



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY

Brussels, 4 October 2012

INVITATION TO TENDER No. ENER/C1/543-2012

(open procedure)

Dear Sir/Madam,

1. The European Commission invites tenders for a service contract regarding the following project:
“Cooperation between EU Member States under the Renewable Energy Directive and interaction with support schemes”.

This invitation to tender follows the publication of:

- the contract notice in OJEU S 191-313107 of 04/10/2012
2. If you are interested in this contract, you must submit **four** copies of your tender, in one of the official languages of the European Union. A copy of the offer on a CD/DVD has also to be submitted.

Tenderers may choose to submit tenders:

a) either by post or by courier not later than 19/11/2012, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the following address:

European Commission
Directorate-General for Energy, Unit C.1, Office DM24 4/132
For the attention of ENER C1 Tenders
B – 1049 Brussels

b) or delivered by hand to the following address:

European Commission
Directorate-General for Energy, Unit C.1, Office DM24 4/132
For the attention of ENER C1 Tenders
Avenue du Bourget 1
B-1140 Brussels (Evere)
Belgium

not later than 16.00 on 19/11/2012. 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:**

Call for tenders No. ENER/C1/543-2012

not to be opened by the internal mail department

DM 24 04/132

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 may entail the rejection of the bids at the opening session.

To be admissible, the confidentiality of the bids must have been ensured and the deadline for the submission of the bids met.

4. Tenders will be opened at 10 a.m. on 27/11/2012, at 24 Rue De Mot (Directorate-General for Energy, DM 24, 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. All tender documents shall be 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:

ENER C1 Tenders
European Commission
DM 24 04/132
B-1049 Brussels
Belgium

e-mail: ENER-C1-tenders@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.

All additional information will be made available via the Directorate-General for Energy website (http://ec.europa.eu/dgs/energy/tenders/index_en.htm). Tenderers 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. If your offer includes subcontracting, it is recommended that contractual arrangements with subcontractors include mediation as a method of dispute resolution.
13. If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will 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. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Director of the Shared Resource Directorate MOVE/ENER, acting as data controller. Details concerning the processing of

your personal data are available on the privacy statement at:
http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.

14. Your personal data (name, given name if natural person, address, legal form, registration number and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:

- the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement on http://ec.europa.eu/budget/info_contract/legal_entities_en.htm), or

- the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on http://ec.europa.eu/budget/library/explained/management/protecting/privacy_statement_ced_en.pdf)

Yours faithfully,



Marie C Donnelly
Director

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No.ENER/C1/543-2012 concerning
“Cooperation between EU Member States under the Renewable Energy
Directive and interaction with support schemes”**

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I. SPECIFICATIONS

I.1. Introduction

Since 1997 the Community has had a policy of promoting renewable energy, based on the need to address sustainability concerns stemming from climate change and air pollution, improve the security of Europe's energy supply and develop Europe's competitiveness in industrial and technological innovation. With Directive 2009/28/EC coming into force in 2009 the EU today has a comprehensive and binding legal framework in place addressing the role of renewable energy across all energy sectors. The Commission's renewable energy policy, energy infrastructure policy and energy market policy are all geared to creating a complete and sustainable internal energy market, offering quality service to European citizens and allowing for the growing penetration of renewable energy into the market.

While laying down individual mandatory targets for the share of renewable energy in final energy consumption for each Member State, the Directive allows for substantial flexibility for Member States in its implementation, including for the decisions on their technology path and the support measures to achieve those targets. Following this rationale, it defines a set of mechanisms giving Member States the opportunity to cooperate through exploiting renewable energy resources across borders, in order to optimise the overall system and contribute to the gradual establishment of an integrated market. As for the choice of support schemes and design of the overall framework for such cooperation, it gives Member States maximum flexibility to agree on the model of cooperation that best suits their respective interests, technologies and markets. The Directive limits itself to defining the underlying principles and broad concepts of cooperation models for cross-border support of energy from renewable sources. It encourages Member States to pursue all appropriate forms of cooperation, which may take place at all levels, bilaterally or multilaterally.

The Directive defines three types of cooperation arrangements between Member States: Statistical Transfers, Joint Projects and Joint Support Schemes. The earlier the use of cooperation mechanisms is implemented, the larger are the potential efficiencies to be exploited. However, Member States have so far been reluctant or at least slow to make use of the cooperation mechanisms. This appears to be due to three main factors:

- Domestic policy considerations and the need for legitimisation towards the local electorate seem to make it appear more attractive for decision makers at national level to rely on local renewable resources for the time being.
- Reluctance to take the "first mover risk" associated with taking the necessary decisions to put the cooperation mechanisms into practice.
- Fear that cooperation with other Member States might interfere negatively with the effectiveness of domestic support schemes.

In order to make use of the full potential of the Directive the Commission has therefore decided to facilitate the implementation of the Cooperation Mechanisms by addressing such barriers. In the context of exploring the grounds for developing joint support schemes and in addressing the last named barrier, the structure, design and reform of renewable energy support schemes also needs exploring. Based on the decision of the European Parliament as budgetary authority of the European Union to make funds available under budget line 32 04 19 "Preparatory action - Cooperation mechanisms implementing the renewable energy

sources Directive 2009/28/EC"¹, the European Commission with its decision C(2012)4199 prepared the ground to start this preparatory action which "is to examine all the conditions for successfully implementing the cooperation mechanisms of the Directive on renewable energy sources and their interaction with other national aid schemes or mechanisms. It will allow the need to develop a specific framework for exploiting this mechanism to be assessed". This reflects the necessity to also explore the structure, design and reform of renewable energy support schemes in the context of exploring the grounds for developing joint support schemes and in addressing above mentioned barriers. In the Decision's Annex II pertaining to this preparatory action the Commission continues to specify that "Development of this operation framework should be given priority in Member States with limited cross-border network capacities as well as in areas that exhibit high potential for specific renewable energy sources projects."

In its recent Communication COM(2012)271 "Renewable Energy: a major player in the European Energy market" it was noted that the Cooperation Mechanisms of the Renewable Energy Directive have not yet been widely used despite the potential economic benefit for parties involved. In the Communication the European Commission has therefore announced to prepare guidance on two related subjects:

1. The facilitation of such trade in renewable energy. This guidance is to promote the increased use of the cooperation mechanisms, allowing Member States to achieve their national binding targets at lower cost through trade.
2. Best practices and experiences on support schemes to encourage greater predictability, cost-effectiveness and avoid over-compensation and develop greater consistency across Member States. This document will also be relevant to the development of future joint support schemes.

As a follow-up to these documents, which are expected to be published in the first half of 2013, the study is to provide analysis and support to the Commission and Member States in the implementation of Cooperation Mechanisms between Member States under Directive 2009/28/EC, covering legal, institutional, financial and other relevant issues. Such analysis and support shall facilitate cooperation by giving assistance on specific cooperation projects and on support scheme reforms.

The question of efficient design of support schemes more generally and their continuous but predictable adaptation to technology development and market conditions is important in itself as well as for the successful implementation of joint support schemes, as the most ambitious form of cooperation requiring a merger of two – possibly substantially different – schemes. Thus this study is also to provide analysis of and support for the development of support schemes in conjunction with cooperation mechanisms (i.e. financing questions related to different cooperation mechanisms), the efficient design of support schemes (ensuring avoidance of overcompensation, transparent cost-related tariff calculation methodologies) and good practice in undertaking reforms of support schemes. Elements to be addressed include implementation of features like automatic digression of tariffs, market premium models and incentives for the supply of system services by renewable energy installations.

¹ Cf. page 325 of the adopted line by line budget of the European Commission, <http://eur-lex.europa.eu/budget/data/LBL2012/EN/SEC03.pdf>

I.2. Purpose of the contract

Following up the Commission's guidance on cooperation mechanisms and support schemes², this study is intended to further assist the Commission, Member States as well as industry stakeholders in implementing the cooperation mechanisms according to Directive 2009/28/EC, including the optimal design of support schemes, based on a thorough analysis of existing literature on effectiveness and design features of both cooperation mechanisms and support schemes more generally, potential for cooperation, barriers to its implementation and means to overcome them. It is intended to address questions such as:

- What are the optimal design options of the implementation of cooperation mechanisms for (a) the involved parties, including Member States and private actors and (b) as regards the advancement of European policy objectives including especially the advancement of an integrated European market for energy?
- What are the options for contractual relationships in the design of joint projects and what would the corresponding contracts and legal arrangements have to look like?
- What is the role of well-designed cooperation mechanisms in contributing to the advancement of an integrated European energy market and how can it be maximised?
- How might the different cooperation mechanisms positively or negatively impact upon existing support schemes?
- Are there regional differences e.g. based on resource potentials or special features of the regulatory and institutional landscape that would lead to different choices regarding the type of cooperation mechanisms to be implemented in order to maximise benefits for Member States and European policy objectives?
- How can support schemes and cooperation mechanisms (other than joint support schemes) best be designed as a coherent system?
- What features allow for a support scheme to adapt in a timely manner to changes in technology developments and markets and market conditions more generally while providing a stable framework conducive to investment?
- How should a support scheme be designed to encourage development of technology learning curves and incentivise integration of renewable energy into the electricity system?

Both, the assistance regarding optimal design of cooperation mechanisms and the design of support schemes in general must build on the Commission's guidance and existing work that has analysed the potential for cooperation based on resource assessments, has identified existing barriers to the implementation of cooperation mechanism and has assessed the effectiveness of support scheme design features. Work on design options for cooperation mechanisms between Member States has already been conducted inter alia within the RE-Shaping Project (D4 Report Design options for cooperation mechanisms between Member States under the new European Renewable Energy Directive), which has also undertaken thorough analysis of the effectiveness of support schemes in Europe. The RES4Less study has recently published its Synthesis Report on "Valleys of opportunity" for the use of cooperation mechanisms under the Directive. This study is ongoing and undertaking a number of case studies. A wealth of experience in respect of support scheme design as well as successful and ongoing attempts at cooperation is available at national level as well as through multiple projects of the Intelligent Energy Europe Programme. Other fora such as the "North Seas Cooperation on Offshore Grids" or the "Nordic Testing Ground for Cooperation Mechanisms of

² As announced in the recent Commission Communication "Renewable Energy: A major player on the energy market", COM(2012) 271

the RES-Directive" have also conducted extensive analysis of cooperation mechanisms, which need to be taken into account. The contractors should draw on these, other up to date literature as well as exchange with stakeholders involved in the elaboration of cooperation mechanisms implementation in the past such as Member States' administration and industry.

Relevant projects include:

- RE-Shaping reports: <http://www.reshaping-res-policy.eu/>
- RES4less study (ongoing): <http://www.res4less.eu/>
- RES Integration: <http://www.eclareon.eu/de/res-integration>
- Concerted Action on the Implementation of the Directive 2009/28/EC: <http://www.ca-res.eu/>
- RES LEGAL database of support schemes: <http://www.res-legal.de/index.php?id=1&L=1>
- NREAPs: http://ec.europa.eu/energy/renewables/action_plan_en.htm
- Summary of NREAPs: www.ecn.nl/units/ps/themes/renewable-energy/projects/nreap
- REPAP (industry roadmaps & evaluation of NREAPs): <http://www.repap2020.eu>
- Developing the offshore grid: <http://www.offshoregrid.eu/>
- Removal of non cost barriers study: http://ec.europa.eu/energy/renewables/studies/renewables_en.htm
- Removing barriers to wind integration: <http://www.trade-wind.eu/>
- Addressing PV barriers: <http://www.pvlegal.eu>

The tasks include:

1. Building on the Commission's guidance the Contractor shall analyse design features of cooperation mechanisms under Directive 2009/28/EC, the influence of such features on risk and benefit sharing between the cooperating parties and maximising their impact on promoting an integrated European market conducive to cost-effectively increase the overall penetration of renewable energy in the electricity sector.
2. Building on the Commission's guidance the Contractor shall analyse support scheme design features conducive to cost-effectively integrating an increasing share of electricity from renewable sources and supporting learning curve effects to foster the competitiveness of renewable energy technologies, inter alia considering different market premium models and mechanisms for automatic digression of tariffs and premiums.
3. Analyse interaction between the implementation of cooperation mechanisms (other than joint support schemes) and existing support schemes and how these should be designed to maximise coherence and synergies; in particular the case of offshore wind cooperation in the Northern Seas should be explored in this regard.
4. Building on the Commission's guidance the Contractor shall further set out the details of the implementation of statistical transfer and joint projects between Member States under Directive 2009/28/EC assisting specific, identified projects, addressing options for risk and benefit sharing between cooperation partners and interaction with domestic support schemes, in order to optimise the cost-effective deployment of renewable energy technology in the EU and advance an integrated internal market.
5. Identify opportunities for implementing joint support schemes within the territorial scope of Directive 2009/28/EC that are particularly beneficial as regards the potential for unlocking synergies leading to increased cost-efficiency, the complementarity of resources and the ease of implementation considering the support frameworks currently in place.

6. Building on the Commission guidance on best practice and experience in designing support schemes the Contractor shall provide further analysis on pertinent aspects of support schemes for implementing the framework of joint projects and joint support schemes, addressing inter alia the elaboration of common methodologies for setting tariffs or premiums.

7. Provide a platform for Member States and private actors to exchange information on potential cooperation projects and identify cooperation partners, as well as to discuss support scheme arrangements.

At least 50% of the tasks mentioned above should be performed by people with more than three years of experience in the field of renewable energy policy.

Consulting stakeholders

Five 1 day meetings in Brussels with Member State representatives and/or private stakeholders including project developers will be required, to discuss specific topics. Ideally these could be (partly) combined in order to maximise synergies in the discussions.

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.

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

A **kick-off meeting** will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all the details of the study to be undertaken and the other deliverables. Within one week of the meeting, an **outline** of the approach, coverage, format and contents of the study and meetings will be provided by the contractor. The timetable and steps necessary to deliver each of the tasks will also be provided. (A draft outline may be submitted prior to the meeting).

The study outline agreed by the Commission will form the structure for the work and report.

The Member State/stakeholder meetings will be organised by the Contractor in Brussels following the study timetable and plan agreed with the Commission.

At least three **meetings to discuss progress** with the Commission may take place in Brussels in conjunction with the Member State/stakeholder meetings to discuss progress with the analysis. The timing of such a meeting will be specified by the Commission.

Up to three other **meetings** to discuss topics may take place in Brussels upon the request of the Commission.

1.3.1. Progress reports

The **progress report** with a full outline of the whole report and with completed tasks one and two shall be submitted to the Commission at the latest six months after the date of signature of the contract.

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

1.3.2. Final report

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

Within forty-five days after the submission of this draft final report the Commission will provide the contractor with its comments on the draft final report and the date of a **third meeting** in Brussels will be agreed in order to discuss the Commission's observations.

After this meeting, the Contractor shall have 20 days in which to submit additional information or a new final report.

1.3.3. Report format and publication

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

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

1.4. Duration of the tasks

The duration of the tasks shall not exceed 16 months. This period is calculated in calendar days.

1.5. Place of performance

The tasks will be performed on the Contractor's premises. However, meetings as specified above may be held on Commission premises in Brussels.

1.6. Estimate of the amount of work involved

The amount of work involved to carry out this contract is assessed at 500 man-days.

II. TERMS OF CONTRACT

In drawing up his offer, the tenderer should bear in mind the provisions of the draft contract attached to this invitation to tender (Annex 6). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the 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 6, the draft service contract.

II.2. 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.20 of the contract (Annex 6) can be applied to subcontractors. Once the contract has been signed, Article II.6 of the above-mentioned contract shall govern the subcontracting.

II.3. Joint tenders

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

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

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

or

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

If the contractor is a grouping or consortium of two or more persons, all such persons shall be jointly and severally liable to the Commission for the fulfilment of the terms and conditions of the contract. Such persons shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission which can be withheld at discretion.

III. FORM AND CONTENT OF THE TENDER

III.1. General

Tenders must be written in **one of the official languages** of the European Union and submitted in **four copies** (one clearly marked "original" and three copies) as well as a copy of the offer on a CD/DVD. The attention of the tenderers is drawn to the fact that the majority of the deliverables requested under Specific Contracts will have to be submitted in English.

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

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

III.2. Structure of the tender

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

III.2.1. Section One: administrative proposal

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

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

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

- **Financial identification** (Annex 2)

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

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

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

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

- Legal entities (Annex 3)

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

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

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

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

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

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

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

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

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

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

III.2.2. Section Two: Technical proposal

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

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

The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender.

Tenderers must present in their bids a proposal on the methodology and the organisation of the work to carry out in the framework of the study.

III.2.3. Section Three: Financial proposal

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

- The price 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.
- The price must be a fixed amount [and include all expenses, such as travel expenses and daily allowances].
- **The price must be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;
- **The price 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

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement, under the conditions laid down in that agreement.

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

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

The aim of each of these stages is:

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

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

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation³)

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

³ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

- country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
 - (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation⁴ for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.
2. The cases referred to in point IV.1.1. e) above shall be the following:
- a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

IV.1.2. Other cases of exclusion

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

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

Tenderers must declare:

- that they do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either

⁴ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

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

The Commission reserves the right to check the above information.

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

IV.1.3. Evidence to be provided by the tenderers

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

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

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

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

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

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

Remark:

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

IV.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Union budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules.⁵

IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS)

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

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

The average annual turnover of the tenderer for the last three years must exceed 500.000 EUR.

Tenderers must provide proof of their financial and economic capacity by means of the following documents: profit and loss accounts for the last three years, and a statement of overall turnover.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

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

⁵ 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.

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

The tenderers must confirm and demonstrate the following requirements:

- 1) The project team has relevant knowledge and skills in the field of European renewable energy policy, in particular as regards Member States' support schemes for renewable energy, as well as a sound understanding of the European framework for cooperation between Member States and with third countries in the field of renewable energy as regards inter alia economic and legal aspects.
- 2) The tenderer has successful work experience on at least two projects in the fields related to this contract in the past three years.
- 3) The tenderer has excellent drafting and editing skills in English

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

- Detailed curriculum vitae of each member of the project team, including his or her educational background, academic 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 during the last three years as well as related amounts, dates and beneficiaries with mention of the sector they belong to (private/public);
- Proof of excellent drafting and editing skills in English, including on-line references to previous studies or 1 page samples.
- Identification of any part(s) of the contract which the service provider intends to subcontract. 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 for implementing the work, quality and credibility of the work-plan and schedule, allocation of tasks, adequacy of information/data collection and analysis techniques.	60
2	Appreciation and understanding of the needs, the objectives and the scope of the tender.	30
3	Overall quality, completeness, clarity and presentation of the offer.	10
Total number of points		100

b) Total price

The contract will be awarded to the tender which receives the highest score according to the following formula:

$$\text{Score for tender } x = \frac{\text{Total quality score for award criteria tender } x \text{ multiplied by } 100,000}{\text{price}}$$

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 and absence of conflict of interest)
5. Power of Attorney (mandate in case of joint tender)
6. 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/C1/543-2012

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) ⁶	
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 organisation⁷ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁶ For natural persons

⁷ 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/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

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

ANNEX 3 - Legal entity form

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

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

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

ANNEX 4

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

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

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

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator⁸*)
or
- representing (*if the economic operator is a legal person*)

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

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

official address in full:

VAT registration number:

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

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

⁸ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

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

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

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

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

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

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

Full name

Date

Signature

ANNEX 5

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor 9

The undersigned:

Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X**, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X** on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: **[Provide details on bank, address, account number]**.
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on **[dd/mm/yyyy]**

Place and date:

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

⁹ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 6
DRAFT CONTRACT