body. It is expected, that the monitoring methodology will change over time and tenderers are informed that certain flexibility will be needed as regards the workload allocated to this task.

6. Task 6: Liaison with Co-ordination Structures, Supporting Structures, Networks of cities and regions and other stakeholders. Setting up the thematic groups.

The task includes the operation of a focal point in charge of keeping close relations with:

- Co-ordination and Supporting Structures to the Covenant
- European, international and national networks of cities and/or regions
- Covenant partners
- COMO branch office funded under EuropeAid's upcoming project

There are currently 75 Supporting structures active in the Covenant framework, 38 of which being future Co-ordination structures (national/regional/provincial authorities) and the rest being the future Supporting Structures(networks of cities/regions); this number is very likely to grow. The role of both is crucial for the efficient Covenant implementation, as they represent upper level of governance to the Covenant signatories, having specific mandate, position and powers (i.e. some of them are Managing authorities for the ERDF). Tenderers are invited to propose within this task the strategy for liaising with Co-ordination Structures and Supporting Structure, taking into consideration that:

- there are different types of Co-ordination/Supporting Structures
- their mandate differs among different Member states
- co-operation with Co-ordination/Supporting Structures must bring an added value for all parties
- (technical, administrative and financial) capacity building actions for Supporting Structures might be necessary
- tailor-made networking, sharing of experience and best practices among Co-ordination/Supporting Structures needs to be introduced
- monitoring of Co-ordination/Supporting Structures involvement and relevant feedback scheme is required

Apart from the Co-ordination and Supporting Structures, the Covenant must provide an added value to other networks of cities and regions (those which are not a Supporting Structures to the Covenant) and interact with their activity. The tenderers shall propose a methodology for achieving this.

Representatives of networks of cities and regions are particularly invited to get involved in this tender, either directly or through co-operation agreements.

A partnership scheme for business networks, banks and/or other Covenant stakeholders needs to be developed, in order to trigger beneficial co-operation and highlight the best public-private partnerships leading to practical solutions and results replicable among the Covenant signatories. This new scheme should be transparent, non-discriminatory, objective and always justified by Covenant signatories, or Co-ordination/Supporting Structures. Tenderers are invited to present their proposal for the scheme.

It became necessary to create a (flexible) number of Thematic groups, in order to provide Covenant stakeholders with specific visibility, tailor-made services and added value, as well as trigger action by different Covenant stakeholders. For instance, there is a need to provide a specific set of services to large cities, different to those needed by smaller cities or regions. As well, Co-ordination/Supporting structures might create two different thematic groups, relevant to their specific needs and roles within the Covenant. Tenderers are invited to propose a methodology deemed most appropriate for setting up and operation of different Thematic groups and specific services to be provided to them in the scope of this tender.

Finally, the upcoming project "Supporting participation of Eastern Partnership and Central Asian Cities in the Covenant of Mayors" is expected to establish an office in the region, which will function in close relation with the Secretariat of the Covenant of Mayors covering the countries targeted by this project. As such this project will use the logo of the Covenant of Mayors; it will work in full coherence with the general guidelines and principles established under the Covenant of Mayors; coordination mechanisms between the main COMO and this proposed branch office shall be foreseen. In particular, workload should be allocated for at least three co-ordination meetings a year, providing access to Covenant facilities, joint organization of at least one event a year and sign-posting actions.

7. Task 7. Liaison with other EU initiatives and overall local policy on climate change

Local and regional energy agencies (LAREA) are important facilitators for the successful implementation of the Covenant of Mayors. A methodology for close liaison and joint activities with ManagEnergy Initiative is requested from the tenderers. It can include joint events, dedicated sections in the respective websites, etc. More information on ManagEnergy is available at www.managenergy.net

The Local Energy Leadership Key Action within the Intelligent Energy Europe Programme (more information at <http://ec.europa.eu/energy/intelligent>) needs to be considered in the proposed methodology as relevant contributor to the Covenant. Other EU initiatives, such as the European Green Capital (DG Environment), urban development programmes and regional initiatives (DG Regio) should also be accounted for.

Smart cities initiative has been introduced as a part of the EU SET-Plan⁸ in 2009. This new RTD initiative is currently under development, however it is expected that it might be launched in 2011. A mutually beneficial and efficient co-operation scheme between the Covenant and Smart cities will be necessary in order to build upon each other. Tenderers are informed that after launching of Smart cities, a strategy for such co-operation scheme will need to be developed.

Since the Covenant is growing beyond the EU borders, liaison with and providing of limited assistance to different Commission services responsible for specific actions in the non-EU countries will be necessary.

8. Task 8. Media Communication Strategy

The tenderers shall propose a sound media strategy, build upon the network of media officers and media contacts established so far, to maximise the impact of the Covenant. This will include EU-wide placement of news articles/videos about the Covenant in selected mass-media (papers, magazines, TV, Internet...) and placing detailed articles/videos about the Covenant or aspects of it in selected special interest media. The media strategy shall be developed in co-operation with the participating cities, regions and other actors, utilising the media officers network. Requirements for base material for local media are then likely to be made. A proposal for co-ordination with Covenant actors and for production and update of common base media material is requested. The operation of a media desk needs to be continued.

Tenderers are informed that quick production of high quality press releases and articles may be required at any time by the Commission. Tenderers should assure the highest linguistic and technical quality of media inputs.

The Commission is not considering any budget allocation for advertising.

9. Task 9. Contract management, feedback and frequent reporting to the Commission

Taking into account the scope and magnitude of this tender, tenderers should assure and justify the full dedication of their staff to the required tasks. A full-time assignment of staff, dedicated to this tender, will be a preferred option for the Commission. At least three people in the team should be fully seconded to the contract. Furthermore, a clear explanation on how conflict of interest will be avoided as regards execution of this contract vis a vis main activities of tenderers (this is specifically relevant to City networks) will be requested. The mission of the Covenant of Mayors is to be a platform serving and supporting all committed actors, building on mutual co-operation and common objective.

The tenderers shall provide regular feedback to the Commission on possible developments and improvements of the Covenant on the basis of their day-to-day contact with the involved parties. Periodic activity reports for the various tasks should also be provided. The impact of the Covenant will be evaluated by independent auditors. The tenderers shall propose ways of providing the information that allow for quick and exhaustive evaluation of the activity by third parties.

The tenderers have to identify detailed performance indicators for each of the main tasks, which will allow at all times the measuring of the performance of the works undertaken. The successful application of the set of performance indicators require a clear and periodical quality monitoring of the actions carried out by the tenderers in the frame of the contract.

⁸ COM(2009)519 of 7.10.2009

Assistance to the contractors by the Contracting Authority:

The Commission will make available the following information and facilities to the contractor:

- Relevant Commission's adopted communications and reports, as well as relevant Directives, Regulations and Decisions, which frame the EC strategy in the field of sustainable energy;
- All available deliverables of ManagEnergy and the Sustainable Energy Europe Campaign, as well as deliverables from IEE-funded projects when relevant;
- All deliverables, publications and materials developed within the Covenant so far, provided at www.eumayors.eu
- Office space within DG ENER for the co-ordination meetings with the contractor, including projection facilities.

The Commission may provide venue and other facilities for the organisation of the annual event (also some cities could provide for that).

Work Plan:

On the basis of the time schedule outlined in these Tender Specifications, the tenderers will prepare a detailed work plan and present this in their offer, using a GANT chart and a work plan text to explain their proposed approach. The work plan should clearly indicate the various tools and outputs foreseen within each task and include details on target groups to be addressed, eventual agreements that will be needed with relevant stakeholders/intermediaries/multipliers of information, milestones, deliverables, co-ordination meetings with the Commission services responsible for the follow up of the tender, reporting, allocation of responsibility between team members (if applicable) etc.

Duration of the work: 36 months from the signature of the contract

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

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

A **kick-off meeting** will take place in Brussels, at the latest 20 days following the signature of the contract, in order to settle all the details of the tasks to be undertaken, including the outputs/deliverables to be produced and the implementation schedule for the 36 months, with a particular emphasis on the actions due during the first 12 months of the contract. The meeting will also address the application of performance indicators which is a crucial element that the tenderers must consider in the definition and implementation of the tasks as it will enable a regular estimation of the impacts achieved against a pre-defined set of targets that will be agreed by the Commission for the three years.

I.3.1. Inception report

Not later than 3 weeks after the kick-off meeting, **an inception report** is to be submitted to the Commission. In this report, the contractor will clearly precise the work programme and schedule for the first 12 contractual months in line with what was agreed with the Commission at the kick-off meeting, together with the associated resources and detail the performance indicators which shall be used to measure regularly the impact of the contract. The Commission shall provide its comments to the contractor on the inception report in no more than two weeks. The contractor will implement the tasks as spelled out in the said report, which shall fully reflect the Commission's comments. The Work Plan shall be updated accordingly.

I.3.2. Progress reports

4 progress reports showing progress of the work shall be submitted to the Commission not later than by the end of months 6, 12, 24 and 30 after the date of signature of the contract.

I.3.3. Interim report

1 interim report showing progress of the work shall be submitted to the Commission at the latest 18 months after the date of signature of the contract. This interim report will be subject to an interim payment.

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

I.3.4. Co-ordination meetings

Bi-monthly **co-ordination meetings** with the European Commission will be held in Brussels in order to enable the contracting parties to discuss the work accomplished and achievements. The contractor will have to take fully into consideration any suggestion made by the Commission.

I.3.5. Final report

The contractor will submit a draft final report to the Commission at the latest 38 months after the signature of the contract.

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

I.3.6. Report format and publication

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

I.4. Duration of the tasks

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

I.5. Place of performance

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

I.6. Estimate of the amount of work involved

The amount of work involved to carry out this contract is assessed at 5300 person-days plus other expenditure and travel expenditure. The price in the financial proposal of the tender must be fixed amounts and include all expenses, such as travel expenses and daily allowances.

II. TERMS OF CONTRACT

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

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

II.1. Terms of payment

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

II.2. Financial guarantees

Guarantee on pre-financing

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

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

II.3. Subcontracting

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

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

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

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

III. FORM AND CONTENT OF THE TENDER

III.1. General

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

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

III.2. Structure of the tender

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

III.2.1. Section One: administrative proposal

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 1, 2 and 3):

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

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

- Financial identification (Annex 2)

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

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

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

- Legal entities (Annex 3)

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

http://ec.europa.eu/budget/info_contract/legal_entities_en.htm

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

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

III.2.2. Section Two: Technical proposal

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

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

III.2.3. Section Three: Financial proposal

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

- Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Prices must be fixed amounts and include all expenses, such as travel expenses and daily allowances.
- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;
- **Prices shall be fixed** and not subject to revision during the performance of the contract;
- For each category of staff involved in the project, the tenderer must specify:
 - the total labour costs;
 - **the daily rates and total number of days** (man/days) each member of staff will contribute to the project;
 - other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity.

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

IV. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

The aim of each of these stages is:

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

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation⁹)

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;

⁹ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation¹⁰ for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.
2. The cases referred to in point IV.1.1. e) above shall be the following:
- a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

IV.1.2. Other cases of exclusion (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.

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, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

- 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 honour, duly signed and dated, stating that they are not in one of the situations mentioned above (cf. IV.1.1 and VI.1.2). For that purpose, they must complete and sign the form attached in Annex 4. Where the tenderer is a legal entity, they shall, whenever requested by the Commission, provide information on the ownership or on the management, control and power of representation of the legal entity.

2. The tenderer to whom the contract is to be awarded shall provide, within 15 calendar days after notification of the results of the procurement procedure and in any case before the signature of the contract, the following evidence, confirming the declaration referred to above:

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

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

Where no such document or certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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

Remark:

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

IV.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Community 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.¹¹

IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS)

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

IV.2.1. Economic and financial capacity – References required

Tenderers must provide proof of their financial and economic capacity by means of the following documents: the balance sheets or extracts from balance sheets for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years.

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

IV.2.2. Technical and professional capacity – References required

Tenderers should provide a list of the main recent projects carried out in the past three years by the staff who would propose to carry out the work (including a self-explanatory title, name of client, start and end dates of project, and approximate budget).

Tenderers must confirm and demonstrate that their project team has the skills and experience needed to carry out the work specified in relation to this tender, under point 2, and in accordance with the requirements listed below:

¹¹ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, as amended.

- 1) Sound knowledge and understanding about sustainable energy policy in the different sectors on EU level as well as in Member States, in particular in what relates to local action.
- 2) Proven experience in development and evaluation of action plans, reports and other technical documents in the sustainable energy field. Good understanding of the problems associated with a long-term action plan to reduce GHG emissions is a must. Sound knowledge of GHG emissions monitoring methodologies, relevant for local and regional authorities is required.
- 3) Skills and proven experience in networking with local actors in relation to sustainable energy in urban contexts.
- 4) Skills and proven experience in promotion and communication strategy and techniques.
- 5) Experience in working at EU level and in communicating with the public administrations, the relevant market actors and main stakeholders in the Member States, European Economic Area and Candidate Countries.
- 6) Excellent English skills. Communication skills in at least the following languages: FR, DE, ES, IT, PL are also required for the team.
- 7) Skills in writing clear and concise texts for use on the web, including HTML formats with appropriate links and web-based structures, in publications, in the relations with the media and in other handouts. Proven experience in the production of high quality promotional and information material in several languages.

Evidence of this capacity shall be furnished on the basis of following documents:

- detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills. The CV's shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.
- list of the main services and tasks delivered by the tenderer during the last three years with the sums, dates and recipients, public or private
- statement of the average annual manpower

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

IV.3. EVALUATION OF TENDERS – AWARD CRITERIA

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

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

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

N°	Award Criteria	Weighting
1	Approach and methodology for implementing the work, quality and sustainability of the communication tools, quality of the work-plan and schedule, adequacy of data collection and evaluation techniques, pertinence of the monitoring and quality performance systems proposed for the work, capacity to communicate in more languages than the minimum requirements	30
2	Added value of the deliverables offered including innovative approaches	30
3	Overall quality, completeness, clarity and presentation of the offer	10
4	Appreciation and understanding of the needs, the objectives and the scope of the tender, credibility of the co-operation scheme, including active involvement of representatives of cities and their networks	30
Total number of points		100

b) Total price

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

IV.4. INFORMATION FOR TENDERERS

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

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

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

V. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Draft 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/C3/2010-467

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ¹²	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation¹³ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

¹² For natural persons

¹³ 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)

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

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

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/info_contract/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 Regulation¹⁴, 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:

¹⁴ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

ANNEX 5



EUROPEAN COMMISSION
DIRECTORATE – GENERAL FOR ENERGY

DIRECTORATE C – New and Renewable Energy Sources, Energy Efficiency & Innovation
Deputy Director General and Acting Director Directorate C

SERVICE CONTRACT

CONTRACT NUMBER – []

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Fabrizio Barbaso, Deputy Director – General for Energy and Acting Director Directorate C

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)

[Contractor's present office address] (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 designation]

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 ENER/C3/2010- of []) and Monitoring

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

Annex III – Model of Bank Guarantee

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

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is Support service for the Covenant of Mayors.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 36 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from *date of entry into force of the Contract*. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The maximum total amount to be paid by the Commission under the Contract shall be EUR [xxx] covering all tasks executed.
- I.3.2** Revision of price - *Not applicable*

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

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

I.4.1. Pre-financing:

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

- the receipt by the Commission of a duly constituted financial guarantee equal to at least EUR []
- the receipt by the Commission of a request for pre-financing with a relevant invoice

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

I.4.2 Interim payment:

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

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

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to EUR [] equal to 40 % of the total amount referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

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

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

provided the report has been approved by the Commission.

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

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

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

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

ARTICLE I.5 – BANK ACCOUNT

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

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

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

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

Commission:

European Commission
Directorate-General for Energy
Directorate C
Unit C.3
B-1049 Bruxelles

Contractor:

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

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1. The Contract shall be governed by Union law complemented, where necessary, by the national substantive law of Belgium.
- I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the entity acting as data controller within DG TREN without prejudice to possible transmission to internal

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

ARTICLE I.9 – OTHER SPECIAL CONDITIONS

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

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

II.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

II.1.4. The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

II.1.5. The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken

by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

- II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

- II.2.1.** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4.** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

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

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

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

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

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

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

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing :

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

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

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

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

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

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the 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 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:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the 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.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

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

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("*the reference rate*") plus seven percentage points ("*the margin*"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

II.6.1. If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

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

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

II.7.3. Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

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

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

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

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

- II.10.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to

perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.15 – TERMINATION BY THE COMMISSION

II.15.1. The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's ' financial interests;

- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

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

II.15.4. Consequences of termination:

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

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

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

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

- II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.
- II.17.2.** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.17.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

ARTICLE II.18 – AMENDMENTS

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

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

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

For the Commission,
Fabrizio Barbato
Deputy Director General for Energy and
Acting Director Directorate C

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

ANNEX I

Tender Specifications and Monitoring

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

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

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

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

ANNEX II

Contractor's Tender

Annex III

Model Bank Guarantee