



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR ENERGY

Directorate C - Renewables, Research and Innovation, Energy Efficiency  
Director

## CALL FOR TENDERS

N° ENER/C3/2013-523

**Concerning:**

**A Single Framework contract for the provision of impact assessment studies on several possible implementing measures under the Eco-design Framework Directive of Energy Using Products (Eco-design Framework Directive) and the Framework Directive on Energy Labelling of Household Appliances (Energy Labelling Framework Directive)**

## 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 (Annex 5) 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

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's 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 is expected to represent more than 20% for some specific contracts].
- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium or 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**

### **1.1. 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.

### **2.1.1 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 criteria:

- o The tenderer (or, for a consortium, total turnover of its members) must have an average annual turnover for the last three years for which the accounts are closed of at least 1000,000.00 EUR.

The following evidence should be provided:

- Copy of the profit & loss account for the last three 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.

### **2.1.2 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:

1. The tenderer shall have successfully completed, as contractor, over the past 3 years, at least 10 projects related to the following energy efficiency specific fields: environmental impacts of products, eco-design, energy labelling, structure and functioning of the relevant markets and industrial sectors, sustainable development and social aspects. At least two of the completed studies should have a minimum value of 150.000 € (VAT included).
2. The tenderer must prove experience of working in English with at least 10 projects delivered in the last three years showing the necessary language coverage.
3. The tenderer must prove experience in engineering, economic and quantitative analysis including impact assessments and modelling as well as experience in the elaboration of questionnaires and surveying techniques

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

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

The tenderer shall propose a team of *minimum* 10 experts with very good drafting and communication skills in English. The team must be composed of members having, as the minimum, the following qualifications:

- At least 2 senior staff members with at least 8 years of professional experience in project management including overseeing project delivery, quality control of delivered services, client orientation and conflict resolution experience in projects of a value of over 100.000 EUR and experience in management of a team of at least 8 people. Senior staff shall have good communication and drafting skills in English and prove experience in the fields of energy efficiency in particular, environmental impacts of products, eco-design, energy labelling, structure and functioning of the relevant markets and industrial sectors, sustainable development and social aspects.
- At least 8 qualified experts, with good communication and drafting skills in English, relevant economic, engineering or technical education (university, post-graduate level), having at least 3 years of experience in one or more of the following areas, taking into account that all areas should be covered and that at least 3 qualified experts cover each area:
  - Community policies relating to energy efficiency in particular, environmental impacts of products, eco-design, energy labelling, structure and functioning of the relevant markets and industrial sectors, sustainable development and social aspects;
  - engineering, economic and quantitative analysis, modelling, elaboration of questionnaires, surveying techniques

**c. Evidence:**

The following evidence should be provided to fulfil the above criteria:

- A list of relevant services provided in the past three years, with sums, dates and recipients, public or private;
- A report of the average annual manpower in the last three years and the number of staff at senior and junior level, broken down by managerial level, data handling, surveying, research, engineering, economic and statistical analyst staff; as well as detailed curriculum vitae of each team member proposed for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.
- The tenderer should provide an indication of the in-house available information and of contacts (e.g. with industry associations, participation in specialist networks etc) allowing easy access to comprehensive information necessary for the tender.
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. CVs shall include his or her educational background, degrees and diplomas, professional experience,

research work, publications and linguistic skills Each CV provided should indicate the intended function in the delivery of the service.

#### 2.4. Award criteria

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

N°	Award Criteria	Weighting (pts.)
1	<p><b><u>Quality of the proposed methodology of work</u></b></p> <p><b>Fulfilment of the needs, the objective and the scope of the tender specifications;</b></p> <ul style="list-style-type: none"> <li>• Understanding of the objective of the tender (The tenderers must prove that they understand the objectives of the tender and the issues involved, with special focus on the specificities of the products group) (10 pts)</li> <li>• Clarity, completeness and full coverage of the tasks (15 pts.).</li> <li>• Quality and appropriateness and level of detail of the proposed approach for (30 pts): <ul style="list-style-type: none"> <li>➤ gathering data and managing any kind of analysis required under the Framework contract, and respect of the Commission's impact assessment and evaluation requirements .</li> <li>➤ structuring, analysing and evaluating/assessing a choice of policy options according to defined objectives.</li> </ul> </li> <li>• Quality and appropriateness of proposed tools for validating, analysing modelling and presenting information. (15 pts)</li> </ul>	70
2	<p><b><u>Organisation of the work</u></b></p> <p>This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.</p>	20



3	<p><b><u>Quality control measures</u></b></p> <p>This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.</p>	10
<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.

$$\text{Score for tender A} = \frac{\text{Price of lowest tender}}{\text{Price of tender A}} \times 0.3 + \frac{\text{Total quality score for award criteria for tender A}}{100} \times 0.7$$

## **2.2. 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.

## **2.3. 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.

Tenders shall specify one **single maximum price per person-day** whatever the type of service and qualification requested. The person-day price must be a flat rate and include all administrative costs (as backstopping costs, insurance, reports, communication costs, Contractor's facilities...). with the exception of travel, daily allowances and accommodation costs. The amount quoted as the maximum price per person-day will be considered as the financial offer for the purpose of the evaluation of the price element in the award of the framework contract.

Travel and daily subsistence allowance expenses shall not be included in the single maximum price per person-day mentioned above. These costs will be indicated separately in each offer for the specific contract as the maximum amount to be paid for all tasks under that specific contract. They will be reimbursed on the basis of Articles I.3, II.18 and Annex IV of the draft Framework contract (Annex 5) up to that maximum amount.

Maximum price per person-day shall be fixed and not subject to revision during the whole duration of the framework Contract.

### 3 TECHNICAL SPECIFICATIONS

#### 3.1 Introduction and objectives of the study

The Directorate-General for Energy and in particular the unit responsible for Energy Efficiency, seeks external expertise to assist in carrying out Commission **impact assessment studies of several possible implementing measures under the Eco-design Framework Directive of Energy Using Products<sup>2</sup> (Eco-design Framework Directive) and the Framework Directive on Energy Labelling of Household Appliances<sup>3</sup> (Energy Labelling Framework Directive)**, and systematic monitoring and reporting on impacts of such implementing measures, subsequent to adoption, and other actions.

The Commission intends to conclude a **Framework contract with one organisation**.

The work under this contract will be to carry out impact assessment studies of possible implementing policy measures for **specific product groups** under the Eco-design Framework Directive and possible policy measures under the Energy Labelling Framework Directive and systematic monitoring and reporting on impacts of such implementing measures, subsequent to adoption, and other actions. More information about the Directives and the specific product groups can be found under point 3.2. of these Tender Specifications.

A "Framework contract with one organisation" means a situation whereby a Framework contract is concluded between the Commission and the selected tenderer, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during their period of validity and govern commercial relations between the Commission and the Contractor. The award procedure for the Framework contract is described under point 2.4. of these Tender Specifications.

Following the conclusion of the Framework contract the Commission may issue requests for services to the Contractor. The Contractor will then provide the Commission with a written offer for the tasks required and a specific contract will then be signed. The specific contract will specify the objectives of the tasks, stakeholder consultation, reporting,

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<sup>2</sup> Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast) - OJ L 285, 31/10/2009, p. 10.

<sup>3</sup> Directive 2010/30/EU of the European Parliament and of the Council of 19 May 2010 on the indication by labelling and standard product information of the consumption of energy and other resources by energy-related products (recast) – OJ L 153, 18.06.2010, p. 1.

organisation and timing. More information about the specific contracts for carrying out an impact assessment can be found under point 3.3 of these Tender Specifications.

The duration of the Framework contract is maximum 36 months from the date on which it is signed.

### **3.1.1 Purpose of the Framework contract**

The purpose of the Framework contract is to provide the Directorate-General with highly qualified external expertise to ensure objectivity and high-level technical services; aiming to support the Directorate-General in the design and preparation of possible implementing measures under the Eco-design Framework Directive and the Energy Labelling Framework Directive.

The work under this Framework contract will take the form of specific contracts **on impact assessment studies of product groups subject to possible implementing measures under the** Eco-design Framework Directive, possible policy measures under the Energy Labelling Framework Directive, and systematic monitoring and reporting of impacts of such implementing measures, subsequent to adoption, and other actions.

The required services are of intellectual nature in the area of environmental performance of energy using products that can be influenced by product design (policy and technical knowledge) or energy labelling, impact assessments and related services. The results of the impact assessment studies are fed into the Commission impact assessment reports that accompany possible implementing measures which the Commission may submit to the Regulatory Committee, the European Parliament, the Council, and the public. For this reason, a maximum of professionalism and stringency in the analytical process is required in carrying out these tasks.

### **3.1.2 Background**

**The Eco-design Framework Directive** provides for the setting of ecodesign requirements for energy related products (ErP). The Directive seeks to achieve a high level of protection of the environment by reducing the potential environmental impact of ErPs, which will ultimately be beneficial to consumers and other end-users.

The success of the Framework Directive depends on the implementing measures or the self-regulation by industry proposed for the particular product groups. It must be assessed on the basis of the outcome of the self-regulation or the implementing measures. Criteria for self-regulation or for setting implementing measures are defined by Articles 15 and 17 in the Framework Directive.

A methodology exists for the Ecodesign of Energy Related Products (MEErP) . The MEErP establishes a common method to be used when carrying out product specific preparatory studies.

Preparatory studies under the MEErP on specific product groups are carried out in order to identify and recommend ways during the design phase to improve the environmental performance of the product throughout its lifecycle.

Some preparatory studies are already finalised, some are ongoing and others are about to start. The preparatory studies assess if and how eco-design requirements could be set for a particular product group, and they describe among other things market characteristics for the product, the relevant environmental aspects of the product to be covered and their technical/economical potential for improvement, existing relevant legislation, self-

regulation by industry, standards and needs for standards to be developed. The studies also give a description of which eco-design requirements can be used as suitable measures to achieve targets like "Best Available Technology" or "Least Life Cycle Cost" (BAT or LLCC).

**The Energy Labelling Framework Directive** has been in place for 20 years. The Commission has adopted implementing Directives, and after the adoption of the new Framework Directive, delegated Regulations, covering several appliances. The overall objective of the Framework Directive is to promote energy savings by pulling the market towards more energy efficient products, by raising consumers' awareness throughout the compulsory labelling of products at the point of sales.

Depending on results of Eco-design preparatory studies it may be necessary to carry out impact assessments of possible implementing measures under the Energy Labelling Framework Directive, either in addition to, or instead of Eco-design measures.

### **3.2 Description of services**

The services that are required under this Framework contract will support the Directorate-General in its work to inform policy-makers with an objective and unbiased judgement of the likely impacts of different policy options. The services have to be carried out according to the procedural requirements stated in this paragraph, adaptations thereto in the course of the contract and any further guidance given by the Commission.

#### **3.2.1. The Product Groups under the Eco-design and Energy Labelling Framework Directives**

The impact assessment studies on product groups under the Eco-design Framework Directive will evaluate the economic, environmental and social impacts and administrative cost of possible different policy options for implementation/achieving the appropriate specific and generic eco-design requirements or energy labelling requirements.

The final reports of the preparatory studies will provide key information on the product groups. The tenderer should however also be able to provide additional information needed to validate and complement the information in the preparatory studies in order to carry out comprehensive impact assessment studies (including, if appropriate, relevant application areas not analysed in the preparatory studies which can emerge from stakeholder consultation). This will require them to have sufficient understanding of the technical and engineering aspects of the products and of the market for the product to be able to estimate the impact of possible exemptions or changes to definitions of scope, formula and levels of requirements or other changes that may emerge from stakeholder consultation.

The list below indicates the product groups and systems which contain products which may be covered under this Framework contract. The list of product groups may be changed depending on the progress of the preparatory studies or on updating of the working plan<sup>4</sup>.

1. Uninterruptible power supplies (UPS);
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<sup>4</sup> As required in Article 16 (1) of the Eco-design directive "*a working plan shall set out for the following three years an indicative list of product groups which will be considered as priorities for the adoption of implementing measures*".

2. Window products for buildings;
3. Smart Meters/Appliances;
4. Lighting Controls/Systems;
5. Waste water and other pumps for fluids with high solid content;
6. Pumps for swimming pools, pools etc. and large drinking water pumps;
7. Special and large motor systems not covered by Regulation 640/2009;
8. Compressor systems.

The indicative policy options for the product groups to be analysed are:

- "Business as Usual" ("zero option", i.e. no new implementing measure or revision of existing) including, as appropriate, possible effects of relevant Community and/or third country legislation
- Introduce mandatory specific/generic eco-design requirements on products placed on the market, including, as appropriate, possible interactions with relevant Community and/or third country legislation
- Complementary or alternative policy measures as e.g. energy labelling under the Energy Labelling Framework Directive (mandatory/voluntary)
- self-regulation (if proposed by an interested party)
- a combination of policy options, as appropriate

The Commission may elaborate on additional possible policy options for specific product groups. Further, the preparatory studies of the different product groups can give specific examples of possible policy options to be considered for the product groups in question.

### **3.2.2. Impact assessments**

Impact Assessments are one of several concrete actions the Commission has taken to improve the way it designs policy<sup>5</sup>. Impact assessment is a process aimed at structuring and supporting the development of policies, which requires considering the economic, social and environmental impacts of new proposals as well as their administrative costs. The Commission has developed specific guidelines, integrating and replacing previous single-sector type approaches for impact assessments<sup>6</sup>.

The purpose of the impact assessment process is to assess, in a systematic and organised way, possible policy options for public interventions and their likely economic, social and environmental impacts. . Impact Assessments should be based on facts, e.g. statistics; other relevant data sets, case studies, literature reviews, surveys and interviews, and include the requirement of modelling of various scenarios and the impact of measures. The Impact Assessment is an integral part of the Commission's policy design process and allows taking decisions in the light of the best available evidence. Impact assessments are thus aids to decision making, not a substitute for political judgement.

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<sup>5</sup> The Better Regulation package (COM (2002)275 final, COM (2002)278 final and COM (2005)97 final),.

<sup>6</sup> SEC(2005)791, 15.6.2005, with update of 15 March 2006, plus Annex to the guidelines updated on 15 March 2006

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

- Problem definition: description of problem, and delineation of its extent. Identification of stakeholders and affected public; establishing the causes and basis of the EU's right to act.
- Objectives: set objectives at several levels that correspond to the problem that is to be addressed, its root causes; elaboration of the intervention logic; ensuring consistency with other EU policies and strategies.
- Policy options: identification of policy options and screening of appropriate delivery mechanisms; measuring against criteria of effectiveness, efficiency and consistency
- Consultation of interested parties: The contractor will run focused consultations with directly affected interested parties. The Contractor will present to the Commission services a plan covering the consultation process. The plan will describe the objective of the consultation(s), relevant target groups; appropriate consultation tool(s); consultation time(s) and consultation document(s). The consultation(s) must be carried out according to the Commission's general principles and minimum standards for consultation set out in the Commission Communication "Towards a reinforced culture of consultation and dialogue".<sup>7</sup> The Contractor is also expected to supply support for consultations that will take place in the Consultation Forum under the Ecodesign directive (Article 18 of Directive 2009/125/EC).
- Analysis of impacts: identification and qualitative and quantitative analysis of the most significant economic, social and environmental impacts (including through modelling); considering the risks and uncertainties in the policy choices including obstacles to compliance and impact on administrative costs.
- Comparison of policy options: weigh-up positive and negative impacts and present in a clear and accessible manner aggregated and disaggregated results, presentation of comparisons between options by area. An economic cost benefit analysis shall be included, and policy options ranged on this basis.
- Monitoring and evaluation: identification of core progress indicators for key objectives; outline of possible monitoring and evaluation arrangements for policy proposals.

The tenderer must be able to **carry out up to 7 impact assessment studies in parallel**. The estimated average duration of an impact assessment study is 10 months, but can be shorter or longer depending on the product group.

The length and concrete timing of each study will be defined in the specific contract.

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<sup>7</sup> COM(2002) 704, of 11 December 2002

### **3.3. Duration of the Framework contract**

The duration of the Framework contract shall not exceed 48 months. This period is calculated in calendar days.

The length and concrete timing of each impact assessment study will be defined in the specific contract for each impact assessment study.

### **3.4. Specific Contracts under this Framework Contract**

Each time the Contracting Authority will request a specific contract an invitation to submit an offer will be sent (by e-mail) to the Contractor. The e-mail will contain a request for services and the related specific terms of reference.

Within 15 calendar days, the Contractor will provide the Contracting Authority with a written offer.

This offer shall detail the methodology, the deliverables, the composition of the team, the duration of work and the global price (including all expenses, with a labour cost component based on a "person-day" price which cannot exceed the one agreed in the framework contract).

The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract (see Annex 6: Article II.3.1 of the draft contract). They must declare in the offer their contractual relations during the last five years with any stakeholders and/or companies directly involved in the programmes, projects and legislative activities, concluded or subcontracted by the Directorate-General Energy, in relation with the Ecodesign and Energy Labelling Directives (Directives 2009/125/EC and 2010/30/EU). During the validity period of this framework contract, the Contractor must declare any changes in its situation regarding the contractual relations referred to in this paragraph. For each specific contract the Contractor and if applicable, the members of the group or association carrying out the task under the specific contract, will have to sign a declaration stating that he/she has no conflict of interest.

Request for offers are only exploratory and do not imply a commitment for the Commission to assign the service.

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

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

#### **3.4.1. Reports and documents to produce**

The specific contract under this framework contract shall determine the number, timetable and type of reports to be produced. Contractors can expect the following:

1. an inception report (defining the methodology)

2. a progress report (other type of report might be agreed in a specific contract)
3. a draft final report
4. a final report in accordance with the format established by Commission rules. (point 4 of the tender specifications)

The reports shall be sent to the Commission by the date fixed in the specific contract. The Commission shall be informed of any delay in meeting the deadline. The Commission will have the time specified in the specific contract to make comments and to suggest any amendments to the reports.

On the receipt of the Commission's comments, the Contractor will revise the report and the amended version will be sent to the Commission within the time specified in the specific contract.

In principle, the deadlines set out in the specific contract cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or the 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.

Each report (inception report, draft final report and the final report) should be delivered in an electronic version (sent by e-mail), in MS Word format or Excel format (if figures). Additionally, the final agreed report shall be also delivered in up to ten hard copy versions (printed paper). The reports are addressed to policy-makers as an aid to decision-making. They have to be drafted in a proper literate manner and fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.), using simple and non-technical language for a non-specialised audience. Technical explications shall be given in annexes.

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.

**Instructions regarding the content, structure and graphic requirement of the final deliverables are provided under point 4 of the present terms of reference.**

### **3.5. Organisation of Work**

- **Place of performance**

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

- **Language**



The Communication language between the Commission and the awarded Contractor shall be in English. The deliverables as such will have to be submitted in English.

- **Kick-off meeting**

A kick-off meeting will take place in Brussels at the latest 20 calendar days following the entry into force of the framework contract.

### **3.6. Changes in the team**

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

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

The maximum total amount to be paid by the Commission under the Framework Contract shall be EUR 2.000.000 Specific contracts will not be signed once the budget is exhausted.

All reimbursable expenses are included in this maximum amount and shall be reimbursed in accordance with article II.16 of the Framework contract up to a maximum amount of EUR 50.000 throughout performance of the Framework contract and up to a maximum amount of EUR 6.000 for each specific contract.

## **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>8</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>

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<sup>8</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)

## 4.1. Content

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

The final study report shall include:

- 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.”*

- 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. Structure

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

### **a) “written sample”**

The “written sample” shall be drafted in text format. The text will have to be written in English and according to the reporting format of the Commission Impact Assessment guidelines in force.

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

***Title page:***

- Title and nature of evaluation/impact assessment
- Title of policy/programme/activity, generation, duration
- Identification of author, date of submission, commissioning service
- Disclaimer

***Table of contents:***

- Main headings and sub-headings
- Index of tables, figures and graphs

***Annexes:***

- Terms of reference
- References and sources
- Financial overview of the programme/project (if relevant)
- List of stakeholders interviewed
- Transcripts of interviews
- Glossary of terms
- Additional tables (if applicable)

**b) “presentation sample”:**

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

#### **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 ENER/C3/2013-523

<b>Identity</b>	
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>9</sup>	
<b>Address</b>	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
<b>Contact Person</b>	
Surname:	
First name:	
Title (e.g. Dr, Mr, Ms) :	
Position (e.g. manager):	

---

<sup>9</sup> For natural persons



Telephone number: 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>10</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:

---

<sup>10</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>11</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>12</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.

Full name	Date	Signature
_____		

<sup>11</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>12</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



# ANNEX 3

## POWER OF ATTORNEY

**mandating one of the partners in a joint tender as lead partner and lead contractor** <sup>13</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 I, 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 I, 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>13</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**







European  
Commission

**Add document title 1**

*Add title 2*

## **Table of Contents**

How To Use This Document Template.....	3
Cover page .....	3
Page set up.....	3
Headings and subheadings .....	3
Body text .....	3
Header .....	3
Footer .....	4
Bulleted list.....	4
Hyperlinks .....	4
Table of Contents .....	4

## **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.

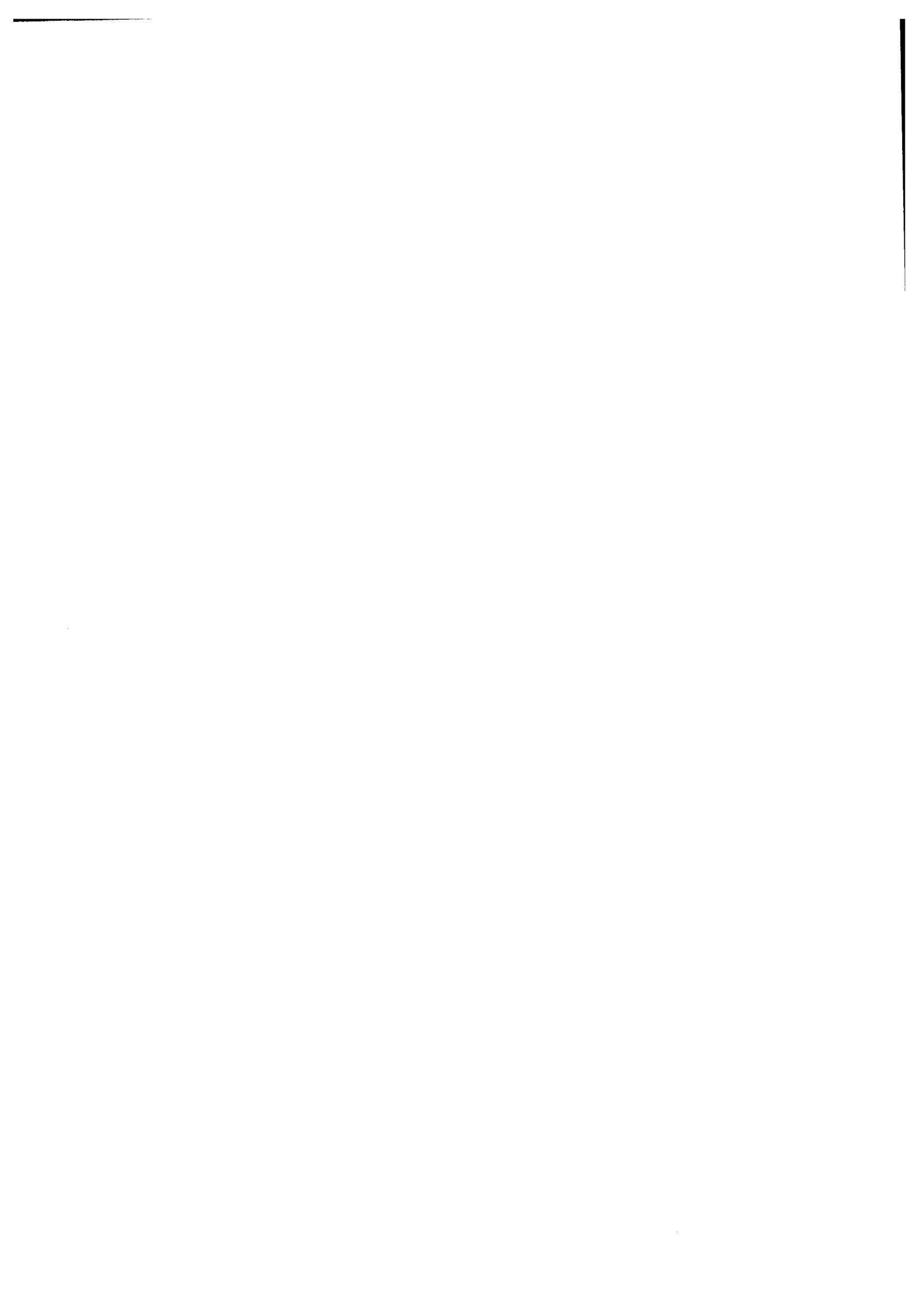
### **Hyperlinks**

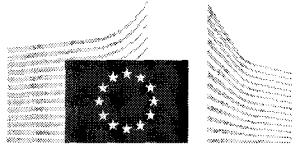
By default the hyperlinks will appear in blue (colour coder: R:26, G:63, B:124), no underline.

### **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**





EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR ENERGY

Directorate C - Renewables, Research and Innovation, Energy Efficiency

## FRAMEWORK SERVICE CONTRACT

FRAMEWORK CONTRACT NUMBER – **ENER/C3/2013-523**

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mrs Marie Donnelly, Director in the Directorate-General for Energy, Directorate for Renewables, Research and Innovation, Energy Efficiency,

on the one part, and

[*full official name*]

[*official legal form*]<sup>1</sup>

[*statutory registration number*]<sup>2</sup>

[*full official address* ]

[*VAT registration number*]

[(hereinafter referred to as 'the contractor'),][represented for the purposes of the signature of this framework contract by [*forename, surname and function,*]]

[The parties identified above and hereinafter collectively referred to as the 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this framework contract.]

on the other part,

<sup>1</sup> Delete if contractor is a natural person or a body governed by public law.

<sup>2</sup> Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

HAVE AGREED

to the **special conditions**, the **general conditions for service framework contracts**, the **model specific contract** and the following annexes:

- Annex I** – Tender specifications (reference No [*complete*] of [*insert date*])
- Annex II** – Contractor's tender (reference No [*complete*] of [*insert date*])
- Annex III** – Daily allowances

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

- The terms set out in the special conditions shall take precedence over those in the other parts of the FWC.
- The terms set out in the general conditions shall take precedence over those in the model order form and model specific contract
- The terms set out in the model order form and model specific contract shall take precedence over those in the other annexes.
- The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).
- The terms set out in the framework contract shall take precedence over those in the order forms and specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the requests for services.
- The terms set out in the requests for services shall take precedence over those in the specific tenders.



## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT MATTER**

- I.1.1** The subject matter of the FWC is to provide support to the Commission in the assessment of technical, economic, social and environmental impact of policy options considered to prepare draft measures implementing the Eco-design Framework Directive of Energy Related Products (Eco-design Framework Directive) and the Framework Directive on Energy Labelling of Household Appliances (Energy Labelling Framework Directive)
- I.1.2** Signature of the FWC imposes no obligation on the contracting authority to purchase. Only performance of the FWC through order forms or specific contracts is binding on the contracting authority.

### **ARTICLE I.2 – ENTRY INTO FORCE AND DURATION**

- I.2.1** The FWC shall enter into force on the date on which it is signed by the last party.
- I.2.2** Under no circumstances may performance commence before the date on which the FWC enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form or specific contract enters into force.
- I.2.3** The FWC is concluded for a period of 12 months with effect from the date on which it enters into force. Unless otherwise specified, all periods specified in the FWC are calculated in calendar days.
- I.2.4** The order forms or specific contracts shall be signed by both parties before the FWC expires.

The FWC shall continue to apply to such order forms and specific contracts after its expiry. They shall be executed no later than six months after its expiry.

#### **I.2.5 FWC renewal**

The FWC shall be renewed automatically up to 3 times under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

### **ARTICLE I.3 – PRICES**

- I.3.1** The maximum amount of the FWC shall be EUR 2.000.000,00 (two million euros). However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.

#### **I.3.3. Reimbursement of expenses**

In addition to the maximum total price specified in each specific contract, travel, subsistence, accommodation and shipment expenses shall be reimbursed in accordance with Article II.16, as shall other expenses provided for by the tender specifications up to a maximum amount of EUR 50.000,00 [*fifty thousand euros*] throughout performance of the FWC and up to a maximum amount of EUR 6000 [*six thousand euros*] for each specific contract.

The daily subsistence allowance referred to in Article II.16.4 (d) and the accommodation flat-rate ceiling referred to in Article II.16.4(e) shall be as listed in Annex III.

## **ARTICLE I.4 – PAYMENT ARRANGEMENTS AND PERFORMANCE OF THE FRAMEWORK CONTRACT**

### **I.4.1 Single framework contract**

Within 15 working days of a request for services being sent by the contracting authority to the contractor, the contracting authority shall receive the a specific tender back, duly signed and dated.

Within 15 working days of a specific contract being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date indicated in the specific contract.

### **I.4.2 Interim payment**

The contractor shall submit an invoice for an interim payment equal to 50 % of the total price referred to in the relevant specific contract.

Invoices for interim payment shall be accompanied by a progress report or any other document in accordance with the relevant specific contract and statements of reimbursable expenses in accordance with Article II.16. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new progress report or other documents if it is required by the contracting authority.

### **I.4. Payment of the balance**

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by the final progress report or any other document in accordance with the relevant specific contract and statements of reimbursable expenses in accordance with Article II.16. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

## **ARTICLE I.5 – BANK ACCOUNT**

Payments shall be made to the contractor's bank account denominated in [euro][*insert local currency where the receiving country does not allow transactions in EUR*], identified as follows:

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN<sup>3</sup> code:]

---

<sup>3</sup> BIC or SWIFT code for countries with no IBAN code.

**ARTICLE I.6 – COMMUNICATION DETAILS AND DATA CONTROLLER**

For the purpose of Article II.6, the data controller shall be the Director of the Shared Resources Directorate MOVE-ENER.

Communications shall be sent to the following addresses:

Contracting authority:

European Commission

Directorate-General for Energy

Directorate C - Renewables, Research and Innovation, Energy Efficiency

Unit C3

1049 Brussels

Email: Florence.dinkespiler@ec.europa.eu

Contractor:

[*Ms/Mr/Mrs*]

[*Function*]

[*Company name*]

[*Full official address*]

Email: [*complete*]

**ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- I.7.1** The FWC shall be governed by Union law, complemented, where necessary, by the law of Belgium.
- I.7.2** Any dispute between the parties in relation to the interpretation, application or validity of the FWC which cannot be settled amicably shall be brought before the courts of Brussels.

**ARTICLE I.8.- EXPLOITATION OF THE RESULTS OF THE CONTRACT****I.8.1 Modes of exploitation**

In accordance with Article II.10.2 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

- (a) use for its own purposes:
- (i) making available to the staff of the contracting authority
  - (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
  - (iii) installing, uploading, processing
  - (iv) arranging, compiling, combining, retrieving
  - (v) copying, reproducing in whole or in part and in unlimited number of copies
- (b) distribution to the public:
- (i) publishing in hard copies

- (ii) publishing in electronic or digital format
- (iii) publishing on the internet as a downloadable/non-downloadable file
- (iv) broadcasting by any kind of technique of transmission
- (v) public presentation or display
- (vi) communication through press information services
- (vii) inclusion in widely accessible databases or indexes
- (viii) otherwise in any form and by any method
- (c) modifications by the contracting authority or by a third party in the name of the contracting authority:
  - (i) shortening
  - (ii) summarizing
  - (iii) modifying of the content
  - (iv) making technical changes to the content:
    - necessary correction of technical errors
    - adding new parts or functionalities
    - changing functionalities
    - providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications
  - (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
  - (vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
  - (vii) extracting a part or dividing into parts
  - (viii) use of a concept or preparation of a derivate work
  - (ix) digitisation or converting the format for storage or usage purposes
  - (x) modifying dimensions
  - (xi) translating, inserting subtitles, dubbing in different language versions:
    - English, French, German
    - all official languages of EU
    - languages used within EU
    - languages of candidate countries
- (d) the modes of exploitation listed in article II.10.4

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the contract the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

### **I.8.2 Pre-existing rights and transmission of rights**

All pre-existing rights shall be licensed to the Union in accordance with Article II.10.3.

The contractor shall provide to the contracting authority a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

**ARTICLE I.9 – TERMINATION BY EITHER PARTY**

Either party may, unilaterally and without being required to pay compensation, terminate either the FWC or the FWC and order forms or specific contracts by formally notifying the other party and by giving [one month's] notice. Should the contracting authority terminate the FWC, order forms or specific contracts, the contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. The first paragraph of Article II.14.3 shall apply.

**SIGNATURES**

For the contractor,

For the contracting authority,

[*Company name/forename/surname/function*]

Marie Donnelly, Director

signature[s]: \_\_\_\_\_

signature: \_\_\_\_\_

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

## **II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS**

### **ARTICLE II. 1 – PERFORMANCE OF THE FWC**

- II.1.1** The contractor shall perform the FWC to the highest professional standards.
- II.1.2** The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the FWC under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3** Without prejudice to Article II.4 any reference made to the contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.
- II.1.4** The contractor must ensure that the personnel performing the FWC possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.5** The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.
- II.1.6** The contractor shall be solely responsible for the personnel who executes the tasks assigned to him.

The contractor shall stipulate the following employment or service relationships with its personnel:

- (a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;
  - (b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- II.1.7** In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of one of the contractor's personnel fails to correspond to the profile required by the FWC, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC under the same contractual conditions. The contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of personnel.
- II.1.8** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under this FWC. In such an event the

contractor shall give priority to solving the problem rather than determining liability.

- II.1.9** Should the contractor fail to perform its obligations under the FWC or order form or specific contract, the contracting authority may - without prejudice to its right to terminate the FWC order form or specific contract or - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

## **ARTICLE II.2 – MEANS OF COMMUNICATION**

- II.2.1** Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number, and if applicable the order form or specific contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.

- II.2.2** Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

- II.2.3** Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

## **ARTICLE II. 3 – LIABILITY**

- II.3.1** The contractor shall be solely responsible for complying with any legal obligations incumbent on it.

- II.3.2** The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the FWC, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.

- II.3.3** The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant order form or specific contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.

- II.3.4** The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the

event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the FWC. In the event of any action brought by a third party against the contracting authority in connection with the performance of the FWC including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.

- II.3.5** The contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the contracting authority should it so request.

## **ARTICLE II. 4 - CONFLICT OF INTERESTS**

- II.4.1** The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- II.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- II.4.3** The contractor declares that it 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, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.
- II.4.4** The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.

## **ARTICLE II.5 – CONFIDENTIALITY**

- II.5.1.** The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the FWC and identified in writing as confidential.

The contractor shall:

- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the FWC, order form or specific contract without prior written agreement of the contracting authority;



- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

**II.5.2** The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

- (a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

**II.5.3** The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC, order form or specific contract an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

## **ARTICLE II.6– PROCESSING OF PERSONAL DATA**

**II.6.1** Any personal data included in the FWC shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

**II.6.2** The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

**II.6.3** The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

**II.6.4** Where the FWC requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.

**II.6.5** The contractor shall grant personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.

**II.6.6** The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:

- (i) unauthorised reading, copying, alteration or removal of storage media;
  - (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
  - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
  - (c) record which personal data have been communicated, when and to whom;
  - (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
  - (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
  - (f) design its organisational structure in such a way that it meets data protection requirements.

## **ARTICLE II. 7 – SUBCONTRACTING**

- II.7.1** The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the FWC to be de facto performed by third parties.
- II.7.2** Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.
- II.7.3** The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this FWC, notably by Article II.18.

## **ARTICLE II. 8 – AMENDMENTS**

- II.8.1** Any amendment to the FWC or order form or specific contract shall be made in writing before fulfilment of all contractual obligations. An order form or a specific contract may not be deemed to constitute an amendment to the FWC.
- II.8.2** The amendment may not have the purpose or the effect of making changes to the FWC or to order forms or specific contracts which might call into question the decision awarding the FWC, order form or specific contract or result in unequal treatment of tenderers or contractors.

## **ARTICLE II. 9 – ASSIGNMENT**

- II.9.1** The contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorisation from the contracting authority.
- II.9.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

## **ARTICLE II. 10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

### **II.10.1 Definitions**

In this FWC the following definitions apply:

- (1) 'results' means any intended outcome of the performance of the FWC which is delivered and finally accepted by the contracting authority.
- (2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party.
- (3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the FWC performance and include rights of ownership and use by the contractor, the creator, the contracting authority and any other third parties.

### **II.10.2 Ownership of the results**

The ownership of the results shall be fully and irrevocably acquired by the Union under the FWC including any rights in any of the results listed in the FWC and order forms or specific contracts, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the FWC. The contracting authority may exploit them as stipulated in this FWC or order forms or specific contracts. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of ownership of rights by the Union including all forms of use of the results.

The acquisition of ownership of rights by the Union under this FWC covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the FWC or specific contract or order form explicitly provides for it to be treated as a self-contained result.

### **II.10.3 Licensing of pre-existing rights**

The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1 or in order forms or specific contracts. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this FWC covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

## **II.10.4 Modes of exploitation**

The Union shall acquire ownership of each of the results produced as an outcome of the FWC which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (b) storage of the original and copies made in accordance with this FWC or specific contract or order form;
- (c) archiving in line with the document management rules applicable to the contracting authority.

## **II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties**

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this FWC or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

#### **II.10.6 Creators**

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

#### **II.10.7 Persons appearing in photographs or films**

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

#### **II.10.8 Copyright for pre-existing rights**

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

#### **II.10.9 Visibility of Union funding and disclaimer**

When making use of the results, the contractor shall declare that they have been produced within a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

### **ARTICLE II. 11 – FORCE MAJEURE**

**II.11.1** 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

**II.11.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

**II.11.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where

the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

**II.11.4** The parties shall take all the necessary measures to limit any damage due to force majeure.

## **ARTICLE II. 12 – LIQUIDATED DAMAGES**

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant order form or specific contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the FWC or the relevant order form or specific contract, the contracting authority may impose liquidated damages for each and every calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

*V* is the price of the relevant purchase;

*d* is the duration specified in the relevant order form or specific contract or, failing that, the period between the date specified in Article I.4.1 and the date of delivery or performance specified in the relevant order form or specific contract, expressed in calendar days

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

## **ARTICLE II. 13 – SUSPENSION OF THE PERFORMANCE OF THE FWC**

### **II.13.1 Suspension by the contractor**

The contractor may suspend the performance of the FWC or order form or specific contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC, order form or specific contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the FWC, order form or specific contract.

### **II.13.2 Suspension by the contracting authority**

The contracting authority may suspend the performance of the FWC or order form or specific contract or any part thereof:

- (a) if the FWC or order form or specific contract award procedure or the performance of the FWC prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date where the notification so provides. The contracting authority shall as soon as possible give notice to the contractor to resume the service suspended or inform the contractor that it is proceeding with termination of the FWC or order form or specific contract. The contractor shall not be entitled to claim compensation on account of suspension of the FWC or order form or specific contract or of part thereof.

## **ARTICLE II. 14 – TERMINATION OF THE FWC**

### **II.14.1 Grounds for termination**

The contracting authority may terminate the FWC, an order form or a specific contract respectively in the following circumstances:

- (a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC or order form or specific contract substantially or call into question the decision to award the FWC;
- (b) if execution of the tasks under a pending order form or a specific contract has not actually commenced within 15 days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account article II.8.2;
- (c) if the contractor does not perform the FWC or an order form or specific contract as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three or more order forms or specific contracts on this ground shall constitute ground for termination of the FWC;
- (d) in the event of force majeure notified in accordance with article II.11 or if the performance of the FWC or order form or specific contract has been suspended by the contractor as a result of force majeure, notified in accordance with article II.13, where either resuming performance is impossible or the modifications to the FWC or order form or specific contract might call into question the decision awarding the FWC or order form or specific contract, or result in unequal treatment of tenderers or contractors;
- (e) if the contractor is declared bankrupt, is 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;
- (f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- (g) if the contractor is not in compliance with its 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 it is established or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;
- (h) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
  - (i) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including in the event of submission of false information;
  - (j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC or order form or specific contract;
  - (k) if the needs of the contracting authority change and it no longer requires new services under the FWC;
  - (l) when due to the termination of the FWC with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

#### **II.14.2 Procedure for termination**

When the contracting authority intends to terminate the FWC or order form or specific contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to terminate the FWC or order form or specific contract. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

#### **II.14.3 Effects of termination**

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date of termination to draw up the documents required by the special conditions or order forms or specific contracts for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the FWC.

The contracting authority may claim compensation for any damage suffered in the event of termination.



On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

## **ARTICLE II. 15 – REPORTING AND PAYMENTS**

### **II.15.1 Date of payment**

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

### **II.15.2 Currency**

The FWC shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

### **II.15.3 Costs of transfer**

The costs of the transfer shall be borne in the following way:

- (a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,
- (b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,
- (c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

### **II.15.4 Invoices and Value Added Tax**

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the FWC reference and reference to the order form or specific contract.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

### **II.15.5 Pre-financing and performance guarantees**

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the request for services until its final acceptance by the contracting authority. The amount of the performance guarantee shall not exceed the total price of the order form or specific contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

- (a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

#### **II.15.6 Interim payments and payment of the balance**

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article III.2.2, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

#### **II.15.7 Suspension of the time allowed for payment**

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the

contracting authority reserves the right to terminate the order form or specific contract in accordance with Article II.14.1(c).

### **II.15.8 Interest on late payment**

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate) plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment period in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

## **ARTICLE II. 16 - REIMBURSEMENTS**

**II.16.1** Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

**II.16.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

**II.16.3** Travel expenses shall be reimbursed as follows:

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

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

**II.16.4** Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;

- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
- (d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
- (e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

**II.16.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

**II.16.6.** Conversion between the euro and another currency shall be made as specified in Article II.15.2.

### **ARTICLE II. 17 – RECOVERY**

**II.17.1** If an amount is to be recovered under the terms of the FWC, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

**II.17.2** If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when the contracting authority receives the full amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

**II.17.3** If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4 or in the specific contract.

### **ARTICLE II. 18 – CHECKS AND AUDITS**

**II.18.1** The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

**II.18.2** The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law

and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.

- II.18.3** The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.
- II.18.4** On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measures which it considers necessary.

- II.18.5** By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.
- II.18.6** The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

**SPECIFIC CONTRACT No [complete]**

implementing Framework contract No **ENER/C3/2013-523**

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mrs Marie Donnelly, Director in the Directorate-General for Energy, Directorate for Renewables, Research and Innovation, Energy Efficiency,

on the one part,

and

[*full official name*]

[*official legal form*]<sup>4</sup>

[*statutory registration number*]<sup>5</sup>

[*full official address*]

[*VAT registration number*]

(hereinafter referred to as "the contractor"), [represented for the purposes of the signature of this specific contract by [*forename, surname and function,*]]

[The parties identified above and hereinafter collectively referred to as 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this specific contract.]

on the other part,

---

<sup>4</sup> Delete if contractor is a natural person or a body governed by public law.

<sup>5</sup> Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

## HAVE AGREED

### **ARTICLE III.1: SUBJECT MATTER**

**III.1.1** This specific contract implements Framework Contract (FWC) No ENER/C3/2013-523 signed by the contracting authority and the contractor on [complete date].

**III.1.2** The subject matter of this specific contract is [short description of subject].

**III.1.3** The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks specified in Annex [complete].

### **ARTICLE III.2: ENTRY INTO FORCE AND DURATION**

**III.2.1** This specific contract shall enter into force [on the date on which it is signed by the last party].

**III.2.2** The duration of the execution of the tasks shall not exceed [complete] [days][months]. Execution of the tasks shall start from [the date of entry into force of this specific contract] [insert date].

The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

### **ARTICLE III.3: PRICE**

**III.3.1** The maximum total price to be paid under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

**III.3.2** In addition to the maximum total price [no reimbursable expenses are foreseen.] [expenses up to the amount of EUR [amount in figures and in words] shall be reimbursed according to the provisions of the FWC].

\*\*\*

[Option: for contractors for which VAT is due in Belgium]

[Where VAT is due in Belgium, the provisions of this specific contract constitute a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the contractor includes the following statement in the invoice(s): "Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.]

[Option: for contractors for which VAT is due in Luxembourg]

[Where VAT is due in Luxembourg, the contractor shall include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ième tiret de la loi modifiée du 12.02.79." In case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC."]

**ARTICLE III.4: PERFORMANCE GUARANTEE**

[Not applicable]

**ARTICLE III.5: EXPLOITATION OF THE RESULTS**

[Not applicable]

**ANNEXES**

Request for service No[complete]

Contractor's specific tender (No [complete] of [insert date])

**SIGNATURES**

For the contractor,

For the contracting authority,

[Company name/forename/surname/function]

Marie Donnelly, Director

signature: \_\_\_\_\_

signature: \_\_\_\_\_

Done at [Brussels], [date]

Done at Brussels, date: \_\_\_\_\_

In duplicate in English.



### Annex III

#### Daily allowances

#### Indemnités journalières pour les Etats membres de l'Union européenne

#### Daily allowances for the Member States of the European Union :

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

**Indemnités journalières pour les Etats hors de l'Union européenne (en Euro)****Daily subsistence allowances for countries outside the European Union (in Euro)**

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

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

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

Maroc	Morocco	75	130
Marshall, îles	Marshall Islands	50	135
Martinique	Martinique	70	110
Maurice, Rép.	Mauritius	60	140
Mauritanie	Mauritania	50	75
Mayotte	Mayotte	50	110
Mexique	Mexico	70	185
Micronésie	Micronesia	55	135
Moldova	Republic of Moldova	80	170
Monaco*	Monaco*	72,58	97,27
Mongolie	Mongolia	70	90
Montserrat	Montserrat	55	140
Mozambique	Mozambique	60	140
Myanmar	Myanmar	50	75
Namibie	Namibia	50	85
Nauru	Nauru	50	135
Népal	Nepal	50	135
Nicaragua	Nicaragua	50	135
Niger	Niger	50	75
Nigeria	Nigeria	50	185
Niue	Niue	50	135
Norvège	Norway	80	140
Nouvelle-Calédonie	New Caledonia	55	135
Nouvelle-Zélande	New Zealand	60	125
Oman	Oman	70	135
Ouganda	Uganda	55	180
Ouzbékistan	Uzbekistan	75	155
Pakistan	Pakistan	50	130
Palau	Palau, Republic of	50	135
Panama	Panama	50	160
Papouasie Nouvelle Guinée	Papua New Guinea	55	135
Paraguay	Paraguay	50	140
Pérou	Peru	75	135
Philippines	Philippines	60	150
Polynésie française	French Polynesia	60	135
Puerto Rico	Puerto Rico	65	140
Qatar	Qatar	65	135
Réunion	Reunion	60	90
Russie	Russian Federation	90	275
Rwanda	Rwanda	65	160
Saint Kitts et Nevis	Saint Kitts and Nevis	85	185

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

Virgès, îles (Grande-Bretagne)	Virgin Islands (UK)	75	140
Viêt-Nam	Viet Nam	50	205
Wallis et Futuna îles	Wallis & Futuna Islands	50	135
Yémen	Republic of Yemen	60	165
Yougoslavie, Rép. Féd. (Serbie et Monténégro)	Yugoslavia	80	140
Zambie	Zambia	50	135
Zimbabwe	Zimbabwe	50	115
<b>Autres pays</b>	<b>Other country</b>	60	145

\* ralié géographiquement aux pays correspondants :  
geographically linked to the following countries:  
- Andorre/Andorra : Espagne/Spain  
- Monaco : France  
- Saint Marin/San Marino : Italie/Italy  
- Vatican : Italie/Italy

#### Calcul

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

Durée du déplacement:

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

#### Calculation

Daily subsistence allowances are to be calculated as follows:

Length of mission:

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

**Form to be used for reimbursement of travel and subsistence costs**

Contract N°					
<b>Name of the traveller :</b>					
Destination & Reason :					
Departure*	Date :		Distance Km: (return trip)		
Return*	Date :		Number of days:		
*: from/to the principal place of performance of the contract					
<b>Daily subsistence allowances</b> (please include original hotel bills)					
Length of the mission :			Days		
Allowance per full day :			€	<b>a</b>	
Rate of allowances due :			Number of days	<b>b</b>	
Total allowances due :			€	<b>c=axb</b>	
<b>Transport costs</b>					
<i>Please include the original transport tickets (airplane tickets &amp; boarding cards, train tickets, ...), invoices paid to the travel agencies or airline companies, etc.</i>					
N°	Date	Currency	Amount	Exchange-rate (To be completed by the Commission)	Amount in € (To be completed by the Commission)
1					
2					
3					
4					
5					
Total transport costs :				<b>d</b>	
<b>Other costs</b>					
<i>Please specify and include the original invoices.</i>					
N°	Date	Currency	Amount	Exchange-rate	Amount in €
1					
2					
3					
4					
5					
Total other costs :				<b>e</b>	
<b>TOTAL:</b>				<b>= c +d+e</b>	

For journeys of less than 200 km (return trip) no subsistence allowance is payable.



## **ANNEX 4**

### **Standard Word template for studies**



**ANNEX 5**

**DRAFT CONTRACT**

