



EUROPEAN COMMISSION
DIRECTORATE-GENERAL ENERGY AND TRANSPORT

Brussels, 07/07/2008

INVITATION TO TENDER No. TREN/D3/467-2008

(open procedure)

Dear Sir/Madam,

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

Sustainable Energy Europe Campaign 2009-2011

This invitation to tender follows the publication of:

- the contract notice in OJEU S 139-185294 of 19/07/2008

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

Tenders must be:

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

The tender must be sent by registered mail or by private courier, dispatched not later than 05/09/2008 (the postmark or the receipt issued by the courier service serving as proof of the dispatch) to the following address:

By registered mail

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

By private courier

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

(b) **or delivered by hand**

Tenders must be delivered by hand at the **Central Mail of the European Commission** by 05/09/2008 **not later than 4 p.m.** (Brussels time), at the following address:

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

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

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

Call for tenders No. TREN/D3/467-2008
not to be opened by the internal mail department
DM 28 0/110 – Archives

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

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

4. Tenders will be opened at 10.00 am on 17/09/2008, at 28 Rue De Mot (Directorate-General Energy and Transport, mail department, ground floor, office 110 1040-Brussels).
This opening session will be public. Each tenderer may be represented by not more than one person. At the end of the opening session, the Chairman of the opening committee will indicate the name of the tenderers and the decision concerning the admissibility of each offer received. The prices mentioned in the bids will not be communicated.
5. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity and the draft contract are attached.
6. Tenders must be signed by the tenderer or his duly authorised representative and perfectly legible so that there can be no doubt as to words and figures.
7. Validity period of the tender: six months as from the final date for submission of tenders mentioned under point 2 above.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification, in the draft contract and, where applicable, waiver of the tenderer's own general or specific terms and conditions. The terms and conditions are

binding on the tenderer to whom the contract is awarded during the performance of the contract.

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

Before the closing date for submission of tenders

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

Requests for additional information must be sent in writing not later than six calendar days before the closing date for submission of tenders to the following address:

Mr Pedro Ballesteros Torres
European Commission
DM 24-4/18
B-1049 Brussels
Belgium

Fax (+ 32 2) 2966016
e-mail:pedro.ballesteros@ec.europa.eu

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

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

After the opening of tenders

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

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

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

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

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

to the specifications of the invitation to tender) and will only be processed within DG TREN as data controller, for this purpose. You may, upon request, have your personal data sent to you and rectify any inaccurate or incomplete particulars. Should you have any queries concerning the processing of your personal data, please address them to the entity acting as data controller within DG TREN. As regards the processing of your personal data, you have the right to bring the matter before the European Data Protection Supervisor at any time.

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

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

Yours faithfully,

Fabrizio Barbaso
Deputy Director-General for Energy
and Acting Director Directorate D

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No. TREN/D3/467-2008 concerning
Sustainable Energy Europe Campaign 2009-2011**

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I. SPECIFICATIONS

I.1. Introduction

Political and legal context

European energy policy must pursue the objective of a sustainable, competitive and secure supply of energy. In January 2007, the European Commission adopted proposals for an ambitious energy policy for Europe which serve as a frame for the Sustainable Energy Europe Campaign.

The Sustainable Energy Europe Campaign 2005-2008¹ was launched in a previous legal context. The expected contribution of the Campaign to those objectives was through its original aims:

- Raise the awareness of decision-makers at local, regional, national and European levels.
- Spread best practice
- Ensure a strong level of public awareness, understanding and support
- Stimulate the necessary trends towards an increase in private investments in sustainable energy technologies.

A mid-term evaluation of the Sustainable Energy Europe Campaign was finalised in November 2007, with a positive outcome. The results included a number of recommendations to improve results. The Commission decided that it was necessary to continue the Campaign with the same overall image and approach but with a number of improvements for a further two-year period.

Following the rapid developments in the energy sector, the second phase of the Sustainable Energy Europe Campaign should be even more ambitious in order to adapt to the objectives and a more integrated approach. Its aims is to contribute to the overall objectives of the EU policy by raising awareness on the opportunities offered through sustainable energy use and production and by acting as a platform to launch new promotional initiatives in co-operation with society and market stakeholders.

The second phase of the Sustainable Energy Europe Campaign is funded from the Intelligent Energy Europe Programme 2, within the framework of the Competitiveness and Innovation Programme. The scope of the Campaign shall cover the EU Member States, the Candidate and potential Candidate Countries with a timeframe of three years. The Campaign complements, supports and extends the activities developed in the frame of other EC promotion initiatives in the energy field, as for instance: “Managenergy”², the Covenant of Mayors or Thematic Promotion and Dissemination within the RTD Framework programme. Therefore, it is necessary that the Campaign liaise closely with those and other EU initiatives. It is also intended to complement actions carried out at national, regional or market levels by other parties.

The key elements of the second phase of the Campaign will then be stronger and further involvement of stakeholders, flexibility and liaison with other EU initiatives.

¹ www.sustenergy.org

² <http://www.managenergy.net/>

The Sustainable Energy Europe Campaign 2005-2008

The structure of the 2005-2008 Campaign included five major types of actors:

- **Campaign Associates**

Campaign Associates are public or neutral organisations sharing the principles of the campaign and committing for its success. Campaign Associates are expected to contribute to the recruitment of partners and to give overall higher visibility to the campaign. They are also invited to discuss with the Commission the campaign's strategy in their respective geographical area or sector of activity. Campaign Associates are directly appointed by the Commission and sign a collaboration agreement. There are currently approximately 80 Campaign Associates.

A particular sub-type of Campaign Associates is the **Media Associates**. These are media organisations that express a commitment to contribute to the values promoted in the Campaign, so that they are willing to include a number of services (articles, films, ...) on sustainable energy.

National/regional co-ordinators are a further development of the figure of Campaign Associates. Those entities are public administrations or energy agencies that accept to share with the Commission the management of the Campaign in their respective geographical areas. They decide on partnerships, organise Campaign events and allocate at least a contact person.

Italy and Germany have signed agreements. There are negotiations ongoing with other countries and regions. One of the objectives of the Campaign in this second phase is to extend this model of co-operation and sign agreements with as many countries/ regions as possible.

Energy Days organisers. Generally organised at the local, regional or national level, an Energy Day or Week aims to involve the wider public in a wide range of activities related to the production or use of renewable energy sources and energy efficiency. The types of events may vary, but they usually cover activities such as workshops, guided visits and open door days that are in line with the scope of the Campaign.

Campaign **Partners** are public and private stakeholders (local, regional and national authorities, industry, energy agencies, associations, NGOs, etc.) who are committed to a sustainable energy project or programme intended to have a significant impact upon the related energy environment in the European Union. The Sustainable Energy **Partnership** is one of the main instruments within the Campaign, designed to involve and support institutions and organizations, decision-makers and sustainable energy stakeholders. Joining the Campaign as a Partner requires submission of a proposal, its evaluation and approval by the Commission

I.2. Purpose of the contract

Overview:

This work is designed to run and co-ordinate the **Sustainable Energy Europe Campaign** for the period 2009-2011 encompassing in a horizontal way the five Campaigning areas:

- Sustainable Energy Communities
- Market Transformation
- Promotional, Communication and Educational Actions
- Demonstration and Dissemination projects
- Co-operation Programmes

All Campaigning areas refer to the concepts of the sustainable energy: energy efficiency in transport, buildings and industry, production and utilisation of renewable energy sources, responsible energy behaviour and education.

All geographical levels are considered in the Campaign: European, national, regional, local and global market initiatives.

Aim:

The second phase of the **Sustainable Energy Europe Campaign** is to extend the actions carried out under first phase: to build on the previous experiences and, keep its objectives, but include new tasks. These new tasks result from the experience of the implementation of the Sustainable Energy Europe Campaign (2005-2008) and the independent evaluation report carried out in November 2007.

In particular, the new objectives would be:

- Raise awareness of decision-makers at local, regional, national and European levels.
- Spread best practice
- Ensure a strong level of public awareness, understanding and support
- Stimulate the necessary trends towards an increase in private investments in sustainable energy technologies
- Operate in as deep as possible a co-operation scheme with national and/or regional authorities in charge of sustainable energy policies
- Become a platform of co-operation with major industry and social stakeholders, aimed at launching joint actions for promoting sustainable energy
- Reinforce the EU Sustainable Energy Week as a year-round reference for debating, promoting and disseminating ideas and policies in the field of sustainable energy.

Quantitative objectives of the Campaign. Performance indicators

The tenderer is requested to propose quantitative objectives for the three years when the **Sustainable Energy Europe Campaign (2009-2011) will be active**. The anticipated impacts/ targets to be reached need to be clearly identified.

Additionally, the tenderer needs to propose a set of performance indicators (covering the whole duration of this phase of the Campaign), and will be agreed with the Commission at the kick-start of the contract.

Although tenderers are free to decide how to present their objectives, the Commission expects to monitor two kinds of impact by the Campaign:

- Impacts directly linked to the activity of the Campaign operating team and Campaign Associates, and

- Impact of the activities and projects undertaken by Campaign Partnerships.

The list below gives some **examples** of indicative indicators:

Direct impact:

- N° of new partners
- N° of energy days, new and recurrent
- Media impact of the various deliverables and actions
- Visits and hits to websites
- Overall awareness of the Sustainable Energy Europe Campaign
- Impact of the EUSEW

Induced impact:

- Indicators related to partnerships, such as investment mobilised or energy impact of partnerships, population reached by promotional actions, etc
- N° of attendees to energy days
- Triggering effects, etc.

Objectives and indicators should be ambitious (but achievable) and coherent with the overall policy context. A thoroughly worked out tender will select a number of strategies in the most relevant sectors addressed by the sustainable energy policy: buildings, transport, corporate responsibility, consumer behaviour, citizen education, local action, renewable energy business, green energy, energy using products, etc.

Tasks to be completed:

The tenderer shall propose a set of well integrated and structured tasks to be implemented in parallel throughout the 3 year duration of the contract of the Sustainable Energy Europe Campaign (2009-2011). Each task shall entail a series of marketing and communication tools and outputs/products. Moreover, the tenderer needs also to specify clearly which are the target groups addressed by each task and at which level the task is to be implemented – local, regional, national, Community, global market.

It is considered that the second phase of the **Sustainable Energy Europe Campaign** should integrate a series of tasks as described hereafter. Under these headings, the tenderer is free to propose additional initiatives to implement the methodology and realise the aims of the Campaign.

1. Task 1. Corporate identity and logo

The Commission will provide the corporate identity and logo created for the first phase of the Sustainable Energy Europe Campaign. The tenderer shall consider that during the contract implementation it may be necessary to 'refresh' the logo and to develop graphic design related to the logo for special initiatives which are originated in the Campaign. For instance, the EU Sustainable Energy Week may need new graphic design developments each edition in order to keep visual attractiveness.

2. Task 2. Sustainable Energy Europe Campaign web page

The Commission keeps ownership of the websites of the Campaign: www.sustenergy.org and www.eusew.eu. The selected contractor will obtain full access to the website and its design in order to develop the tasks mentioned below.

The website is the principal means of communication with the stakeholders and the “main entrance door” to the Sustainable Energy Europe Campaign. The present www.sustenergy.org website needs a deep overhaul, concerning all sections and systems.

Tenderers are expected to propose a full-scale re-design of the website, aimed to make it more user-friendly, easy to navigate and accessible by EU citizens and companies. The impact of the website should be a key performance indicator.

Whilst the basic work should be done in English, tenderers are invited to propose cost-effective ways of maximising the volume of information translated into all EU official languages, by making use of state-of-the-art technology.

Static sections of the website must be available in all official languages.

The contractor has to maintain and update the website for the duration of the Campaign. The contractor shall verify its proper accessibility once per working day during the course of the contract period and solve any access problem that falls under its responsibility.

The website structure has to be kept compatible with the Commission’s website “Europa” for an easier integration. The contractor shall ensure that links are installed to other relevant websites. The site of the Campaign shall be widely recognised as a major European information centre and knowledge gateway for Renewable energy Sources and Energy Efficiency. In line with this objective, the tenderer has to indicate in the offer the table of contents proposed for this site in order to fulfil this ambitious role, including a methodology to ensure extensive linking to other sites and search devices. Strategies to ensure cross-linking with other major websites are welcome. The tenderer has to consult the Commission on the information that is placed in the web-site.

All the information now available should be kept and developed.

At any time the European Commission may request the move of the Website of the Campaign, its contents and structure, to the European Commission’s website “Europa”.

All publications and deliverables related to the Campaign should be made downloadable from the website. A restricted access area including database of contacts and actions, evaluation systems and other could be considered.

The website can also serve as a working tool for the team involved in the technical work related to the evaluation of partnerships. The tenderer is invited to consider this possibility.

It is recommended to budget a revision of contents before the third contractual year.

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

3. Task 3. Associates to the Sustainable Energy Europe Campaign. National/regional co-ordinators

Campaign Associates contribute to the recruitment of partners and give overall higher visibility to the campaign. A dedicated desk for Campaign Associates is necessary to ensure better impact. The main actions foreseen are the following:

- Follow-up of the implementation of the collaboration agreements
- Evaluation of the impact of each Associate in terms of enhanced visibility and/or new partnerships
- Networking activities among Associates (and eventually national co-ordinators), including between one and two general meetings
- Assistance for the recruitment of new Campaign Associates
- Co-ordination for organisation of events

Furthermore, the desk will work with the day-to-day co-ordination with national/regional co-ordinators of the Campaign.

Follow-up and impact assessment activities are, together with the co-ordination actions, the most relevant and desirable activities in this field.

Tenderers are invited to propose other approaches that may increase the impact and visibility of the Campaign.

4. Task 4. Sustainable Energy Europe Partnerships

Building on the concept developed in the first phase of the Sustainable Energy Europe Campaign, the tenderer has to keep and, if necessary, propose improvements of the Partnerships' scheme. Partnerships are basically an expression of a voluntary willingness by sustainable energy promoters throughout Europe who openly declare substantial support for the Campaign objectives through concrete projects, programmes and actions. The scheme is at present organised around the five categories mentioned in I.2. The tenderer may propose an update of these categories if deemed so.

During the first phase, the Commission services, the Campaign staff, national chapters of the Campaign and some Campaign Associates undertook the promotion of the concept in the society, attracting interested parties to become partners. A methodology to carry out these tasks is required from the tenderer. It is important to highlight that in the independent evaluation it was highlighted that the present geographical distribution of partnerships (and energy days) was not satisfactory. In particular, new Member States were insufficiently covered. Therefore consideration to this weakness is welcome.

The task also includes the setting of the scheme rules and parameters, production of publicity material, promotion of the scheme and stimulation of /support to applications (i.e. to initiate and motivate new Sustainable Energy Partnerships in European regions and communities in order to ensure a high level subscription), the production of application forms and related material, creation of a help-desk line to applicants, re-design of a database on the Partnerships and other related details. The Partnerships' applications are to be submitted directly to the Sustainable Energy Europe Campaign desk that will pre-evaluate them and submit them to the European Commission, who has the authority to decide on their appropriateness and selection. In the case of national/regional co-ordinators of the Sustainable Energy Europe Campaign, the evaluation procedure is shared with the national or regional authorities.

The tenderer has also to propose an integrated package of “services to partners”, mostly of a promotional and advice nature. Examples of promotion services, which should start with the organisation of the signature of a Partnership agreement with the European Commission and the delivery of the related certificate, can include a wide variety of marketing strategies and tools, placement of information on the Partnerships achievements at events and trade fairs, media-communication campaigns, etc. Services can also be of an advice nature, e.g. showing to Partners the way to improve their local work by offering marketing and communication advice. Tenderers are not bound to follow the first phase approach, but to propose freely the most cost-effective strategies in their view.

5. Task 5. Sustainable Energy Europe Awards

This task will build on the successful concept developed for the first phase of the Campaign. Applications should be confined to Sustainable Energy Partnerships. A high-level awards jury, chaired by the Commission, will be set up to nominate the winners. The task includes the promotion and organisation of the whole competition, including the production of the Prizes and the setting up of a suitable prestigious ceremony, at the occasion of the EUSEW. While tenderers are not requested to include a budget for hiring venues for most events, in the case of the Awards it is requested to consider a venue other than the Commission's buildings, with social prestige for this kind of ceremonies.

The promotion and wide recognition of the awards is considered of the highest importance to the success of the Campaign. A strategy to maximise the impact and prestige of the awards is recommended.

6. Task 6. The EU Sustainable Energy Week (EUSEW)

The EU Sustainable Energy Week (EUSEW) is the central event of the Sustainable Energy Europe Campaign. Within the context of this contract it consists of the co-ordination and logistic support to the organisation of a high number of events, around 80 in several venues in various Member States.

The EUSEW approach is co-operative and decentralised, so that the tenderers are not expected to propose a top-down organisational approach, but the following tasks:

a) *Secretariat of the EUSEW*

In charge of assisting the Commission for the preparation of the programme and overall logistics support. The main tasks of the Secretariat are:

- draft agendas, send invitations, prepare handouts and write the minutes of co-ordination meetings
- produce proposals for guidelines for operation for the event organisers, media strategy, presentation of the events, promotional material.
- draft programmes of events and leaflets, and shipping them to the event organisers

- act as a helpdesk for all event organisers, including provision of assistance related to the website.
 - prepare reports on each EUSEW edition, including photographic report and evaluation by attendees.
 - promote the concept, screen organisers' requests and direct to the EC interesting proposals, mostly for events outside Brussels
 - keep a desk for communication with attendees
 - setting up and managing welcome desks at EU buildings at Brussels
 - provide guidelines for event organisers concerning preparation, collection and uploading of event presentations and upload of presentations at the website
- b) ***Update, revision and maintenance of EUSEW website (www.eusew.eu).***

The EUSEW website, created in 2006, should be updated or revised in order to:

- keep all contents of previous EUSEW editions into separate areas
- each year, create a new homepage announcing the new EUSEW, including new banner with a design that is based on the preceding EUSEW
- create and operate Oracle-based databases for overall administrative co-ordination, events, participants and inscription facilities;
- operate an on-line helpdesk to assist event organisers in relation to the upload of their information in the website.
- create the map of events, including possible clustering of events, and create individual pages for each event
- manage the delegation systems to event organisers, allowing them restricted access to their corresponding event pages, including access to the registration system for their events
- include the possibility of uploading presentations for each event

The list of tasks above is not exhaustive. Tenderers are recommended to visit the website in order to decide on their proposals.

c) ***Branding and sign-posting***

The EUSEW is organised in the following Commission buildings: Charlemagne, Berlaymont. The European Parliament, the Committee of the Regions and the Economic and Social Committee may decide each year to offer their buildings as well.

Tenderers should foresee the provision of branding facilities (including printing and installation only in the Commission buildings) for those buildings, including graphic design which must keep an air of family with the preceding EUSEW.

Besides, external banners, sign-post small banners and indoor branding, including graphic design, printing and installation costs, should be budgeted for all buildings (Commission's plus EP plus Committee of Regions plus ECOSOC).

d) ***Promotional and information material***

Tenderers are expected to propose the design, preparation, printing and registration of at least a promotional leaflet and a detailed programme per EUSEW edition. Optional approaches will be considered.

Other deliverables such as the design, production and distribution of badges and badge holders, folders for the welcome packs, press packs, etc, should be included in the tender.

The graphic design of all publications must be consistent and keep an air of family with the preceding EUSEW. All deliverables must be approved ex-ante, in writing, by the Commission services.

7. Task 7. Campaign events. Promotion of the Campaign in events

At least once a year, the Campaign initiatives and achievements shall be debated and promoted at a dedicated event, which can also be organised in the framework of the EUSEW. The event should attract a good number of partners and associates to the Campaign, and should serve as a reference point for deciding new actions and strategies. This task will comprise all activities linked to the organisation of the event, from its concept to its promotion, logistic arrangements, registration, programme follow-up and proceedings. The event programme and choice of speakers/panellists is to be made in close consultation with the European Commission. Optional approaches ensuring better impact are welcome.

The Campaign may also provide the right to use the logos to organisers of events whose content and approach contributes to the objectives of the Campaign. A helpdesk and a mechanism to evaluate and select events should be proposed by the tenderers. Tenderers may also include an estimation of travel necessary for their teams to attend a number of events in order to present the Campaign. It is up to the tenderer to decide the number of events.

It is also important to present and promote the Campaign in major events, mostly those organised in areas where the Campaign is not yet well known (the evaluation of the Campaign detected a particular weakness in EU-10 and Candidate Countries). This task also involves the conceptual work and organisation of a "standard" presentation of the Campaign, its initiatives and achievements at selected exhibitions, trade shows and other events Europe-wide. The presentation should be of top quality, compatible with most widely spread systems such as PowerPoint; it should be updated at least once every three months. A number of events would be selected by the tenderer each year.

8. Task 8. Energy Days. Liaison with the Covenant of Mayors

During the period 2005-2008, more than 150 energy days were organised throughout Europe at local level, in the framework of the Sustainable Energy Europe Campaign. The recently launched Covenant of Mayors³ includes among the commitments of the cities signing up to it: "Organise Energy Days or City Covenant Days, in co-operation with the European Commission and

³ http://ec.europa.eu/energy/climate_actions/mayors/index_en.htm

with other stakeholders, allowing citizens to benefit directly from the opportunities and advantages offered by a more intelligent use of energy, and to regularly inform the local media on developments concerning the action plan".

The Commission intends then to reinforce the concept of Energy days by making it a necessary condition to all cities committed to fight climate change through sustainable energy policies. Besides, it is sensible to expect that the majority of the organisers of Energy Days will continue to do that in the future. Therefore, the Commission decided that the management of all Energy Days will be undertaken within the framework of the Sustainable Energy Europe Campaign.

This task includes the co-ordination with the team in charge of operating the Covenant of Mayors in order to ensure a correct input.

It also includes developing branding for each Energy day's activities, promoting the programme of events (e.g. on the website under Task 2 with links to local websites) and use forms of publicity to generate European public awareness involving the media and building around clear and consistent messages. It also includes the preparation of guidelines, including good practice, and the operation of a helpdesk to advice local authorities in the launch of their energy days. A system of impact assessment must also be proposed.

Any initiatives aimed in a sensible way for a more structured higher-impact approach are welcome.

9. Task 9. Media Desk

The tenderer will implement a comprehensive strategy aimed to maximise media impact and to create a platform of co-operation with media. The strategy should have three aims: maximising awareness of the Campaign itself and maximising the media multiplier effect offered by the Campaign to Campaign Partnerships and Associates, optimising co-operation in media activities with Campaign Associates and National/regional co-ordinators.

A number of media are Media Associates to the Campaign. A consideration to their role is recommended. The proposal of specific media tools is up to the tenderers.

It is of particular importance to set up concrete objectives in terms of media impact for the Campaign.

The Commission decided not to allocate any budget for advertisement purposes in the framework of the Sustainable Energy Europe Campaign.

10. Task 10. Promotional material, including publications

This task includes the design and production of all Campaign promotional material. While it is up to the tenderer to propose a full list of deliverables, the following items are considered as absolutely necessary:

- New Campaign presentation brochure in all official languages of the EU
- Newsletter in at least 6 languages (frequency to be proposed by tenderers)
- Annual catalogue of actors and actions of the Campaign, which includes all actions and partnerships in one year

- At least three short videos a year on various Campaign topics
- Tokens related to the Campaign logo to distribute during one-to-one meetings and to Campaign actors

All other possible material: posters, pop-ups, banners, stickers, folders, maps with actions or energy days, tokens for mass distribution, etc. is left at the discretion of tenderers. The frequencies of each item (except the catalogue) as well as the quality considerations are also left to the tenderers' decision. Other publications (certificates for partnerships, presentations, material specific to the EUSEW, etc.), which are mentioned in other work packages, do not need to be included here.

The policy of the Campaign is to defend multilingualism, so that translations are considered a very positive element. Given the impossibility for the Commission services to verify within a reasonable time all linguistic versions, a reliable quality control system for the translation will be highly appreciated during evaluation of tenders.

11. Task 11. Co-ordination with other actions and programmes

In addition to the above set of tasks, the tenderer will undertake the necessary measures to ensure a close day-to-day working relationship with the teams in charge of other Commission initiatives, such as the Covenant of Mayors, ManagEnergy, Concerto + and Civitas Forum. A good knowledge and frequent contact with Intelligent Energy Europe managers and beneficiaries is also a must.

The beneficiaries of the Intelligent Energy Europe programme need to be considered in the proposed methodology as potential contributors to the Campaign. Other EU initiatives, such as the Enterprise Europe Network, urban development programmes and regional initiatives should also be accounted for. More information on those initiatives can be found at http://ec.europa.eu/energy/intelligent/index_en.html

It is important to consider that the Sustainable Energy Europe Campaign is a pillar of the EU policy in the field, so that it needs to be implemented in such a way that can provide communication support to any new policy development.

Finally, the tenderer should make efforts to involve relevant local, regional, national and European stakeholders in the implementation of the tasks foreseen in this invitation to tender. Co-ordination with activities conducted by other entities at local, regional, national and European levels will be, therefore, necessary and justified.

Seeing the broad range of tasks and the complexity of some of them, tenderers are encouraged to build up a team of several organisations in order to gather the necessary expertise required.

12. Task 12. Feedback and frequent reporting to the Commission

The tenderer shall provide regular feedback to the Commission on possible developments and improvements of the Campaign on the basis of their day-to-day contact with the involved parties. Periodic activity reports for the various tasks should also be provided. The impact of the Campaign will be evaluated by independent auditors. The tenderer shall propose ways of

providing the information that allow for quick and exhaustive evaluation of the activity by third parties.

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

A methodology to attain these objectives is required from the tenderer. The methodology shall also detail the proposed deliverables.

Assistance to the contractors by the Contracting Authority:

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

- Relevant Commission's adopted communications and reports, as well as relevant Directives, Regulations and Decisions, which frame the EC strategy in the field of sustainable energy;
- All available deliverables of the Covenant of Mayors, ManagEnergy and the Sustainable Energy Europe Campaign, as well as deliverables from IEE-funded projects when relevant;
- Office space within DG TREN for the co-ordination meetings with the contractor, including projection facilities.
- The Commission's venues for conferences for the organisation of the EUSEW and other meetings in Brussels. The venue for the Awards ceremony is explicitly excluded, as it should be a prestigious venue for social activity.

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

Work Plan:

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

Duration of the work: 40 months from the signature of the contract

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

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

A **kick-off meeting** will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all the details of the tasks to be undertaken, including the outputs/deliverables to be produced and the implementation schedule for the 40 months, with a particular emphasis on the actions due during the first 12 months of the contract. The meeting will also address the application of performance indicators which is a crucial element that the tenderer must consider in the definition and implementation of the tasks as it will enable a regular estimation of the impacts achieved against a pre-defined set of targets that will be agreed by the Commission for the whole contractual period.

I.3.1. Inception report

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

I.3.2. Interim reports

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

The second interim report showing progress of the work shall be submitted to the Commission at the latest 30 months after the date of signature of the contract. This interim report will not be subject to an interim payment.

I.3.3. Co-ordination meetings

Bi-monthly formal **co-ordination meeting** with the European Commission will be held in Brussels in order to enable the contracting parties to discuss the work accomplished and achievements. The contractor will have to prepare minutes of each meeting, to be approved by the Commission, and will take full consideration of any suggestion made by the Commission. Informal co-ordination meetings will be organised at the project workload requires.

It is particularly important that the tenderers detail in their proposal the intended ways of keeping day-to-day contact with the Commission services and how they can ensure attending meetings at Brussels at short notice.

I.3.4. Final report

The contractor will submit a draft final report to the Commission at the latest 40 months after the signature of the contract.

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

I.3.5. Report format and publication

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

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

I.4. Duration of the tasks

The duration of the tasks shall not exceed **40 months**. This period is calculated in calendar days.

I.5. Place of performance

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

I.6. Estimate of the amount of work involved

The total value of the contract has been estimated at no less than 4800 equivalent person-days.

II. TERMS OF CONTRACT

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

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

II.1. Terms of payment

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

II.2. Financial guarantees

Guarantee on pre-financing

For any pre-financing higher than 100,000 EUR, a financial guarantee equivalent to the amount of the pre-financing will be requested.

Depending on the financial situation of the tenderer, the Commission may ask for the financial guarantee for amounts lower than 100,000 EUR.

II.3. Subcontracting

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

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

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

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

III. FORM AND CONTENT OF THE TENDER

III.1. General

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

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

III.2. Structure of the tender

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

III.2.1. Section One: administrative proposal

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

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

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

- Financial identification (Annex 2)

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

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

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

- Legal entities (Annex 3)

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

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

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

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

III.2.2. Section Two: Technical proposal

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

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

III.2.3. Section Three: Financial proposal

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

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

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

IV. ASSESSMENT AND AWARD OF THE CONTRACT

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

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

The aim of each of these stages is:

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

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation⁴)

1. To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:
 - (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
 - (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation⁵ for being guilty of misrepresentation in supplying the

⁴ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Community budget.

2. The cases referred to in point IV.1.1. e) above shall be the following:
 - a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

IV.1.2. Other cases of exclusion (Article 94 Financial Regulation)

Contracts will not be awarded to tenderers who, during the procurement procedure:

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

Tenderers must declare:

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

The Commission reserves the right to check the above information.

- b) **are guilty of misrepresentation** in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.
- c) find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1. above for this procurement procedure.

⁵ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

IV.1.3. Evidence to be provided by the tenderers

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

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

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

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

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

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by Directorate General for Energy and Transport and provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure,

specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Community budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules.⁶

IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS)

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

IV.2.1. Economic and financial capacity – References required

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

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

IV.2.2. Technical and professional capacity – References required

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

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

- 1) Excellent skills and proven experience in marketing, promotion and communication strategy and techniques. Proven experience in the design/conception and implementation of targeted promotion campaigns.
- 2) Sound knowledge and understanding about EU sustainable energy policy in the different sectors at EU level

⁶ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, last amended by Commission Regulation (EC, Euratom) n° 478/2007 of 23 April 2007, OJ L 111 of 28 April 2007, p.1.

- 3) Skills and proven experience in networking with market and institutional actors in relation to sustainable energy
- 4) Experience in working at EU level and in communicating with the public administrations, the relevant market actors and main stakeholders in the Member States, European Economic Area and Candidate Countries
- 5) Ambition and credibility of the objectives and performance indicators proposed
- 6) Excellent English skills. Communication skills in at least in 5 of other main EU languages are also required for the team.
- 7) Demonstrated experience in organising international events, including all logistic aspects
- 8) Skills in writing clear and concise texts for use on the web, including HTML formats with appropriate links and web-based structures, in publications, in the relations with the media and in other handouts. Proven experience in the production of promotional and information material in several languages. Proven skills in high-quality graphic design.
- 8) Reliability of the proposed systems for ensuring multilingualism

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

Tenderers should provide with their offer detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

The CV's shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

IV.3. EVALUATION OF TENDERS – AWARD CRITERIA

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

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

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

N°	Award Criteria	Weighting
1	Approach and methodology for implementing the work, quality and sustainability of the communication tools, quality of the work-plan and schedule, adequacy of data collection and evaluation techniques, pertinence of the monitoring and quality performance systems proposed for the work, reliability of the quality control for translations	30

2	Added value of the deliverables offered including innovative approaches	30
3	Overall quality, completeness, clarity and presentation of the offer	10
4	Appreciation and understanding of the needs, the objectives and the scope of the tender, credibility of the co-operation scheme, including active involvement of representatives of cities and their networks	30
Total number of points		100

b) Total price

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

IV.4. INFORMATION FOR TENDERERS

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

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

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

V. ANNEXES

2. Identification of the Tenderer
3. Financial Identification
4. Legal Entity Form
5. Declaration by the Tenderer (relating to the exclusion criteria)
6. Draft Service Contract

ANNEX 1

IDENTIFICATION OF THE TENDERER

(Each service provider , including subcontractor(s) or any member of a consortium or grouping, must complete and sign this identification form)

Call for tender TREN xx/xx/xxxx

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ⁷	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	

⁷ For natural persons

Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation⁸ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁸ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model and that a specific form for each Member State is available at the following Internet address:

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

FINANCIAL IDENTIFICATION

ACCOUNT HOLDER

NAME																																								
ADDRESS																																								
TOWN/CITY																					POSTCODE																			
COUNTRY											VAT NUMBER																													
CONTACT PERSON																																								
TELEPHONE																FAX																								
E - MAIL																																								

BANK

BANK NAME																																								
BRANCH ADDRESS																																								
TOWN/CITY																					POSTCODE																			
COUNTRY																																								
ACCOUNT NUMBER																																								
IBAN (optional)																																								

REMARKS :

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE

(Both Obligatory)

DATE + SIGNATURE of ACCOUNT HOLDER :

(Obligatory)

ANNEX 3

Legal entity form

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

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

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

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

ANNEX 4

DECLARATION BY THE TENDERER

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

1. In accordance with Article 93 of the Financial Regulation⁹, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - f) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Community budget.
2. In addition, the undersigned declares on his or her honour:
 - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform the Commission without delay of any change to this situation after the date of submission of the tender.
 - b) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

⁹ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

Done at on.....

Name

Title

Signature:

ANNEX 5



EUROPEAN COMMISSION
DG
Directorate
Unit

DRAFT SERVICE CONTRACT

CONTRACT NUMBER – []

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

of the one part,

and

[official name in full]

[official legal form (Delete if contractor is a natural person or a body governed by public law.)]

[statutory registration number Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I – Tender Specifications (Invitation to Tender No TREN/D3/442-2008 of and Monitoring

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

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

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

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

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

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

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed **30 months**. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

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

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

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

I.4.1. Pre-financing:

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

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

I.4.2 Interim payment:

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

- an interim technical report in accordance with the instructions laid down in Annex I.

- the relevant invoice(s)

provided the report has been approved by the Commission.

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

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

I.4.3. Payment of the balance:

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

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

provided the report has been approved by the Commission.

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

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

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

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

ARTICLE I.5 – BANK ACCOUNT

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

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

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

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

Commission:

European Commission
Directorate-General for energy and transports
Directorate Energy and Transport
Unit D.3
B-1049 Bruxelles

Contractor:

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

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

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

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the entity acting as data controller within DG TREN without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the entity acting as data controller within DG TREN. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE 1.9 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 2 months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken

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

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

ARTICLE II.2 – LIABILITY

II.2.1. The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

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

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

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

II.3.3. The Contractor declares:

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

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

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing :

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

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

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

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

II.4.2. Interim payment:

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

- Ø an interim technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- Ø to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- Ø to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø a final technical report in accordance with the instructions laid down in Annex I;
- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- Ø to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- Ø to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of

dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to claim interest, provided the calculated interest exceeds EUR 200. However, in the event of payment due before 1st January 2008, the Contractor may claim interest only within two months of receiving the payment. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

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

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

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

ARTICLE II.7 - REIMBURSEMENTS

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

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

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

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

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

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

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

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

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

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

ARTICLE II.9 – CONFIDENTIALITY

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

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

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

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

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

ARTICLE II. 11 – TAXATION

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

ARTICLE II.12 – FORCE MAJEURE

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

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

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

ARTICLE II.13 – SUBCONTRACTING

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

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

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

ARTICLE II.14 – ASSIGNMENT

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

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

ARTICLE II.15 – TERMINATION BY THE COMMISSION

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

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

- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months¹⁰ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

II.15.4. Consequences of termination:

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

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

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

ARTICLE II.16 – LIQUIDATED DAMAGES

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

ARTICLE II.17 – CHECKS AND AUDITS

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

ARTICLE II.18 – AMENDMENTS

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

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The

Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

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

For the Commission,
Fabrizio Barbaso
Deputy Director General for Energy and
Acting Director Directorate D

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

ANNEX I

Tender Specifications and Monitoring

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

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

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

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