



EUROPEAN COMMISSION
DIRECTORATE-GENERAL ENERGY AND TRANSPORT

Brussels, 2/02/2009

INVITATION TO TENDER No. TREN/A1/31-1-2009

(open procedure)

Dear Sir/Madam,

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

Framework contract for long-range energy modelling for the period up to 2050

The objective of the framework contract is to provide a series of long term quantitative energy outlooks for all Member States of the EU as well as for the candidate countries and by preference also for other European countries (i.e. direct neighbours such as Norway and Switzerland and possibly the countries of South East Europe).

This invitation to tender follows the publication of:

- the contract notice in OJEU S 2009/ S 21-029008

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 14/04/2009 (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 14/04/2009 **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/A1/31-1-2009
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 a.m. on 30/04/2009, at 28 Rue De Mot (Directorate-General Energy and Transport, ground floor, office 0/S31,1040-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:

European Commission
Directorate-General Energy and Transport - Unit A1
DM 28 1/100
B-1049 Brussels
Belgium

Fax (+ 32 2) 29 94857

e-mail: TREN-LONG-RANGE-ENERGY-MODELLING@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,

SIGNED

Anne HOUTMAN
Director

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. TREN/A1/31-1-2009 concerning

Framework contract for long-range energy modelling for the period up to 2050

Open procedure

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I. SPECIFICATIONS

I.1. Introduction

The development of energy strategies and policy approaches needs to be supported by robust energy analysis providing a comprehensive and consistent picture of the European energy economy and its evolution. Energy modelling is an important tool for providing such quantitative analyses of energy market trends as well as the effects of alternative framework conditions (e.g. world energy prices, macro-economic developments) or policies. Such alternative policies concern for example more vigorous policies on energy efficiency, renewables, climate change mitigation or different policies on nuclear or the further development of transport policies. In addition to providing a trend projection (baseline or reference case) with current policy approaches being maintained at current intensity throughout the projection period, energy modelling needs to show the energy consequences of changes in framework conditions or policy approaches through providing the quantitative basis for scenario analyses. The modelling work has to include the determining factors of energy and transport demand as well as the different sources of energy supplies and renewables in particular.

I.2. Purpose of the contract

The objective of the framework contract is to provide a series of long term quantitative energy outlooks for all Member States of the EU and the current candidate countries as well as – by preference – also for other European countries (i.e. direct neighbours such as Norway and Switzerland and possibly the other countries of South East Europe). Given the long lifetime of energy investment and the long term impact of energy on e.g. climate change the time horizon for the modelling should be 2050. To ensure relevance of the modelling work for the development of an Energy Policy for Europe, the scenarios and variants will be set out by the Commission. Scenarios and variants will be related to a Baseline showing current trends and policies. The Baseline is built around a fresh long-term macro-economic and energy import price outlook. Modelling country by country – by preference with the same model calibrated to each countries energy economy – will ensure better communication with Member States energy experts allowing also for regional disaggregation of EU results. The energy modelling needs to comprise the whole energy system including its driving forces, such as industrial production, heating and cooling in households and services, electric appliances as well as freight and passenger transport demand. The modelling should focus also on power sector giving due regard to CHP. It should allow for the calculation of relevant energy policy indicators, especially on energy efficiency and renewables.

The contract will use existing models and databases as the timing for deliverables does not allow for the development of new models. If a tenderer cannot yet demonstrate pertinent previous modelling through 2050, the tender should describe in detail how the extension of the time horizon will be approached to ensure rapid delivery of projections. This applies also for the geographical extension beyond the current Member States / candidate countries.

The concrete work content will be fixed in Specific Agreements between the Commission and the contractor on the basis of this framework contract. The Commission will provide an outline for the modelling services required. They may involve the identification of areas of

policy concern or the analysis of the implications of planned policy measures especially in the fields of energy efficiency, renewables and CO2 reduction including CCS and nuclear.

The work to be undertaken includes in particular:

- To develop the macro-economic outlook on which the energy modelling will be based;
- To conduct world modelling and background analysis for determining the assumed future development of energy import prices;
- To run the model(s) for the individual countries;
- To provide summary level results and analyses at country and EU level as well as, where appropriate, analyses at a wider European or the world level on the basis of the modelling results obtained.

The model(s) must be capable of providing detailed quantitative results by energy source and by sector and include projections of CO2 emissions. The model(s) should be able to handle the power sector and transport sectors in some detail. The contractor should pay particular attention to available energy efficiency studies for the calibration of both the supply and demand side of the model(s). Specific modelling efforts should be devoted to take account of policy instruments in place and under discussion, such as energy and carbon taxes, emission trading and ceilings, standards and other regulation, labelling, and voluntary agreements.

The model(s) must contain appropriate “linkages” between Energy-Transport-Economy-Environment. The energy system modelling needs to be based on economic modelling - by preference with the possibility to simulate feedbacks from the energy system to the economic system. Emission level projections are required for CO2 (for which the base-year is 1990) and should be available also for SO2, NOx, CH4 and N2O. Emissions of other pollutants should also be provided especially those relevant for transport activities. The modelling results should include price, cost and investment data. The framework contract shall include a world energy model to analyse world developments and to derive assumptions on energy import prices.

The work will use Eurostat conventions and statistical methodology and wherever possible official data sources of Eurostat and IEA in addition to the ECB/UN/World Bank/ IMF for economic data.

The work should be undertaken at the level of detail as published by the European Commission in “European Energy and Transport – Trends to 2030” in 2003 and its updates in 2005 and 2007¹.

On the basis of the framework contract, the Commission may request the provision of long range energy outlooks, i.e. either Baselines, Scenarios or Variants by means of a specific contract. The Commission may also request combinations of such baselines/scenarios/variants in order to exploit synergies between the different tasks and to optimise the administration of the modelling through the conclusion of specific agreements.

Definitions:

¹ The reports can be downloaded from the following website:
http://ec.europa.eu/dgs/energy_transport/figures/trends_2030_update_2007/index_en.htm

Baseline: A complete and internally consistent energy-economy-transport-environment outlook having the features of a development on the basis of current trends and policies against which policy scenarios and variants can be assessed. A baseline is built around a fresh long-term macro-economic and energy import price outlook.

Scenario: A complete and internally consistent view of the future being based on a set of alternative assumptions especially on policy approaches and instruments. There are substantial differences in a sub-set of the assumptions for the modelling between the baseline and each of the scenarios.

Variant: Also a complete and internally consistent view of the future however involving only a few parameters to be changed, e.g. looking at somewhat higher or lower GDP growth including the changes for the components of GDP, with subsequent evaluation of energy, transport and emission consequences.

The delivery of the modelling and analysis results takes place within the maximum time limits below:

| | |
|----------|--|
| Baseline | To be delivered within 7 months of request |
| Scenario | To be delivered within 3 months of request |
| Variant | To be delivered within 6 weeks of request |

The Baseline process has to allow for consultation with Member States experts, organised by the Commission services, on country specific modelling results. Pertinent comments of Member States experts shall be taken into account when finalising the Baseline.

The modelling work comprises in particular:

i) Collection of all the necessary information

This includes the collection of the latest statistical data and principal indicators using official statistics including energy balances (Eurostat, IEA, UN, etc) wherever available. Such data include population, GDP and its components, energy balances, transport statistics, emission statistics and the indicators on the basis of such statistics such as energy intensity, share of renewables in gross final energy consumption, renewables share in gross electricity consumption, import dependency, modal split in transport, sustainability indicators, etc. The contractor needs to be able to compare projections with statistics, e.g. the development of greenhouse gases and CO₂ in particular compared with their 1990 levels (base-year for the Kyoto protocol).

Any data supplied to the contractor by the Commission is to be treated as confidential.

ii) Execution of modelling work and checking of results

The model runs will be undertaken using a recent base-year for model calibration. The results should be calculated and available at least for every five year period i.e. 1990, 1995, 2000, 2005, 2010, 2015, ..., 2050.

The output from the model(s) must be checked against external sources to ensure that the results obtained are reasonable and robust before submission to the Commission. The results must be transparent, i.e. it must be possible to trace and explain why the results are as they are. The Commission may require the consultant to provide additional information on the modelling in order to ensure transparency of the modelling and the results in full respect of intellectual property rights. The results must be provided for countries modelled as well as aggregated into appropriate geographical groupings according to the specifications of the Commission. Data sheets on world energy developments have to be provided where appropriate.

iii) Drafting of the analysis reports

Analytical reports need to be drafted concerning the EU in its relevant geographical composition (currently EU-27), EU-15 where appropriate for reasons of comparison with historical data, EU in view of a forthcoming further enlargement (on the basis of the countries modelled). Moreover, the reporting should also be available for the complete group of European countries modelled. Finally, for those specific tasks where world modelling was undertaken analytical reports on the main results are also required.

The model output and the assumptions for each baseline, scenario and variant need to be provided for each country as well as the consolidated results at EU and at other appropriate level(s) (e.g. all European countries modelled).

The reports will place particular emphasis on the long-term trends, by sector and energy source, of the demand for energy, energy production, energy transformation in particular power and heat generation, prices, costs and investments. Transport developments should be addressed by distinguishing between passenger and freight transport by modes both in terms of transport activity and energy demand. The modelling should include projections of environmental emissions. The modelling framework shall enable exploring and reporting options for greenhouse gas abatement including the relevant energy and transport policies for achieving appropriate emission cuts. Data on investment requirements, especially in power and heat generation, should be stated and analysed. The economic, political, regulatory and environment factors influencing the market for energy will be analysed. Special emphasis will be placed on energy and transport demand and their driving forces as well as on the market conditions for renewables. The development of competition between various forms of energy will be analysed in view of renewables penetration and the overall policy objectives: energy security, environment protection and competitiveness including completion of the internal market.

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

Execution of the tasks begins after the date on which the specific agreements on the basis of this framework contract will be concluded

A **kick-off meeting** will take place in Brussels, following the signature of the first specific contract, in order to settle all the details of the modelling studies, reports, etc... to be undertaken.

1.3.1. Interim reports

An **Interim report** showing progress of the work shall be submitted to the Commission for specific contracts encompassing a wider combination of tasks on the basis of the above baselines, scenarios or variants, at a point in time (months after the date of signature of the contract) laid down in the respective specific contract.

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

1.3.2. Final report

The contractor will submit a draft final report to the Commission for each specific contract at a point in time (months after the date of signature of the contract) laid down in the respective specific contract.

The Commission shall have thirty days from receipt to approve or reject the draft final report, and the Contractor shall have 20 days in which to submit additional information or a new final report. The contractor will have to take fully into consideration any suggestion made by the Commission. Unless otherwise agreed the final version of the report on the modelling work, which shall fully reflect the Commission's comments, is to be submitted 20 days after the receipt of the Commission's comments or, if the Commission considers a meeting in Brussels on its comments to be appropriate, 20 days after this meeting.

1.3.3. Report format and publication

2 copies of the reports shall be supplied in paper form and one copy in electronic form, either in MS Word, HTML format or Excel. The most important numerical annexes have also to be provided in paper form, while extensive numerical annexes should be provided on CD or DVD in agreement with the Commission.

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.

For each country and aggregated region (e.g. EU) the following needs to be provided: a summary balance sheet broken down by relevant sectors and energy sources, a detailed sheet on power and heat generation including inputs and output as well as capacities and investments, a detailed sheet on transport including activity and energy demand data, detailed tables on energy demand in other final demand sectors, emission tables, cost/price information as well as appropriate indicators such as energy intensity, share of renewables, import dependency, carbon intensity and emission trajectories compared with the appropriate base-year.

The analytical reports at EU or other appropriate level(s) contain a description of the methodology, assumptions and an analysis of the main modelling results and are illustrated with key graphics to be produced on paper and in a mutually agreed electronic format. The reports and numerical annexes should be prepared in such a way that they can be published, which includes lay-out but not printing.

I.4. Duration of the tasks

The duration of the tasks depend on the specific contracts to be concluded. Each specific contract shall not exceed 12 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 framework contract will be concluded for a period of one year to start on the day on which the contract is signed, renewable up to three times, each time for a period of 12 months, only before expiry of the Framework Contract, by tacit agreement.

The framework contract will be for a maximum of €2 000 000 for a period of four years, that is approximately 500 000 € per year. The Commission expects to request the delivery of approximately 4 baselines, 12 scenarios and 24 variants together with their analytical reports over four years. The requests will take the form of specific contracts. The Commission shall not be liable for any compensation with respect to any variation in the actual work programme.

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

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.

Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications and should **include model and databases descriptions, examples of pertinent modelling work and technical solutions to problems raised in the specifications**. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must present in their bids a proposal on the methodology and the organisation of the work to carry out in the framework of the study.

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:

- **All tenderers must clearly indicate three different prices - one for each type of long-range energy outlook, i.e. separately for a baseline, for a scenario and for a variant.**
- 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
- **Travel and daily subsistence allowance expenses will be reimbursed in accordance with the modalities established in the specific contracts (see Art I.3.4 of the model framework contract).**
- **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 approximately contribute to a type of long-range energy outlook, i.e. separately for a baseline, for a scenario and for a variant;
 - 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 Regulation²)

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 Regulation³ for being guilty of misrepresentation in supplying the

² 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.

³ 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.

- c) find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1. above for this procurement procedure.

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.⁴

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 must demonstrate:

- Professional capacity in economic modelling and analysis;
- Working experience related to energy and transport or environment policy in the European Union
- Technical experience in computer modelling of at least five years related to the topics of this framework contract, in particular: energy, economy, transport, emissions
- Experience in the fields of energy efficiency and renewable energy sources

Professional capacity can be demonstrated by the composition of the proposed modelling and analysis team (with *curricula vitae*) and by providing samples of previous work.

⁴ 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.

In addition to a concise description of the tasks delivered during the last five years, such a list of the main services and tasks should contain related amounts, dates and beneficiaries mentioning also the sector they belong to (private/public)

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 | Quality of the proposed model(s) and methodology to establish each type of long-range energy outlook (baseline, scenario and variant) | 30 |
| 2 | Quality and content of databases to be used (level of detail, credibility of sources, coverage of all important energy sources, sectors and technologies,...) | 30 |
| 3 | Clarity and quality of the documentation for operation and for use of model(s) including detailed model descriptions | 30 |
| 4 | Demonstration of the understanding of the tender specifications | 10 |
| Total number of points | | 100 |

- b) Total price: an indicative total price will be established on the basis of the prices for each type of long-range energy outlook (baseline, scenario and variant) assuming a delivery of 4 baselines, 12 scenarios and 24 variants over 4 years.

The contract will be awarded to the tender who 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

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. 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) ⁵ | |
| 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: | |

⁵ 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 organisation⁶ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid. | |
| Surname: First name: | Signature: |

⁶ 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 Regulation⁷, 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.

⁷ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

Done at on.....
Name
Title
Signature:

ANNEX 5



EUROPEAN COMMISSION
DG
Directorate
Unit

FRAMEWORK 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 [REDACTED], Director in the Directorate-General for Energy and Transport, Directorate [REDACTED]

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 [complete] of [complete])

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

Annex III – Specific Contract

Annex IV - Daily allowances

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 specific contracts (Annex III), the latter taking precedence over 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.8 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is to provide a series of long-range energy modelling for the period up to 2050.
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through specific contracts is binding on the Commission.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.

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** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 12 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The specific contracts shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such specific contracts after its expiry, but the period of execution of the tasks may be extended only with the written agreement of the parties before such period elapses.
- I.2.5** The Contract may be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3.. Renewal does not imply any modification or deferment of existing obligations.]

ARTICLE I.3 –PRICES

- I.3.1** The price for the provision of services must be calculated on the basis of the following flat rates:
 - For a baseline: EUR [amount in figures and in words].
 - For a scenario: EUR [amount in figures and in words].
 - For a variant: EUR [amount in figures and in words].

The maximum total amount to be paid by the Commission under the Contract shall be 2 millions EUR covering all tasks executed and including reimbursement of expenditure set out in Article I.3.4.

I.3.2 Prices shall be expressed in EUR.

I.3.3 Prices shall be fixed and not subject to revision during the whole duration of the Contract and any extension.

I.3.4. In addition to the total amount specified in each specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications, up to a maximum amount determined in each specific contract. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex IV. In addition, accommodation shall be reimbursed in accordance with Art.II.7.1 up to the maximum amounts specified in Annex IV.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

Within 15 working days of a request for services being sent by the Commission to the Contractor, the Commission shall receive an estimate of the resources to be allocated for its execution, including the estimated travel expenses, with particulars in support.

Within 5 working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated.

ARTICLE I.5 – PAYMENT PERIODS

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 orders or specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1 Pre-financing:

Within 30 days of the date on which the Contractor returns the order form or specific contract and the relevant invoice, indicating the reference number of the Contract and of the order or specific contract to which it refers, a pre-financing payment of 30% of the total value of the order or specific contract shall be made.

I.5.2 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 the specific contract
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoice(s), indicating the reference number of the Contract and of the order or specific contract to which they refer.

provided the report has been approved by the Commission.

The Commission shall have thirty 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 40 % of the total amount referred to in the specific agreement shall be made.

I.5.3 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
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer.

provided the report has been approved by the Commission.

The Commission shall have thirty 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 of receipt of the relevant invoice(s) of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices equal to 70% or 30% (in the case of a submission of interim report) of the total amount referred to in the relevant order or specific contract shall be made.

[For Contractors established in Belgium, the orders shall include the following provision: “En Belgique, l’utilisation de ce bon de commande vaut présentation d’une demande d’exemption de la TVA n° 450” or an equivalent statement in the Dutch or German language. The Contractor shall include 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.6 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro⁸, 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.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. 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 [complete]
[Directorate [complete]]
[Unit [complete]]
[Postcode and city]

Contractor:

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

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Contract shall be governed by Community law complemented, where necessary, by the national substantive law of Belgium.

I.8.2 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.9 – 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 without prejudice to possible transmission to internal audit services, to the

⁸ Or local currency where the receiving country does not allow transactions in EUR.

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. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

I.10.1 If the pre-financing payment provided for in Article I.5.1 is in excess of EUR 100.000, the Contractor shall provide a guarantee for the amount equivalent to this pre-financing payment before the Commission makes it.

The guarantee may take the form of a letter of guarantee issued by a financial organisation approved by the Commission.

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 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, 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 and of the order or specific 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 each order or specific contract, 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 and of the order or specific 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.5 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.5 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 interest, provided the calculated interest exceeds EUR 200. 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 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 In the event of failure to pay by the deadline specified in the request for reimbursement, 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 that 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.

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.9 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, a pending order or a specific 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 Commission 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 under a pending order or a specific contract has not actually commenced within fifteen days 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 or a pending order or specific 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 execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable 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 of the relevant purchase 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 of the last implementation.

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 of the last implementation.

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 of the last implementation.

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. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

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 Contract, pending orders or specific contracts 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, of the orders or specific contracts, or of part thereof.

SIGNATURES

For the Contractor,

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

signature[s]: _____

Done at [Brussels], [date]

In duplicate in English.

For the Commission,

[*forename/surname/function*]

signature[s]: _____

Done at [Brussels], [date]

ANNEX I

Tender Specifications and Monitoring

ANNEX II

Contractor's Tender (No [*complete*] of [*complete*])

ANNEX III

SPECIFIC CONTRACT No [complete]

The European [Atomic Energy] 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 [.....], Director in the Directorate-General for Energy and Transport, Directorate [.....]

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

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No [complete] signed by the Commission and the Contractor on [complete date] [*and renewed on complete date.*]

III.1.2 The subject of this specific contract is [short description of subject]. [*This specific contract relates to lot [complete] of the Framework Contract.*]

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [*specified in Annex [complete].*]

ARTICLE III.2: DURATION

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

III.2.2 The duration of the tasks shall not exceed [days/months]. Execution of the tasks shall start from date of entry into force of this specific 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 III.3: PRICE

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

III.3.2 In addition to the price [*no reimbursable costs are foreseen*][*costs up the an amount of EUR ... will be reimbursed according to the provisions of the Framework contract*]

[For Contractors established in Belgium, the provisions of this 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.]

ARTICLE III.4: ANNEXE[S]

Annex A - Resources allocated

SIGNATURES

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

For the Commission,
[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in [English].

Annex IV

Daily allowances for the Member States of the European Union :

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

Daily subsistence allowances for countries outside the European Union (in Euro)

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

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

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

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|---------------------------------|----------------------------|-------|--------|
| Mayotte | Mayotte | 50 | 110 |
| Mexique | Mexico | 70 | 185 |
| Micronésie | Micronesia | 55 | 135 |
| Moldova | Republic of Moldova | 80 | 170 |
| Monaco* | Monaco* | 72,58 | 97,27 |
| Mongolie | Mongolia | 70 | 90 |
| Montserrat | Montserrat | 55 | 140 |
| Mozambique | Mozambique | 60 | 140 |
| Myanmar | Myanmar | 50 | 75 |
| Namibie | Namibia | 50 | 85 |
| Nauru | Nauru | 50 | 135 |
| Népal | Nepal | 50 | 135 |
| Nicaragua | Nicaragua | 50 | 135 |
| Niger | Niger | 50 | 75 |
| Nigeria | Nigeria | 50 | 185 |
| Niue | Niue | 50 | 135 |
| Norvège | Norway | 80 | 140 |
| Nouvelle-Calédonie | New Caledonia | 55 | 135 |
| Nouvelle-Zélande | New Zealand | 60 | 125 |
| Oman | Oman | 70 | 135 |
| Ouganda | Uganda | 55 | 180 |
| Ouzbékistan | Uzbekistan | 75 | 155 |
| Pakistan | Pakistan | 50 | 130 |
| Palau | Palau, Republic of | 50 | 135 |
| Panama | Panama | 50 | 160 |
| Papouasie Nouvelle Guinée | Papua New Guinea | 55 | 135 |
| Paraguay | Paraguay | 50 | 140 |
| Pérou | Peru | 75 | 135 |
| Philippines | Philippines | 60 | 150 |
| Polynésie française | French Polynesia | 60 | 135 |
| Puerto Rico | Puerto Rico | 65 | 140 |
| Qatar | Qatar | 65 | 135 |
| Réunion | Reunion | 60 | 90 |
| Russie | Russian Federation | 90 | 275 |
| Rwanda | Rwanda | 65 | 160 |
| Saint Kitts et Nevis | Saint Kitts and Nevis | 85 | 185 |
| Sainte-Lucie | Saint Lucia | 75 | 140 |
| Saint Marin* | San Marino* | 60,34 | 114,33 |
| Saint-Vincent et les Grenadines | St. Vincent and the Grena. | 75 | 190 |
| Salomon, îles | Solomon Islands | 50 | 120 |
| Samoa | Samoa | 50 | 135 |

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|-----------------------------------|--------------------------|-------|--------|
| Samoa Américaines | American Samoa | 70 | 135 |
| São Tome et Principe | Sao Tome & Principe | 60 | 95 |
| Sénégal | Senegal | 65 | 135 |
| Seychelles | Seychelles | 85 | 140 |
| Sierra Leone | Sierra Leone | 55 | 135 |
| Singapour | Singapore | 75 | 150 |
| Somalie | Somalia | 50 | 125 |
| Soudan | Sudan | 55 | 215 |
| Sri Lanka | Sri Lanka | 50 | 105 |
| St Marteen | St Marteen | 90 | 185 |
| Suisse | Switzerland | 80 | 140 |
| Suriname | Suriname | 55 | 125 |
| Swaziland | Swaziland | 50 | 90 |
| Syrie | Syrian Arab Republic | 80 | 145 |
| Tadjikistan | Tajikistan | 75 | 110 |
| Taiwan, Prov de Chine | Taiwan | 55 | 200 |
| Tanzanie | Tanzania, United Rep. of | 50 | 200 |
| Tchad | Chad | 65 | 145 |
| Thaïlande | Thailand | 60 | 145 |
| Timor oriental | East Timor | 50 | 110 |
| Togo | Togo | 60 | 95 |
| Tokelau, îles | Tokelau Islands | 50 | 135 |
| Tonga | Tonga | 50 | 105 |
| Trinité et Tobago | Trinidad and Tobago | 60 | 115 |
| Tunisie | Tunisia | 60 | 85 |
| Turkménistan | Turkmenistan | 80 | 150 |
| Turks et Caicos, îles | Turks and Caicos Island | 55 | 135 |
| Turquie | Turkey | 55 | 165 |
| Tuvalu | Tuvalu | 50 | 135 |
| Ukraine | Ukraine | 80 | 190 |
| Uruguay | Uruguay | 55 | 160 |
| Vanuatu | Vanuatu | 60 | 110 |
| Vatican* | Vatican* | 60,34 | 114,33 |
| Venezuela | Venezuela | 85 | 125 |
| Vierges, îles (Etats-Unis) | Virgin Islands (USA) | 55 | 140 |
| Vierges, îles (Grande-Bretagne) | Virgin Islands (UK) | 75 | 140 |
| Viêt-Nam | Viet Nam | 50 | 205 |
| Wallis et Futuna îles | Wallis & Futuna Islands | 50 | 135 |
| Yémen | Republic of Yemen | 60 | 165 |
| Yougoslavie, Rép. Féd. (Serbie et | Yugoslavia | 80 | 140 |

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|--------------------|----------------------|----|-----|
| Monténégro) | | | |
| Zambie | Zambia | 50 | 135 |
| Zimbabwe | Zimbabwe | 50 | 115 |
| Autres pays | Other country | 60 | 145 |

* rallié géographiquement aux pays correspondants :
geographically linked to the following countries:

- Andorre/Andorra : Espagne/Spain
- Monaco : France
- Saint Marin/San Marino : Italie/Italy
- Vatican : Italie/Italy

Calcul

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

Durée du déplacement:

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

Calculation

Daily subsistence allowances are to be calculated as follows:

Length of mission:

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