

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. ENER/C2/2011/519-1 concerning

Support to Biofuels Deployment

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.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

The European Union is promoting the use of renewable energy in transport to reach the objective of 10% renewable energy in transport by 2020 as set out by the Renewable Energy Directive¹ (RED). The use of biofuels is one way of meeting these targets. Transport depends almost entirely on oil as fuel at present, and greenhouse gas emissions continue to increase at a high rate. Transport is the only sector where energy intensity is not expected to decrease over the next two decades if development follows base case scenarios. At present the main alternative to fossil based fuels are biofuels, whether liquid² or gaseous³.

The Directive required Member States to submit by June 2010 National Renewable Energy Action Plans setting out inter alia the contribution expected of each renewable energy technology to meet the 2020 targets, including in the transport sector⁴. According to the National Renewable Energy Action Plans, Member States collectively intend to slightly over-achieve the 10% target. They intend to use about 8.5% of first generation biofuels, 1% of second generation biofuels and 1% of renewable electricity, most of the latter in railways rather than in cars. One Member State expects some hydrogen from renewables to be used in transport by 2020. In total this adds up to approximately 10.5% renewable energy in transport; with the different modifications factors that the Directive applies to second generation biofuels and renewable electricity used in cars it would be counting as approximately 11.5%.

The Fuel Quality Directive⁵ (FQD) further sets a target of 6% reduction of Green House Gas (GHG) emissions from road transport.

Both Directives have specified sustainability criteria for the use of biofuels in the European Union and the FQD increased the volumetric limits of ethanol and FAME to 10 vol% and 7 vol% respectively in the EN 228 and EN 590 standards.

Furthermore the SET Plan and the European Industrial Bioenergy Initiative (EIBI) have been established aiming to promoting the deployment of advanced Bioenergy technologies in the EU in view of achieving the EU targets on renewables and biofuels.

In relation to these developments the Commission needs on a regular basis technical and market information on conversion processes, feedstocks, costs, technology development etc. Such information is difficult to access and often fragmented in several associations and the individual companies making it difficult to collect such information and form it into a consistent picture.

Further, there are still a number of barriers for a widespread market penetration in the EU market, in particular for second and third generation biofuels. Several technology providers and biofuel producers that have knowledge of such barriers are not represented at the European level to share

¹ Directive 2009/28/EC of the European Parliament and of the Council of 23/04/2009 on the promotion of the use of energy from renewable sources and amending and subsequently repealing Directives 2001/77/EC and 2003/30/EC.

² E.g. biodiesel (Fatty acid methyl ester-FAME), bioethanol (EtOH), dimethyl ether (DME), Fischer-Tropsch (FT) and hydrotreated vegetable oils (HVO).

³ E.g. biomethane, derived by upgrading biogas or synthetically via gasification of biomass.

⁴ All plans are available at: http://ec.europa.eu/energy/renewables/transparency_platform/action_plan_en.htm

⁵ Directive 2009/30/EC of the European Parliament and of the Council of 23/04/2009 amending Directive 98/70/EC as regards the specification of petrol, diesel and gas-oil and introducing a mechanism to monitor and reduce greenhouse gas emissions and amending Council Directive 1999/32/EC as regards the specification of fuel used by inland waterway vessels and repealing Directive 93/12/EEC.

such knowledge. Those that are represented are grouped in to different organisations and at times giving different messages making it difficult for policy makers to get a comprehensive picture on the industry's view on what such barriers are and what could be necessary to deal with them. Establishment of a single organisation representing the European biofuel technology providers and biofuel producer sector would facilitate addressing common issues while the individual associations can continue addressing specific issues to the biofuel sub-sector they represent.

Additionally, the organisation will allow early-movers to exchange information and experience from large-scale industrial demonstration of the use of biofuel technologies, maximizing their impact on further R&D, on policy strategy by addressing all mode of transport, and optimizing costs.

I.2. Purpose of the contract

The European Commission is launching an invitation to tender for the provision of interdisciplinary expertise with respect to European Union biofuels policy over a maximum duration of 32 months. The information and coordination to be provided under this contract will facilitate the Commission, the stakeholders and national authorities to have detailed information and understanding on the further deployment of the different types of biofuels in and outside the EU market.

Description of the Tasks

- Task 1: To assemble under one organisation all main European associations on biofuels as well as independent biofuel producers

The main objective of this task is to put in place the operational procedures of the organisation and ensure effective interaction among the relevant stakeholders (including the European Commission). The contractor should ensure an open access to the organisation and be neutral vis-à-vis the various stakeholders. The possible categories of stakeholders which can be invited to participate or become observers of this organisation may include, but are not limited to, the following categories:

- **European biofuel associations;**
- **Advanced biofuel technology providers** (on demonstration and pilot projects as well as on real market projects) such as those for hydrogenated vegetable oils, Fischer Tropsch, bio dimethylether etc;
- **Research community;**
- **EU Technology Platforms;**
- **Other types of Associations, Networks, Alliances, NGOs, etc.** if deemed of contributing to the aims and objectives of the tender.

The organisation can take the form of a network but may also evolve to an organisation with a legal status.

A secretariat should be established for this organisation to carry out the day to day management and operations.

The organisation should aim to reach a common position to issues addressing the sector in general while each individual association or independent technology provider or other type of stakeholder should continue to address issues related specifically to their association or technology.

The general tasks of the secretariat will include but are not limited to:

- Organisation and management of project meetings;
- Organisation of high-level workshops and meetings;
- Regular reporting to the European Commission;
- Coordination of organisation's activities (hosting the Secretariat, overall coordination and supervision);
- Regular assessment of the development of the organisation and taking the necessary steps to overcome any problems;
- Developing a corporate identity for the organisation.

The organisation should aim to reach common viewpoints on common problems affecting the sector and in particular provide inputs and carry out the following detailed tasks:

- Task 2: To assist in further developing the BIOMAP dissemination and information tool
The BIOMAP information and dissemination tool was successfully developed under an FP7 funded project. It has been transferred to the SETIS data base (<http://setis.ec.europa.eu/>; please see at the toolkit). The BIOMAP needs to be further upgraded and maintained and new data and information needs to be uploaded on it. For this Task, the contractor should establish close cooperation and interface with JRC in order to streamline the work and avoid any duplication. The BIOMAP will continue to be hosted by SETIS while the contractor will provide new data to be uploaded on the BIOMAP.
- Task 3: To provide a regular overview of biofuels imported into the EU
This task involves analysing and reporting to the Commission on a regular basis (suggested every 6 months) at the least of:
 - the amount of each type of biofuel imported into the EU, specified per country of origin
 - the customs regimes (codes, type of blends if applicable, tariffs) that apply to the imported biofuels, and the amount of biofuel that has been imported under each regime
 - an indication of different feedstocks and technological conversion processes and their shares used to produce the biofuels imported into the EU
 - an indication of production costs of imported biofuels
 - an indication of world market prices of different types of biofuels
- Task 4: To provide a regular overview of the type of use of biofuels in the EU
This task involves analysing and reporting to the Commission on a regular basis (suggested every 10-12 months) at the least of:
 - the different blending levels of biodiesel, bioethanol and bio-ETBE in diesel and petrol applied in the EU Member States
 - the use of other low-blend biofuels in petrol and diesel
 - the use of other biofuels (e.g. high blends, pure biofuels) in passenger cars
 - the use of biofuels in other modes of road transport than passenger cars
 - the use of biofuels in aviation in relation to the Biofuels FlightPath
- Task 5: To provide a regular overview of the prospects of different types of advanced biofuels
This task involves analysing and reporting to the Commission on a regular basis (suggested every 10-12 months) at the least of:
 - expert analysis on the various innovative technologies for advanced biofuels
 - the further development of technologies that were funded by the 7th Framework Programme

- the market technology uptake of the European Industrial Bioenergy Initiative (EIBI) as well as other national or international programs
 - the market technology uptake of biofuels in aviation by the Biofuels FlightPath
 - best-practice policies put in place by Member States in order to promote advanced biofuels
- Task 6: To provide a regular overview of the technical and non-technical barriers for further deployment of biofuels
This task involves analysing and reporting to the Commission on a regular basis (suggested every 10-12 months) at the least of:
- identification of barriers for the further deployment of biofuels
 - recommendations for action at EU or MS level to help overcome the barriers identified
 - Market behaviour with respect to the final biofuel products, to the demand and to the fossil fuel prices.
- Task 7: To provide a regular overview of biofuels production in the EU in terms of feedstocks used, technologies applied and costs
This task involves analysing and reporting to the Commission on a regular basis (suggested every 6-12 months) at the least of:
- the amount of each type of biofuel produced in the EU
 - the amounts of different types of feedstocks used
 - an indication of the geographical origin of the feedstocks used
 - a description of the different technological conversion processes used for biofuel production in the EU, including the use of different process fuels where relevant
 - the share of each technological production process in the total EU production of the biofuel type concerned
 - an indication of the production costs of the different types of biofuels
- Task 8: To organise two workshops with all key stakeholders
The organisation of workshops to facilitate an open discussion amongst the various stakeholders on concerns and strategies in addressing the barriers the sector faces. The subject of the workshops will be decided in close consultation with the Commission.
- Task 9: Newsletter & Website
An informative news letter with latest news on technology and market development in relation to the use biofuels (suggested every 3 months). A website should also be established.

General activities

Organisational Support & Coordination

The Contractor should aim to establish efficient coordination of the activities between the various stakeholders. This should include the establishment of a strategy to monitor, analyse and evaluate private and public initiatives and to identify best practises and barriers, including their follow up.

Organisational support should also include the following up of relevant policy and legal issues, financial opportunities and technical developments, and feeding this information back to the stakeholders.

In particular the Contractor should liaise with the EIBI of the SET Plan and the Biofuels Technology Platform whenever appropriate.

Information and Communication

The Contractor will be responsible for implementing the information and communication strategy. This includes the gathering, analysis, exchange of information and experience in a regular and structured manner. Regular and efficient exchange of relevant information amongst the stakeholders will be crucial for creating a discernible benefit to all interested parties. The work of the Contractor should go beyond mere management of information flows and should also include active involvement in the identification and sharing of best practices.

Externally-oriented actions should involve building an identity (market brand) for the project itself. Information and Communication activities should comprise the maintenance of a dedicated web-site and of a shared knowledge database. Electronic communication and document handling is to be done by the Contractor.

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 21 days following the signature of the contract, in order to settle all the details of the work, report, etc... to be undertaken.

A second and a third meeting will be held in Brussels at least 21 days following the submission of the progress report in order to enable the contracting parties to discuss the work accomplished. The contractor(s) will have to take fully into consideration any suggestion made by the Commission.

A fourth meeting will be held in Brussels at least 21 days following the submission of the final progress report in order to enable the contracting parties to discuss the work accomplished. The contractor(s) will have to take fully into consideration any suggestion made by the Commission.

I.3.1. Progress reports

The first **progress report** showing progress of the work shall be submitted to the Commission at the latest **10 months** after the date of signature of the contract.

The second **progress report** showing progress of the work shall be submitted to the Commission at the latest **20 months** after the date of signature of the contract.

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

I.3.2. Final progress report

The contractor will submit a draft final progress report to the Commission at the latest **29 months** after the signature of the contract.

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

I.3.3. Report format and publication

4 copies of the reports in English language shall be supplied in paper form and one copy in electronic form, either in MS Word.

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.

I.4. Duration of the tasks

The duration of the tasks shall not exceed **32 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 shall be held on Commission premises in Brussels.

I.6. Estimate of the amount of work involved

The amount of the work involved has been estimated at 870 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 tender

In case of a joint tender submitted by a group of tenderers (encouraged here in view of the tasks to be carried out), 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 (Annex 5), 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 **triplicate** (one clearly marked "original" and two copies) as well as a copy of the offer on a CD-Rom. The attention of the tenderers is drawn to the fact that the deliverables requested 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). 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.
- The original signature of the single tenderer' 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.

Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of

detail of the tender will be extremely important for the evaluation of the tender. Tenderers must present in their bids a proposal on the methodology and the organisation of the work to carry out in the framework of the study.

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 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 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 Community 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

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.

III.3. Exclusion criteria (exclusion of tenderers)

III.3.1. Exclusion criteria (Article 93 Financial Regulation⁶)

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;

⁶ 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)

- (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 Communities' financial interests;
 - (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation⁷ 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 Community 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).

III.3.2. Other cases of exclusion

1. In accordance with Article 94 of 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.

⁷ 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.

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.

III.3.3. 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.

III.3.4. 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.⁸

III.4. 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.

III.4.1. Economic and financial capacity – Criteria and references required

Tenderers must provide evidence of their economic and financial capacity by submitting an average annual turnover of minimum 400,000 EUR, for the last three years for which accounts have been closed.

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 for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.

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

⁸ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, last amended by Commission Regulation (EC, Euratom) n° 478/2007 of 23 April 2007, OJ L 111 of 28 April 2007, p.1.

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.

III.4.2. Technical and professional capacity – Criteria and references required

1) The tenderer must have the minimum following experience:

- promoting interest and cooperation in the field of biofuel production and use at European level
- providing or developing advanced biofuel technology such as those for hydrogenated vegetable oils, Fischer Tropsch, bio dimethylether etc.,
- producing or being in the formal stage of planning to produce advanced biofuel such as hydrogenated vegetable oils, Fischer Tropsch, bio dimethylether etc.,
- at least three years in developing and managing activities (such as setting up an organisation, data management, communication).

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

- List and description of activities/projects carried during the past three years.

2) The team that will carry out the work must have proven experience of minimum five years in the following sectors:

- biofuels EU market situation and follow up,
- policy issues such as sustainability and ILUC,
- biofuels technology development,
- biofuels trade issues,
- experience in writing English texts for website(s)
- mapping activities of EC funded contracts, and,
- mapping activities of biofuel technologies

Evidence of this capacity shall be furnished on the basis of 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 highlight when it concerns one of the above key experience mentioned here above. 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.

III.5. EVALUATION OF TENDERS – AWARD CRITERIA

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

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

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

N°	Award Criteria	Weighting
1	Clarity and completeness of tender	20
2	Understanding the requirements of the tender	20
3	Methodology to achieve the tasks <ul style="list-style-type: none">• Quality of proposed methodology to set-up and make operational the organisation and its secretariat;• Quality of proposed methodology to carry out the other tasks	30
4	Quality of project planning and organisation of the team to cope with and fulfil the obligations of the contract in the timing required for the completion of the project.	30
Total number of points		100

b) Total price

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

III.6. 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.

IV. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Power of attorney
6. Draft Service 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 C2/2011/519-1

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)⁹

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:

⁹ For natural persons

Legal Representatives

Names and function of legal representatives
and of other representatives of the tenderer who
are authorised to sign contracts with third
parties

Declaration by an authorised representative of the organisation¹⁰

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

Surname:

Signature:

First name:

¹⁰ 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.

In the case of a grouping, this form must be provided by each partner.

ANNEX 4

DECLARATION BY THE TENDERER

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 operator¹¹*)

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;
- 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:

¹¹ 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).

- 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

Done at on.....

Name

Title

Signature:

ANNEX 5

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor ¹²

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:

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

