



EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR ENERGY

Directorate C.2 – New energy technologies, innovation and clean coal

## **CALL FOR TENDERS**

**N° ENER/C2/2012/423-1**

STUDY ON

**From the Sugar Platform to biofuels and biochemical**

# **TENDER SPECIFICATIONS**

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## **1. INFORMATION ON TENDERING**

### **1.1. Participation**

Participation in this tender procedure 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 on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement<sup>1</sup> concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

### **1.2. Contractual conditions**

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

### **1.3. Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole.

These economic operators 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.

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.

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<sup>1</sup> See [http://www.wto.org/english/tratop\\_E/gproc\\_e/gp\\_gpa\\_e.htm](http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm)

## **1.4. Subcontracting**

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

## **1.5. Content of the tender**

- 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/DVD/USB stick. 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.

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Evidence for exclusion criteria (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

## **1.6. Identification of the tenderer: legal capacity and status**

- The tenderer identification form in **Annex 1** shall be filled in and signed by:
  - The tenderer (including any member of a consortium or grouping)
  - Subcontractor(s) whose share of the work represents more than 20% of the contract.

- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium of grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information
  - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
  - For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.
- The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting** documents. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

## **2. EVALUATION AND AWARD**

### **2.1. Evaluation steps**

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- (2) Selection of tenderers on the basis of selection criteria
- (3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

### **2.2. Exclusion criteria**

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

### **2.3. Selection criteria**

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The tenderer may 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.

#### **2.3.1. Economic and financial capacity criteria and evidence**

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium) must comply with the following criterion:

- An average annual turnover of a minimum of EUR 400,000 for the last three financial years for which the accounts have been closed.

The following evidence should be provided:

- Copy of profit and loss account for the last three financial years, and a statement of overall turnover for the last three financial years for which accounts have been closed.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

#### **2.3.2. Technical and professional capacity criteria and evidence**

##### **a. Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all tenderers) must comply with the following criteria:

The tenderer must have the minimum following experience

- Participation in minimum two demonstration projects in the sector concerned by the tender in the last three years;
- Participation in minimum two research projects in the sector concerned by the tender in the last three years.

**b. Criteria relating to the team delivering the service:**

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

- technologies related to lignocellulosic biofuels;
- the production of biofuels and biochemical from biomass and waste;
- experience in writing English texts for reports.

**c. Evidence:**

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

- List and description of related activities carried during the past three years;
- Publications of minimum 10 related works by the experts identified in section 2.3.2. b) during the past five years;
- Evidence of the 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.

In particular, the submitted information should include a table of the above three bullet points in paragraph 2.3.2 b) with the name of the expert(s) whose experience corresponds to the sector described in each bullet point and the page in his or her CV where the evidence can be found.

**2.4. Award criteria**

The tender will be awarded according to the best-value-for-money procedure. The technical quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

N°	Award Criteria	Weighting
1	Clarity and presentation of the tender.	10
2	Methodology to achieve the tasks: <ul style="list-style-type: none"> <li>• Quality of overall proposed methodology,</li> <li>• Methodology for the management of information.</li> </ul>	50
3	Quality of project planning: <ul style="list-style-type: none"> <li>• Organisation of the team to cope with and fulfil the obligations of the contract,</li> <li>• Timetable to execute the contract</li> </ul>	40
<b>Total number of points</b>		<b>100</b>

Tenders must score above 60% for each criterion and sub-criterion, and above 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. An equal weight is given to quality and price.

The contract will be awarded to the tender which offers the best ratio quality/price X 10.000

## 2.5. Technical offer

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

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.

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 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.

## **2.6. Financial offer**

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges (including travel and accommodation/subsistence expenses i.e. "all inclusive"). Travel and accommodation/subsistence expenses are not refundable separately. This fixed price is used for the calculation of the quality/price ratio.

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.**

## **3. TECHNICAL SPECIFICATIONS**

### **3.1 Introduction**

The European Union is promoting the use of renewable energy in transport with an objective of 10% renewable energy in transport by 2020 as set out by the Renewable Energy Directive<sup>2</sup> (RED). The use of biofuels is one way of meeting these targets. Road transport depends almost entirely on oil as a fuel at present and corresponding greenhouse gas emissions continue to increase at a high rate. Transport is the only sector where energy consumption is not expected to decrease over the next two decades if development follows business as usual scenarios. At present the main alternative to fossil based fuels in road transport are biofuels, whether liquid<sup>3</sup> or gaseous<sup>4</sup>.

The RED requires 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 sector<sup>5</sup>. 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. 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 Directive<sup>6</sup> (FQD) further sets a target of 6% reduction of Green House Gas (GHG) emissions from road transport.

Both Directives have specified identical 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.

Sustainability issues for power and heat from biomass at present are not specified in legislation but the Member States have to follow the bioenergy operations in their countries and report to the Commission. Furthermore the Commission has adopted a Communication<sup>7</sup> with recommendations for national biomass sustainability rules and is considering whether to introduce sustainability criteria for power and heat from bioenergy in legislation in the future.

The impact on the GHG performance of bio-energy of emissions from land use change (direct or indirect) has been discussed extensively and although uncertainty exists on the

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<sup>2</sup> 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.

<sup>3</sup> E.g. biodiesel (Fatty acid methyl ester-FAME), bioethanol (bio-EtOH), dimethyl ether (DME), Fischer-Tropsch (FT) and hydrotreated vegetable oils (HVO).

<sup>4</sup> E.g. biomethane, derived by upgrading biogas or synthetically via gasification of biomass.

<sup>5</sup> All plans are available at: [http://ec.europa.eu/energy/renewables/action\\_plan\\_en.htm](http://ec.europa.eu/energy/renewables/action_plan_en.htm)

<sup>6</sup> 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.

<sup>7</sup> Communication from the Commission on the practical implementation of the EU biofuels and bio-liquids sustainability scheme and on counting rules for biofuels, 2010/C 160/02 of 19/06/2010.

various predictive models and their reliability there is general consensus that the issue has become important and needs to be addressed by the EU. In addition, emissions from land use (i.e., from carbon stock changes not involving land-use change) is also important, in particular for feedstocks originating from forests.

In June 2010 the European Commission issued a set of guidelines explaining how the RED should be implemented, including principles for schemes for certifying sustainable biofuels. This was based on two communications and a decision<sup>8</sup>.

In February 2012 the European Commission adopted a communication on a European Bio-based Economy<sup>9</sup> aiming to promote the production and use of bio-based fuels, material and chemicals.

The European Commission also, launched the Biofuels FlightPath for Aviation Initiative<sup>10</sup> aiming to achieve 2 million tons of biofuels in the aviation sector by 2020. Some of the value chains proposed by the industry and the technology developers for the production of paraffinic fuels under this initiative are based on the sugar platform.

Recently significant progress has been achieved of extracting sugars from lignocellulosic biomass and subsequently converting them to biofuels and/or biochemical in biorefineries. This is a completely new area of research and several companies in the EU, Brazil and the US are studying these processes. Under the 7<sup>th</sup> Framework Programme of Research and Technological Development the Commission has been supporting several grants for the production of lignocellulosic ethanol.

Lignocellulosic biomass can be a source of sugars to be further converted into valuable energy and non-energy renewable products. Biochemical and physical pre-treatment can be adopted to release sugars from cellulose and hemicellulose components, while thermochemical processes (pyrolysis) can also be used for releasing sugars or other valuable chemical intermediates, as for instance levoglucosan. Sugars can be fed to microorganisms producing lipids that are then the base for biofuel production through direct hydrogenation, or by traditional trans-esterification. Other biotechnological systems are able to produce diesel-like fuels. Thus, both diesel and aviation (jet) fuel can be addressed by the sugar platform (advanced biofuels). The same route can also be adopted towards renewable chemical production, as solvent, resins, adhesives, glycols and olefins, polymers, etc.

However there is no study available to delineate the various value chains and technology options which could assist the European Commission in developing a strategy to facilitate the development of these technologies, to describe their status, and better understanding

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<sup>8</sup>-Communication from the Commission on the practical implementation of the EU biofuels and bio-liquids sustainability scheme and on counting rules for biofuels, (2010/C 160/02), 19/06/2010,

-Communication from the Commission on voluntary schemes and default values in the EU biofuels and bio-liquids sustainability scheme (2010/C 160/01)

-Commission Decision of 10 June 2010 on guidelines for the calculation of land carbon stocks for the purpose of Annex V to Directive 2009/28/EC (*notified under document C(2010) 3751*) (2010/335/EU).

<sup>9</sup> Communication from the Commission on Innovating for Sustainable Growth: A Bioeconomy for Europe (COM(2012)

60 final) of 13/02/2012.

<sup>10</sup> [http://ec.europa.eu/energy/renewables/biofuels/flight\\_path\\_en.htm](http://ec.europa.eu/energy/renewables/biofuels/flight_path_en.htm)

the market options. Therefore there is urgent need to carry out a study on the various value chains, their development status and market potential. Such a study can be used by all stakeholders as a reference tool and eventually it could support further policy development at national or EU level.

### **3.2 Purpose of the contract**

The European Commission is launching an invitation to tender for the provision of interdisciplinary expertise with respect to the production of biofuels and bio-chemicals from the sugar platform over a maximum duration of 14 months. The information to be provided under this contract will facilitate the Commission, the stakeholders and national authorities to have detailed information and understanding on value chains and market potential of biofuels and bio-chemicals produced from sugars in the European Union and beyond.

#### Description of the Tasks

The study will:

- Carry out a literature survey addressing this topic
- Assess:
  - the status of different possible sugar platform pathways, the various products that can be produced from the sugar platform and in particular paraffinic fuels,
  - the technology opportunities and the technical barriers (such as regarding microorganism development, catalyst performance and bioprocessing),
  - any other barrier such as societal and/or regulatory
  - the variety of suitable feedstocks including lignocellulosic biomass, crops and residues as well as solid organic wastes,
  - the potential of the European industry's' global competitiveness,
  - the business cases, estimating investment and production costs and comparing cost competitiveness with current technologies,
  - environmental performances with respect to the sustainability criteria laid out in the RES directive,
  - safety issues regarding microorganisms and their use in the processing,
  - overall sustainability (techno-economic, environmental and socio-economic) for the different sugar platform pathways.
- Propose R&D needs and gaps in research aiming to improve performance yields and overcome technology barriers in particular with respect to biofuel production and facilitate large scale demonstration.
- Provide any other information that could be used to facilitate understanding of the status and eventual deployment of such technologies.
- Develop criteria and indicators that could be used to assess the socio-economic impact in relation to the local communities (e.g. financial security, social acceptance, etc).

### **3.3. Report 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 study, report, etc... to be undertaken.*

*A **second 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 **third meeting** will be held in Brussels at least 21 days following the submission of the draft final 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.*

### **3.3.1. Progress report**

*The progress report showing progress of the work shall be submitted to the Commission at the latest 6 months after the date of signature of the contract.*

*The Commission shall have thirty 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.*

### **3.3.2. Final report**

*The contractor will submit a draft final report to the Commission at the latest **12 months** after the signature of the contract.*

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

*The content of the final report is described below in section 4.1.*

### **3.3.3 Report format and publication**

*3 copies of the reports in English language shall be supplied in paper form and one copy in electronic form 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.*

## **3.4. Duration of the tasks**

The duration of the tasks shall not exceed **14 months**. This period is calculated in calendar days.

## **3.5. 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.

### **3.6. Estimate of the amount of work involved**

The amount of the work involved has been estimated at **120 man days**.

## **4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES**

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo<sup>11</sup>.

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the [Web Content Accessibility Guidelines 2.0](#) of the W3C.

For full details on Commission policy on accessibility for information providers, see: [http://ec.europa.eu/ipg/standards/accessibility/index\\_en.htm](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: <http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html>

### **4.1. Content**

#### **4.1.1. Final report**

The final report shall include:

- the final study
- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- the following standard disclaimer:

*“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein.”*

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<sup>11</sup> The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: [comm-visual-identity@ec.europa.eu](mailto:comm-visual-identity@ec.europa.eu)

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

#### **4.1.2. Publishable executive summary**

The publishable executive summary shall be provided in both in English and French and shall include:

- the following standard disclaimer:

*“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”*

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

#### **4.2. Graphic requirements**

For graphic requirements please refer to the template available at Annex 4. The cover page shall be filled in by the contractor in accordance with the instructions provided in the template. For further details you may also contact [comm-visual-identity@ec.europa.eu](mailto:comm-visual-identity@ec.europa.eu).

### **5. ANNEXES**

1. Tenderer 's Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Standard Word template for studies
5. Draft Contract

# ANNEX 1

## IDENTIFICATION OF THE TENDERER

(Each service provider, including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

### Call for tender No. ENER/C2/2012/423-1

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) <sup>12</sup>	
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:	

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<sup>12</sup> For natural persons



Fax number: E-mail address:	
<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>13</sup></b>  I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

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<sup>13</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

## ANNEX 2

### Declaration of honour on exclusion criteria and absence of conflict of interest

*(Complete or delete the parts in grey italics in parentheses)*

*[Choose options for parts in grey between square brackets]*

The undersigned (*insert name of the signatory of this form*):

in *[his][her]* own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that *[the above-mentioned legal person][he][she]* is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with 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 performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

- (Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-making or control<sup>14</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
  - declares that [the above-mentioned legal person][he][she]:
- g) has 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 affinity, family, emotional life or any other shared interest;
  - h) 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) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
  - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>15</sup> if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

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<sup>14</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

<sup>15</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

Full name

Date

Signature

# ANNEX 3

## POWER OF ATTORNEY

### mandating one of the partners in a joint tender as lead partner and lead contractor <sup>16</sup>

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:

<sup>16</sup> To be filled in and signed by each of the partners in a joint tender, except the lead partner;

**ANNEX 4**  
**Standard Word template for studies**

**Add document title 1**

*Add title 2*

## TABLE OF CONTENTS

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## 6. HOW TO USE THIS DOCUMENT TEMPLATE

### Cover page

Add the title of the document which should be center aligned. Add any other relevant information if necessary which should be left aligned on the left vertical axe of the EC logo.

The font colour of the title should be **White**.

### Page set up

- Top margin: 3.5
- Bottom margin: 2.5
- Left margin: 3
- Right margin: 2.5

### Headings and subheadings

The following styles should be used for headings and subheadings.

- Heading 1  
Font type: Verdana  
Font Size: 14  
Colour: R:38, G:54, B:115
- Heading 2  
Font type: Verdana  
Font Size: 11  
Colour: R:38, G:54, B:115
- Heading 3  
Font type: Verdana  
Font Size: 10  
Colour: R:38, G:54, B:115

Do not use capital letters for the headings/subheadings, the format should always be "sentence case", except for abbreviations.

### Body text

Font style: Verdana  
Font size: 10  
Font colour: Gray 80%

### Header

The header should include the EU flag and the reference text:

- European Commission
- The title of the document
- Font type: Verdana Italic



- Font size: 8

## **Footer**

Add the relevant name of the month and year in the footer which should appear to the left below the line.

- Font type: Verdana Italic
- Font size: 8.
- The page numbers will appear automatically.

## **Bulleted list**

The bullet should be square and the colour should be Black. For reference please see list under "Headings and subheadings". To apply the style of the list, select "List Bullet 2" from the "Style" drop down menu.

## **Hyperlinks**

By default the hyperlinks will appear in blue (colour coder: R:26, G:63, B:124), no underline.

## **Table of Contents**

This template is complete with Styles for a Table of Contents. From the **Insert menu**, choose **Reference**, then **Index and Tables**. Click on the tab "**Table of Contents**". In the "Format" box, select "From template".

**ANNEX 5**  
**DRAFT CONTRACT**