



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR ENERGY

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

## **CALL FOR TENDERS**

N° ENER/C3/2018-447/02

**TECHNICAL ASSISTANCE ON ASSESSING PROGRESS IN IMPLEMENTING ARTICLE 7 OF  
ENERGY EFFICIENCY DIRECTIVE AND PREPARING THE POLICY IMPLEMENTATION IN VIEW  
OF THE NEW OBLIGATION PERIOD 2021-2030**

# **TENDER SPECIFICATIONS**

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## **1. INFORMATION ON TENDERING**

### **1.1. Participation**

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations. It is also open to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the multilateral Agreement on Government Procurement<sup>1</sup> concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions it lays down.

### **1.2. Contractual conditions**

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

### **1.3. Compliance with applicable law**

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>2</sup>.

### **1.4. Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

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<sup>1</sup> See [http://www.wto.org/english/tratop\\_e/gproc\\_e/gpa\\_e.htm](http://www.wto.org/english/tratop_e/gproc_e/gpa_e.htm)

<sup>2</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

## 1.5. Subcontracting

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

Tenderers are required to identify subcontractors whose share of the contract is above 20 % and those whose capacity is necessary to fulfil the selection criteria.

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

## 1.6. Structure and content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.7)

Part B: Non-exclusion (see section 4.1)

Part C: Selection (see section 4.2)

Part D: Technical offer

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

Part E: Financial offer

The maximum contract price is EUR 300,000.00. Tenders with prices higher than the maximum will be considered unacceptable.

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

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

**The quoted price must be a fixed amount which includes all charges** (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

Part F: Power of attorney (for consortia only)

## 1.7. Identification of the tenderer

The tender must include a **cover letter** signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney. The signed powers of attorney must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

In addition the tenderer must fill and sign Annex I (identification of the Tenderer) and join it to the tender.

## **2. TECHNICAL SPECIFICATIONS**

### **2.1. Introduction and objectives of the contract**

#### **2.1.1 Framework for energy efficiency target**

Energy efficiency is one of the priorities of Europe's 2020 Strategy for smart, sustainable and inclusive growth<sup>3</sup> and its Energy strategy<sup>4</sup> and Roadmap<sup>5</sup>, and it is one of the key pillars of the 2030 EU Climate and Energy framework<sup>6</sup> because of its important contribution towards improved economic competitiveness, lower emissions and reduced energy dependency and its employment possibilities and social impacts.

The energy efficiency target is one of the three energy and climate objectives for 2020 agreed by the EU Heads of State and Government in March 2007. In the Energy Efficiency Directive (EED) this target is clearly defined as the EU energy consumption in 2020 is expected to be no more than 1,483 Mtoe of primary energy or no more than 1,086 Mtoe of final energy<sup>7</sup>.

The EED establishes a common framework of measures for the promotion of energy efficiency within the EU in order to ensure the achievement of the 20% headline target on energy efficiency by 2020 and also will contribute to the proposed target of 30% for 2030. The EED brings forward legally binding measures to step up Member States' efforts to use energy more efficiently at all stages of the energy chain – from the transformation of energy and its distribution to its final consumption. The Directive was published in the Official Journal on 14 November 2012 and entered into force on 4 December 2012. Member States had to transpose it by 5 June 2014 (apart from certain provisions for which a different transposition date was foreseen).

In line with the requirement of Article 3(2) of the EED, the Commission carried out an assessment in 2014 to review the progress towards the EU 20 % energy efficiency target for 2020. The findings were presented in the Energy Efficiency Communication<sup>8</sup> on 23 July 2014. In summary, the analysis showed that the EU is on the right track in terms of reducing its primary energy consumption which was due to some extent to economic crisis (1/3) but for large part (2/3) it was due to energy

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<sup>3</sup> COM(2010) 2020.

<sup>4</sup> COM/2010/0639.

<sup>5</sup> COM/2011/0885.

<sup>6</sup> COM(2014) 15 final.

<sup>7</sup> EED, Article 3(1)(a) as modified following the accession of Croatia.

<sup>8</sup> COM(2014) 520 final.

efficiency improvements taken by Member States which is a positive sign. The Commission assessed that in 2020 energy savings of 18 %-19 % will be achieved on EU level, i. e. missing the 20 % target in 2020 by 1 %-2 %. Hence, the Communication concluded that greater effort is needed from Member States to fully implement the existing EU energy efficiency framework and measures put in place in order to reach the EU 20% target by 2020. Furthermore, the Commission proposed in its Energy Efficiency Communication 30% as the new EU energy efficiency target for 2030 in line with the request of the European Council and explains and quantifies the contribution that an energy efficiency target of 30% in 2030 could make to reducing greenhouse gas emissions and to improving the Union's energy security, both of which are facets of an integrated framework for climate and energy policy.

In October 2014, the European Council agreed on an indicative target at the EU level of at least 27% to be reviewed by 2020, having in mind an EU level of 30%, for improving energy efficiency in 2030 compared to projections of future energy consumption based on the current criteria<sup>9</sup>.

In February 2015, the Commission adopted the Communication on the European Energy Union<sup>10</sup> in which energy efficiency was identified as key dimension to moderate energy demand by promoting the systematic use of the principle "energy efficiency first".

In this context, on 30 November 2016 (as part of the Energy Union Package "Clean energy for all Europeans") the Commission proposed a binding EU energy efficiency target for 2030 and the necessary amendments<sup>11</sup> to the EED and to the Energy Performance of Buildings Directive (EPBD) to align the energy efficiency framework with the 2030 perspective and allow the EU to reach the proposed 30% energy efficiency target for 2030. The package also included a proposal for a Regulation on an integrated Governance framework<sup>12</sup> to facilitate the achievement of the 2030 climate and energy targets thanks to the simplification and streamlining of the existing reporting and planning obligations.

The EED and the current policy framework at EU level (including the Energy Performance of Buildings Directive, the Eco-design and Energy Labelling Directives and various initiatives under the EU spending programmes such as Horizon 2020 and European Structural and Investment Funds) and measures at national level provide additional impetus to energy efficiency and are expected to contribute to significant advancements towards the EU 2020 energy efficiency target.

Many climate policies, such as the CO<sub>2</sub> performance standards for passenger cars and light commercial vehicles, also make a major contribution to improving energy efficiency. Thanks to these instruments, to national measures, to various initiatives under the EU spending programmes such as Horizon 2020 and European Structural and Investment Funds) and thanks also to an increase in EU and national financing, significant progress has been achieved by Member States in terms of energy savings over the past ten –years, contributing to the overall 2020 energy and climate policy objectives. The effectiveness and impact of energy efficiency investment funding strongly depends (*inter alia*) on the implementation of energy efficiency legislation, including the EED.

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<sup>9</sup> European Council (23 and 24 October 2014), conclusions on 2030 Climate and Energy Policy Framework.

<sup>10</sup> COM/2015/080.

<sup>11</sup> The amendments targeted only a set of Articles: 1-3, 7 and 9-11 and Annexes IV, V, VII.

<sup>12</sup> COM(2016) 759 final/2.

### **2.1.2 Implementation of Article 7 Energy Efficiency Directive 2012/27/EU**

Article 7 is a pivotal provision of the EED as it is estimated in the impact assessment of the EED<sup>13</sup> that this provision is responsible for more than a half (85 Mtoe of primary energy consumption in 2020<sup>14</sup>) of the energy savings the Member States should achieve under the EED. Article 7 EED on energy efficiency obligation schemes requires each Member State to establish an energy efficiency obligation scheme (EEOS) or alternative policies measures that would deliver a certain amount of end-use energy savings over the 2014-2020 obligation period. New national measures have to ensure major energy savings for consumers and industry alike.

In implementing this provision Member States can choose from a wide range of policy measures, energy using sectors and individual energy efficiency improvement actions. The Commission assessed that Member States actually make use of the discretion regarding policy measures, methodologies and exemptions. More than a half of Member States have chosen to implement an energy efficiency obligation scheme under the EED (for some of these Member States the EEOS is the only instrument), and other Member States have opted for an alternative approach under Article 7(9). Almost all Member States have excluded sales in transport from the calculation of the savings targets.

To support Member States a Communication was published on the implementation of the EED<sup>15</sup>, along with seven Guidance Notes in the form of Staff Working Documents on various Articles of the EED, inter alia on Article 7<sup>16</sup>.

The EED is now fully transposed in all Member States,<sup>17</sup> although there are still delays in implementing some of the measures or some of the measures are subject to assessments in order to ensure their conformity. As fully compliant implementation of the EED is vital for the expected benefits of energy efficiency and for the progress toward the 2020 EU energy efficiency targets, the Commission started in 2017 dialogues with the Member States to ensure that all the obligations and requirements of the EED are correctly reflected in the national legislation and policy.

The EED establishes interactions between the Member States and the Commission in order to ensure the achievement of the energy efficiency targets for 2020. Therefore, in accordance to Article 24 of the EED Member States shall report each year by 30 April as from 2013 on the progress achieved towards national energy efficiency targets. In addition, Member States shall submit every three years as from 30 April 2014 National Energy Efficiency Action Plans. The Commission is responsible for the assessment of the annual reports and the National Energy Efficiency Action Plans and the monitoring of the progress Member States have made towards the achievement of the national energy efficiency targets required by Article 3(1) EED and also on progress on achieving the energy savings requirements under Article 7 by end 2020.

Further information on the implementation of current energy efficiency policies is available from the regular dialogue with Member States and the reporting obligations under the EED, cf.

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<sup>13</sup> SEC(2011)779 and annexes;

<sup>14</sup> Based on the internal estimates carried out by the Commission services during the negotiations of the EED (in 2012)

<sup>15</sup> [COM\(2013\) 762 final](#).

<sup>16</sup> SWD(2013) 451 final

<sup>17</sup> COM(2017) 687 final.

Member States' Annual Reports on progress towards their national indicative energy efficiency targets<sup>18</sup>; the National Energy Efficiency Action Plans (NEEAPs) submitted every three years by Member States<sup>19</sup> with the most recent one submitted in 2017, the Commission's annual report assessing the progress of the EU towards reaching the 2020 target and checking the national implementation of the EED<sup>20</sup>. In April 2018 the Member States are required to submit their most recent Annual Reports.

Feedback on practical application at Member State level is also provided through the Concerted Action for the EED<sup>21</sup> and the building-related Concerted Action work on the EPBD<sup>22</sup>.

In the course of its dialogue, the Commission also checks that the Member States are compliant with their reporting obligations as set out in the EED. By 30 April 2017 the Member States had to notify to the Commission their Annual Report, the new NEEAPs and updated long-term building renovation strategies. As of 31 October 2017, 10 Member States failed to submit at least one of these reports.<sup>23</sup>

Keeping in mind that Article 7 EED is a key to energy savings, it is essential to step up efforts and to ensure that the policies and measures proposed in the NEEAPs submitted in 2017 are implemented effectively. Member States have reported their savings for 2015 under Article 7 EED. Across the EU savings for 2015 amounted to 28.5 Mtoe in cumulative terms. This is 15% more overall than the estimated amount of savings for 2015, assuming a linear delivery of the savings requirements to be achieved by the end of 2020.<sup>24</sup> EEOS have been introduced in 15 Member States and are responsible for the highest share of energy savings (35%).<sup>25</sup> At Member State level progress towards the estimated savings for 2015 differs significantly. While overall the EU as a whole is on track to achieve the required cumulative energy savings by 2020, greater effort is needed in the coming years from those Member States that have reported savings below the amount needed for 2015.<sup>26</sup> The Commission will continue to closely monitor the progress of Member States towards their indicative national energy efficiency targets for 2020 and EED implementation. To help disseminate best practice and guidance on EEOS and alternative measures an EU observatory has been established under the ENSPOL project financed under the Intelligent Energy Europe programme<sup>27</sup>.

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<sup>18</sup> <http://ec.europa.eu/energy/en/topics/energy-efficiency/energy-efficiency-directive/national-energy-efficiency-action-plans>.

<sup>19</sup> <http://ec.europa.eu/energy/en/topics/energy-efficiency/energy-efficiency-directive/national-energy-efficiency-action-plans>.

<sup>20</sup> COM(2017) 687 final.

<sup>21</sup> <http://www.ca-eed.eu>.

<sup>22</sup> <http://www.epbd-ca.eu>.

<sup>23</sup> [The reports notified by Member States have been published at https://ec.europa.eu/energy/en/topics/energy-efficiency/energy-efficiency-directive/national-energy-efficiency-action-plans://www.epbd-ca.eu/](https://ec.europa.eu/energy/en/topics/energy-efficiency/energy-efficiency-directive/national-energy-efficiency-action-plans://www.epbd-ca.eu/)

<sup>24</sup> COM(2017) 687 final.

<sup>25</sup> COM(2017) 687 final.

<sup>26</sup> COM(2017) 687 final.

<sup>27</sup> ENSPOL project was co-funded by the IEE, Contract N°: IEE/13/824/SI2.675067 (objective to help Member States establish and implement robust EEOS or alternative policy measures under Article 7 of the EED) – ended in 2016.

In addition, the proposed Regulation for the Governance of the Energy Union<sup>28</sup> should improve the coordination of efforts on energy efficiency and place them in the wider context of other energy policy goals and the five dimensions of the Energy Union. It will help the Commission and Member States to set their contribution and take the right corrective measures when needed.

### **2.1.3 Previous Studies**

In order to assess the policy measures and the methodologies put in place in each Member State, the Commission conducted a first external study in the course of 2014<sup>29</sup>, which provided an analysis and evaluation of notifications by Member States, i. e. national planned, proposed or adopted measures submitted to the Commission, further information provided in the NEEAPs; information on the transposition of the EED.

The Commission then contracted a second study in 2015<sup>30</sup> which aimed at assessing overall progress of the implementation of Article 7 in Member States in view of the progress report to the European Parliament and the Council. This built on the previous study and was carried out to provide a quantified assessment of progress of the national policy measures used for achieving the energy savings targets and its share towards the overall EU 2020 energy efficiency target and to assess whether the current framework provides the necessary tools for the Member States to achieve the required savings.

Finally, a third study was commissioned in order to support the Commission with the follow-up analysis and evaluation of the national measures and methodologies required for the implementation of Article 7 and Annex V and provided an in depth assessment of savings achieved by Member States in the implementation of Article 7 policy measures and the progress towards achieving the total cumulative energy savings requirements by 2020 (energy savings target) and took into account information on achieved savings as reported by Member States up to 28 June 2017<sup>31</sup>. The study also served as a thorough analysis of the EEOS, including shortcomings and best practices and as a basis for improvements of the implementation of Article 7 and Annex V in view of the Review of the EED.

Inter alia, the studies revealed issues which contribute to high risk of not delivering the planned energy savings, which are very often associated with weak methodologies on the calculation of savings established by the Member States to demonstrate how the requirements of Annex V such as "additionality", "materiality" and calculation of "lifetimes" have been taken into account. Moreover, methodologies should also indicate how the savings would be verified and monitored, and how the possible overlaps would be addressed to avoid risk of double counting (e.g. in case of the mixture of bottom-up and top-down measures). Like the first two studies already did, also the third study revealed the risks of non- or partial- and inconsistent implementation of the provisions in Article 7 and Annex V of the EED.

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<sup>28</sup> COM(2016) 759 final.

<sup>29</sup> CE Delft/ Ricardo-AEA, 2014 - Study evaluating the national policy measures and methodologies to implement Article 7 of the Energy Efficiency Directive;

<sup>30</sup> CE Delft/ Ricardo-AEA, 2015 - Study on evaluating progress of implementation of Article 7 of the Energy Efficiency Directive.

<sup>31</sup> CE Delft/ Ricardo-AEA, 2017 - 3rd follow up study on evaluating national policy measures and methodologies to implement Article 7 of the Energy Efficiency Directive.

#### **2.1.4 Conformity assessments by the Commission**

While the EED has been fully transposed in all Member States, the Commission therefore closed all the infringement proceedings for non-communication. Nevertheless, there are still delays in implementing some of the measures. Because of the earlier notification deadline required (5 December 2013) the Commission started a non-conformity assessments with a specific focus on the transposition of the requirements according to Article 7 EED. Requests for further information on the transposition and implementation of Article 7 EED via EU Pilots were launched for all Member States in 2015. The Commission has closed all those EU-Pilots. Remaining outstanding issues on Article 7/Annex V EED were addressed to the relevant Member States in the context of the ongoing general non-conformity EU Pilots in 2017.

#### **2.1.5 Objectives of the contract**

The contractor shall support the Commission in assessing the status quo and progress of the achievements regarding the Union's 2020 20% headline target on energy efficiency and in paving the way for further energy efficiency improvements beyond that date.

In considering the broad variety and flexibility of policy measures Member States may use (e.g. energy efficiency obligation schemes, financial programmes, voluntary agreements, standards, taxation measures, etc.) in order to achieve the required 1.5% annual savings from annual energy sales to final customers on the one hand, Member States have to respect a number of requirements in order to make the policy measures counting under Article 7 EED on the other hand. Furthermore, taking into account that the objectives of the Energy Union Framework Strategy can only be achieved through a combination of EU and national policies and measures which are implemented in a coherent way in line with the fundamental principles of EU energy and climate policy, policy measures require a close follow up by the Commission on the proper and precise transposition by the Member States. For this purpose, the Commission annually assesses Member States' progress towards the achievement of the national energy efficiency targets according to Article 24 EED.

A coherent transposition and implementation of policy measures allowing Member States to reach the expected results requires that Article 7 EED is interpreted in a consistent way. In addition, it is important that Article 7 EED is in practice implemented in a consistent way. The communication of best practices and unambiguous examples might foster this. To this end, in 2015 the Commission (joint DG ENER and JRC work) organised a workshop on the calculation methods and principles of Annex V to help Member States address key issues and adapt the methodologies, and share the best practice.

To this end, the objectives of the contract are to cover two strands of work:

- 1) The contractor shall provide technical assistance to support the Commission in assessing the implementation of Article 7 and its associated Annex V of the EED for the current obligation period 2014-2020, notably monitoring progress of the achievement of the national energy savings requirements under Article 7 due by 2020 in all Member States, including a specific assessment of the effectiveness of the EEOS, the default policy instrument of Article 7 EED.**

- 2) **The contractor shall support the Commission in the context of the preparation of policy implementation in view of the new obligation period 2021-2030 through assistance to updating the Guidance Note on Article 7 EED to reflect the revised provisions of Article 7, 7a and 7b EED and the associated provisions, in particular in Annex V EED which were tabled in the Commission proposal for the amended EED<sup>32</sup> and also the Governance Regulation<sup>33</sup>.**

## **2.2. Description of tasks**

During the duration of this contract, the technical assistance study shall include the following tasks in relation to Article 7 and Annex V of the EED covering all Member States and, if applicable during the duration of the contract, the respective provisions of the revised Energy Efficiency Directive<sup>34</sup>, the Electricity Directive<sup>35</sup> and the Governance Regulation<sup>36</sup>.

- 1) **Support the Commission with the continuous analysis and assessment of the implementation of Article 7 and Annex V.**
- 2) **Provide the assessment of progress in achieving the required energy savings under Article 7 for the period 2014-2020, assess the effectiveness of the energy efficiency obligation schemes and provide examples of best practices.**
- 3) **Provide concrete recommendations for an update of the guidance of the implementation of Article 7 for the period 2021-2030.**

The relevant recitals (e.g. recitals 20-23) as well as other Articles (e.g. Article 2 on definitions 14-23, Article 13 on penalties, Article 18 on energy services and in particular paragraph 3, Article 24 on review and monitoring of implementation) and Annexes (e.g. Annex XIV on general framework for reporting) which are relevant must all be taken into account.

The contractor should provide its methodology on how the assessment of progress of implementing Article 7 of the Energy Efficiency Directive or, if applicable, the respective provisions of the revised Energy Efficiency Directive and the Governance Regulation will be carried out and on what elements and criteria this assessment and evaluation will be based on by taking into account the above indicated tasks. Where relevant the better regulation guidelines of the Commission (adopted on 19 May 2015) should be taken into account.

To ensure the follow-up of transposition progress in Member States and to ensure that the latest information is analysed on a continued basis, given that replies to the non-conformity EU pilots are expected in 2017 and 2018, the Commission should have support in assessing all notified

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<sup>32</sup> COM(2016) 761 final.

<sup>33</sup> COM(2016) 759 final/2.

<sup>34</sup> COM(2016) 761 final.

<sup>35</sup> COM(2016) 864 final/2.

<sup>36</sup> COM(2016) 759 final/2.

information which needs to be regularly kept up-to-date also in view of updating the Commission's Guidance note on Article 7 EED<sup>37</sup>.

### **Task 1: Support the Commission with the continuous analysis and assessment of the implementation of Article 7 and Annex V EED**

For the purposes of the Commission's analysis and assessment, the contractor should provide an assessment of progress per each Member State compiled in a standardised country report which is to be updated on a rolling basis (in line with agreed deadlines). Each country report should be based on a structured template following the requirements of Article 7 and Annex V EED. The template should be discussed with and approved by the Commission. This should inter alia build on the information notified by the Member States, e. g. on the Annual Reports which will be submitted by the Member States in 2018, the previous technical assistance study on the implementation of Article 7. The contractor also should take into account the previous studies carried out by the external contractor in the course of 2014, 2015 and 2017.

Each country report must contain a summary section with the key figures and facts on Article 7 EED implementation in the Member State in question and also clearly point out all outstanding issues (including lack of information) for which the contractor considers there is lack of compliance with the EED legal requirements (with concrete references to the EED or national notifications) along with further questions and recommendations for the improvement of the national methodologies, which should be discussed in detail with the Commission beforehand.

The contractor shall regularly collect and analyse relevant data and information per Member State in order to ensure that the country reports per Member State on Article 7 of the EED remain up-to-date during the whole duration of the contract. The contractor shall constantly assess the impact of new relevant legislation on European and national level.

The contractor should update the existing (excel) database on policy measures according to Article 7 EED on the basis of the information and notifications received from the Member States e. g. in their National Energy Efficiency Action Plans 2017 and their Annual Reports submitted in 2018. Such an update should focus on type of policy measures (EEOS, financing schemes, voluntary agreements, taxation etc.) notified and implemented by Member States under Article 7 EED and cumulative energy savings associated to these policy measures (expected by 2020) including per target sector (e.g. industry, households, tertiary sector etc.). The contractor should, if this is the case, point out the changes in policy packages notified in the NEEAPs 2017 and the Annual Reports 2017 and 2018.

The contractor shall analyse incoming information from Member States in relation to the adopted methodologies and policy measures – EEOS and alternative policy measures pursuant to the requirements of Article 7 and the common principles and requirements of Annex V of the EED.

Practical implementation and good practices on Article 7 and Annex V of the EED shall be collected and analysed by the contractor in all Member States and shall be included and refined in a template which should also be discussed and agreed with the Commission.

Should other sources of information become available, the Commission will immediately inform the contractor about them and these must be taken into account either in the initial assessment or

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<sup>37</sup> SWD/2013/0451 final.

in an up-date to it. Other recognised sources of information such as reports published by the government or non-governmental organisations (academia etc.) in Member States national language on the topic, shall also be taken into account by the contractor if they become available during the performance of this study.

Most of documents from the Member States are submitted in the national language. Nevertheless, the contractor should have the capacity to analyse the information as it comes and provide the deliverables to the Commission in the English language. Translations of notified documents, when available to the Commission, will be transmitted to the contractor as soon as available.

Where needed, the contractor also should provide updated information containing graphs, tables, analyses, fact-sheets (reflecting situation at EU and national level) and other informative material to the Commission in view of meetings, workshops and conferences and briefings, which should be agreed on ad-hoc basis with the Commission beforehand.

**Task 2: Provide assessment of progress in achieving the required energy savings under Article 7 for the period 2014-2020, assess effectiveness of the EEOS and provide examples of best practices**

Given that Article 7 EED is a key energy saving measure of the EED and strongly contributes to the EU energy efficiency target for 2020, the contractor shall provide the mid-term analysis and assessment of progress of the overall implementation of Article 7 EED in terms of the achieved energy savings required by end 2020 and measures undertaken to achieve the savings in all Member States. The contractor should assess the energy savings achieved by Member States in 2016 in accordance with Article 7 EED and, if available, for 2017 notified by Member States in the Annual Reports 2018 according to Article 24 (1) EED. The assessment should encompass, where available, the total amount of energy savings achieved per year under Article 7 EED, including assessing progress of energy savings per policy measure and sectors in each Member State and draw concise conclusions.

The contractor should provide an overview of the policy measures (including key design features) used by the Member States to achieve the required energy savings under Article 7 (e.g. EEOS, voluntary agreements, standards, energy efficiency fund, taxation etc.), achieved energy savings per policy measure and their contribution (share) to the total national cumulative savings amount notified by the Member States due by 2020. The contractor shall also provide an overview of the targeted sectors at EU level (also in terms of energy savings) to see which sectors generate highest share of savings under Article 7. The contractor shall provide an overview of the existing monitoring and verification systems in the Member States, assessing whether energy savings are correctly verified (including whether at least a statistically significant sample are put in place for both EEOS and alternative policy measures and how the independent verification is ensured). The assessment should also cover how the additionality requirement is applied in the calculation methodologies and how the relevant provisions laid down in the EU legislation – e.g. Energy Performance of Buildings Directive, the Eco-design and Energy Labelling Directives etc. are taken into account in this regard. This assessment should take into account the assessments carried out during the period 2015 - 2017<sup>38</sup>.

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CE Delft/ Ricardo-AEA, 2017 - 3rd follow up study on evaluating national policy measures and methodologies to implement Article 7 of the Energy Efficiency Directive.

Furthermore, the work, by building on the previous studies, should cover a specific assessment of EEOS established by the Member States to achieve the required energy savings under Article 7(1) by providing an analysis of the key design features, an overview of calculation methodologies including monitoring and verification systems, whether and how banking and borrowing is used by the obligated parties. This analysis should quantify the share of savings resulting from the EEOS in the overall cumulative amount of savings required under Article 7(1) EED at EU level, and estimate the amount of savings (share) contributing to the 2030 expected savings by 2030. The contractor should also assess the cost-effectiveness of the EEOS including assessing the costs associated with the implementation of energy efficiency obligation schemes in each Member State having the EEOS. The contractor should provide a specific analysis of the individual actions undertaken by the obligated parties under the EEOS in the given Member States by assessing the effectiveness of these actions in view of achieving the set energy saving targets at national level. Furthermore, the contractor shall assess the effectiveness and viability of trading (e.g. white certificate schemes) in the context of development of competitive energy services market. Prospects of creating a single EU white certificate trading scheme in the future should also be analysed, especially in the context of 2021-2030 period.

For each Member State, the contractor should provide a quantitative assessment of progress of the achieved savings (up to 2017) towards the notified national savings requirements under Article 7 and check how the EU is on track comparing to the estimations the Impact Assessments of the Energy Efficiency Directive<sup>39</sup>. The format needs to be agreed with the Commission.

The contractor shall identify the most effective national strategies for achieving the required savings and indicate the best practice in terms of complying with Article 7 and Annex V requirements and point out any drawbacks and challenges which impede the success of this policy in Member States. In addition, the contractor should compare the most recent results with those assessed previously (including assessing the cost-effectiveness where possible). The contractor should also assess whether implemented measures per Member State alleviate energy poverty.

When assessing the results of the progress compare to the previous achievements (for the period 2014-2016), the contractor should also describe the main challenges Member States still have to face in the implementation of Article 7 EED and point out underlying reasons related to these challenges. An indication of how Member States address the challenges and what possible measures are taken should be also looked at in this assessment.

More specifically it should take into account the various notifications by the Member States to the Commission in relation to Article 7 of the EED (notably the NEEAPs 2017), not limited to those listed below:

- Member States' plans on national policy measures and methodologies (including notified legislative and non-legislative measures), to achieve the required energy savings under Article 7(1) by 2020;
- Information obtained from the Member States' in the structured dialogue (i.e. - the EU pilots on Article 7 and the general-conformity EU pilots) and or obtained during the bilateral meetings with the Member States etc.;

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<sup>39</sup> SEC(2011) 277 final and SWD(2014) 255 final.

- Information and data on progress as regards Article 7 implementation, provided in the Annual Reports (due each year by 30 April);
- Formal complaints that the Commission received through the "CHAP" system.
- Information available from the stakeholders in the given Member State on the practical implementation.

Where relevant reports from the discussions held on the topic in the dedicated workshops and the EED Concerted Action and other EU should be taken into account. The contractor should ensure that respective expertise is available on Article 7 and Annex V EED covering each single Member State for the whole duration of the contract.

For the purposes of the data comparability at EU level, where possible, the contractor shall base the calculations on Eurostat data and shall also convert the energy savings to ktoe (and also stating the notified national data by the Member State).

In summary, this analysis should picture the current and expected status, further developments and the role of the EEOS in view of the next obligation period 2021-2030 and highlight possible challenges and necessary adaptations to be made to ensure the cost-effectiveness and economic viability of this policy instrument.

### **Task 3: Recommendations for updating the Guidance Note on the implementation of Article 7 and Annex V EED for the 2021-2030 period.**

On the basis of the assessment carried out in the previous two tasks, the contractor shall provide concrete recommendations for improving the implementation of Article 7 EED, especially in view of the 2012-2030 period. The contractor should provide concrete suggestions for additional tools or enhanced guidance addressing how the practical implementation of Article 7 EED at national level. In addition, the contractor should provide concrete suggestions for updating the guidance to Member States that would allow provide hands-on technical assistance to facilitate the implementation of Article 7 EED in view of the next obligation period 2021-2030.

The work should comprise developing a specific toolkit accompanied with examples of best practice targeting the various policy measures, including best practice examples of how to apply key provisions (i.e. additionality and materiality) depending on the type of policy measure. Such toolkit should provide but should not be limited to criteria, parameters and aspects which should be considered in promoting measures in various sectors (e.g. transport sector), and considering saving potential in new sectors – e.g. agriculture and water sectors.

The contractor shall provide practical guidance on the correct use (assumptions made) of lifetimes for measures including assessing whether a different approach e.g. standardised lifetimes should deem to be more effective for the purposes of Article 7 EED in view of the next obligation period (in general or for certain categories of measures) including balancing the pros and cons of such use of the standardised lifetimes. This should be looked at in the context of creating greater links between the obligation periods (banking possibility and counting long term measures) The contractor should also propose how to define the representative sample to ensure robust verification of energy savings, and what should be the key elements of the effective verification system (how they differ per type of policy measure used).

Furthermore, the contractor shall provide examples for trading of energy savings and on design features regarding policy measure notified and collect approaches to calculating energy savings in particular regarding the additionality of energy savings including price elasticities used (calculation methodology including how additionality and materiality of savings are ensured).

The contractor shall define and select a representative sample for statistically significant proportion of energy efficiency improvement measures and proportion and criteria.

The contractor shall also assess which specific actions are used to achieve energy savings in households affected by energy poverty which is an important element of Article 7 EED.

The contractor should indicate if further support for information exchange is needed, e. g. development of platform to foster information exchange on best practices, training programmes and wide dissemination of information in Member States or if additional measures might be more appropriate in this area.

### **2.3. Reports and documents to produce – timetable to observe**

The execution of the tasks begins on the date on which the Contract enters into force having been signed by the last Party (the Contractor).

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

The contractor is requested to deliver the following:

#### **2.1.6 Meetings**

A **kick-off meeting** will take place in Brussels, at the latest 10 working days following the signature of the contract, in order to settle all the details of the work to be undertaken. The purpose of the meeting is to develop a shared understanding of the purpose of the contract and the process to be followed.

**Two interim meetings** will take place in Brussels, at the latest 2 weeks after delivery of the draft interim reports, in order to discuss the Commission's observations on the draft interim reports. The first interim meeting shall cover the first and second interim report. The second interim meeting shall cover the third interim report.

**Another meeting** will take place in Brussels, at the latest 2 weeks after delivery of the draft final report, in order to discuss the Commission's observations on the draft final report.

**A final meeting** will take place in Brussels, at the latest 2 weeks after delivery of the final report in order to discuss the Commission's observations on the final report.

Draft minutes of all meetings performed within this contract shall be drafted by the Contractor and sent to the Commission at the latest 5 days after the meeting.

The Commission will organise the venue for these meetings in the Commission premises and will chair these meetings.

### 2.1.7 Deliverables, including reports, work package

The contractor shall submit to the Commission the following deliverables:

1. An **inception report** at the latest **10 working days** following the kick-off meeting. The inception report will specify the detailed work programme and planning of the evaluation in order to complete the tasks as listed in section 2.2. It should describe the proposed methodological, empirical approaches and working assumptions and it should also demonstrate how the data will be analysed. The report will also include a draft template for country reports (to be used for tasks 1 and 2 and whose concrete elements should be discussed with the Commission). The inception report shall also provide a draft structure for the first interim report covering the evaluation and assessment of progress of the implementation of Article 7 towards the achievement of the required savings by 2020 including a dedicated section on the effectiveness of the Energy Efficiency Obligation schemes as Annex. The inception report shall also provide a draft structure for the second interim report covering task 3.

A detailed work plan including the allocation of experts per task per number or working-days should also be provided. It should include a proposal for the structure of the report assessing the mid-term progress of implementation Article 7 covering the 2014-2020 period. The inception report shall not exceed 30 pages (annexes excluded).

2. **Bi-monthly progress reports**, describing the work undertaken, by e-mail to the contact technical officer of the Commission, to the end of the 2nd month throughout the duration of the contract, unless otherwise indicated by the Commission. Such a bi-monthly report should not exceed 1-2 pages and amongst others also should cover the updated country reports.
3. **Two interim reports 3 months** following the kick-off meeting. **The first interim report** shall consist in a separate synthesis report covering the evaluation and assessment of progress of the implementation of Article 7 towards the achievement of the required savings by 2020 including a dedicated section on the effectiveness of the Energy Efficiency Obligation schemes. The **second interim report** shall include preliminary recommendations for the updated guidance note on Article 7, respectively, on the corresponding provisions of the revised Articles 7, 7a and 7b EED for the policy implementation preparation in the subsequent obligation period from 2021 onwards to 2030 and preliminary suggestions for the development of a toolkit and deliver a preliminary collection of best practices targeting the various policy measures, including best practice examples.

The invoice for the **first interim payment** shall be admissible if accompanied by the final approved versions of the two interim reports.

4. **A third interim report** and accompanying documents at the latest 6 months after the signature of the contract. The third interim report shall contain the preliminary results of all tasks. It will follow the structure of the final report as agreed. It should describe the purpose of the evaluation, its context and objectives. It will include the draft findings, analysis, conclusions and recommendations in relation to all tasks listed in section 2.2 above. It should take account of the comments made by the Commission. The third interim report should include a proposal for the structure of the executive summary. It shall not exceed 140 pages (annexes excluded). This report should also demonstrate how the existing data has been analysed and outline the preliminary conclusions drawn.

5. The invoice for the **second interim payment** shall be admissible if accompanied by the approved version of the third interim report.
6. A **draft of the final report** and accompanying documents at the latest 18 months after the signature of the contract. The draft final report shall contain the results of all tasks listed in section 2.2. It will cover all points of the work plan and shall include sound analysis of findings and factually based conclusions and recommendations.
7. The **final version** of the final report and accompanying documents shall be submitted at the latest 22 months after the signature of the contract. It must take into account the Commission's comments and requests as regards the draft final report insofar as these do not interfere with the independence of the contractor in respect of the conclusions they have reached and the recommendations made.

The contractor shall submit an invoice for the payment of the balance accompanied by the final version of the final report. In accordance with Article I.5.3 of the draft service contract, the contracting authority must approve the submitted documents or deliverables and pay within 60 days from receipt of the invoice. The contractor (or leader in the case of a joint tender) has 20 days to submit additional information or corrections or a new version of the documents if the contracting authority requires it.

### **2.1.8 Indicative timing**

Kick off meeting	10 working days after entry into force
Inception report	10 working days after kick-off meeting
First and second interim reports (draft version)	3 months after kick-off meeting
Meeting with DG ENER To discuss the first and second interim report	2 weeks from submission of the draft reports
Final version of the first and second interim reports and invoice for first interim payment of 30%	4 months after kick-off meeting from submission of the draft reports
Third interim report (draft version)	6 months after kick-off meeting
Meeting with DG ENER to discuss the third interim report.	2 weeks from submission of the draft report
Final version of the third interim report and invoice for 2nd interim payment of 30%	At the latest 7 months after kick-off meeting
Final report (draft version)	18 months from the entry into force of the contract
Meeting with DG ENER to discuss the draft final report	2 weeks from submission of the draft report
Final report and accompanying deliverables and invoice for balance payment	At the latest 22 months from the entry into force of the contract

Meeting with DG ENER to discuss the final report.	2 weeks from submission of the final report
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### **2.1.9 Report format and publication**

3 copies of the reports shall be supplied in paper form and one copy in electronic form in MS Office format (Word, Excel and PowerPoint).

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

Reports and annexes have to be drafted in English in a properly literate manner and must be fully comprehensive in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations the first time they are used, etc.) using clear language.

## **2.4. Organisation of Work**

### **2.1.10 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.

### **2.1.11 Availability of information**

As mentioned above, the Contractor will be responsible for the input data collection.

The relevant standards will be provided by the Commission for internal use of the contractors.

### **2.1.12 Language**

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

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

It is up to the tenderer to submit a financial proposal on the basis of his estimation of the number of man-days needed to perform the requested services.

The total budget should not exceed **EUR 300,000**.

The duration of the tasks shall not exceed 24 *months*. This period is calculated in calendar days.

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

## **3. EVALUATION AND AWARD**

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

### **3.1. Verification of non-exclusion**

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

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose share of the contract is above 20% and those whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender, to subcontractors whose share of the contract is above 20% and to subcontractors whose capacity is necessary to fulfil the selection criteria.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

### **3.2. Selection criteria**

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

#### **3.2.1. Declaration and evidence**

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 2), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see section 3.1) so only one declaration covering both aspects should be provided by each concerned entity.

For the selection criteria, the Contracting Authority will evaluate:

- Economical and financial capacity criteria on the basis of the evidence uploaded in the "Participant Register of the Participant Portal"
- Technical and professional capacity criteria on the basis of the evidence to be submitted with the tenders.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

#### **3.2.2. Regulatory capacity**

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders.

#### **3.2.3. Economic and financial capacity criteria**

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

- **Criterion F1:** Turnover of the last two financial years above EUR 300,000.00; this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.

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

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

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below. The project references indicated below consist in a list of relevant services provided in the past three years, with the sums, dates and clients, public or private.

- **Criterion A1:** The tenderer must prove experience and knowledge in the analysis of energy efficiency policies and measures, in particular with energy efficiency obligation schemes;
- **Evidence A1:** the tenderer must provide references for at least 2 projects delivered in these fields in the last three years with a minimum value for each project of € 100,000.00.
- **Criterion A2:** The tenderer must prove experience in the area of energy technologies and economics, energy auditing, energy taxes, white certificates, energy management systems, energy efficiency measures across the whole energy chain (energy supply to all final energy use sectors).
- **Evidence A2:** The tenderer must provide reference for at least 2 projects completed in the last five years, the combination of which must show the necessary coverage.
- **Criterion A3:** The tenderer must prove experience in: collecting, processing, monitoring and analysing data, communication and dissemination of results at EU level.
- **Evidence A3:** The tenderer must provide reference for at least 3 projects completed in the last five years, the combination of which must show the necessary coverage.
- **Criterion A4:** The tenderer must prove the ability to work in English (fluent level) and prove experience and capacity to draft and deliver reports in English.
- **Evidence A4:** The tenderer must provide one document of at least 10 pages (report, study, etc.) in this language that it has drafted and published or delivered to a client in the last two years.

*One same project can be submitted as evidence for several criteria if it covers the different fields of expertise required under different criteria.*

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

The team delivering the service should include, as a minimum, the following profiles.

Evidence will consist in CVs of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service.

One Project Manager: At least 5 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size (at least € 200.000), with experience in management of team of at least 3 people. Professional experience should include:

- Experience in analysing energy efficiency policies and measures at EU level, in particular with energy efficiency obligation schemes;
- Expertise in the area of energy technologies and economics, energy auditing, energy taxes, white certificates, energy management systems, energy efficiency measures across the whole energy chain (energy supply to all final energy use sectors),;
- Project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience
- Working and drafting reports in English.

A team of minimum 2 experts with relevant economic, engineering or technical education (university, post-graduate level) or equivalent professional experience and at least 3 years' professional experience in the field, including:

- Experience in conducting quantitative and qualitative analysis of energy efficiency policies and measures at EU level,
- Expertise in the area of energy efficiency obligation schemes,
- working and drafting reports in English.

At least five persons in the team of experts shall have a fluent level of English (as guaranteed by a certificate or past relevant experience).

### **3.3. Award criteria**

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

- **Quality of the proposed methodology** (60 points – minimum score 60%)

This criterion will assess the fulfilment of the needs, the objective and the scope of the tender specifications. It will assess the clarity, level of understanding, completeness and full coverage of the tasks described in the tender specifications, the quality and appropriateness of the proposed detailed approach for data collection as well as the quality and appropriateness of the proposed approach for methodology and for validating, analysing and presenting information.

- **Organisation of the work and resources** (30 points – minimum score 60%)

This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if

applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer. It is not a budget requested as part of the financial offer.

- **Quality control measures** (10 points – minimum score 60%)

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables and data, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

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

### 3.4. Ranking of tenders

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 70/30 is given to quality and price.

score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	100	*	30%	+	total quality score (out of 100) for all award criteria of tender X	*	70 %
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**The tender ranked first after applying the formula will be awarded the contract.**

## 4. LEGAL VALIDATION AND FINANCIAL VIABILITY ASSESSMENT

In the course of the procedure, tenderers are requested to register in the European Commission's Participant Register. On registering, each organisation obtains a Participants Identification Code (PIC, 9-digit number),

In the course of the procedure, the EU Validation Services (Research Executive Agency Validation Services) may contact tenderers via the Participant Register and ask for supporting documents with respect to the legal existence and status and economic and financial capacity. Please note that a request for supporting documents in no way implies that the tenderer has been successful.

For this purpose, the EU Validation Services may request the tenderer to submit the following documents:

- For the purpose of the legal validation of the entities:

- Signed legal entity identification form<sup>40</sup>:
  - Natural Person Form
  - Private Legal Entity Form
  - Public Legal Entity Form
- Official VAT document or — if the entity is not registered for VAT — the proof of VAT exemption, not older than 6 months.
- Signed Bank Account Form, and
- the following additional documents, where relevant:

Status	Documents to be submitted
Private body (including SME)	Registration extract (not older than 6 months).
Public body	Copy of the act, law, decree or decision that established the organisation as a public body (or, if this doesn't exist, any other official legal document that proves this).
Non-profit organisation	Copy of an official document attesting that the organisation has a legal or statutory obligation not to distribute profits to shareholders or individual members.  The certificate of tax exemption may only constitute an indication of the non-profit status of the entity, which has to be assessed together with other elements.
Research organisation	Copy of an official document attesting that one of the main objectives of the entity is carrying out research or technological development.
Secondary or higher education establishment	Copy of an official document attesting that the organisation is recognised such as 'secondary or higher education establishment by the national education system and is entitled to deliver diplomas recognized by the State.
International organisation International organisation of	Copy of the relevant international treaty creating the organisation under international public law.

<sup>40</sup> [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal-entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_en.cfm)

European interest	
Natural person	Copy (legible) of valid identity card or passport.
Entities without legal personality	<p>-Copy of an official document attesting that the representatives of the entity have the capacity to undertake legal obligations on its behalf.</p> <p>- Copy of an official document attesting that the entity has the same operational and financial capacity as that of a legal entity :i.e.</p> <p>a document showing patrimony/asset/capital that is separated and different from those of the members/owners of the entity, and a copy of the rules providing that creditors can rely on this patrimony/asset/capital and — in case of liquidation/insolvency — are reimbursed before the patrimony/asset/capital is divided between the owners/members.</p>

ii. For the purpose of preparing the financial capacity assessment:

Status	Documents to be submitted
Legal entity	<ol style="list-style-type: none"> <li>1. Profit and loss account</li> <li>2. Balance sheet</li> <li>3. Explanatory notes and/or annexes that form part of the above financial statements (if available)</li> <li>4. External audit report<sup>12</sup>, for the procurement domain – to be submitted on voluntary basis if the entity has already been audited for other purposes</li> </ol>
Natural Person	<ol style="list-style-type: none"> <li>1. Income tax declaration</li> <li>2. Certified declaration of current patrimony (may not be applicable to procurement), including: <ol style="list-style-type: none"> <li>a. fixed patrimony (e.g. land, tenement, hereditament, medium/long-term</li> </ol> </li> </ol>

	<p>time deposits (more than one year), stock options that cannot be exercised within one year)</p> <p>b. current patrimony (e.g. available cash, savings, short-term time deposits (maximum of one year), stock-options that can be exercised within one year)</p> <p>3. List of certified debts, which must contain all debts (with dates and figures), broken down in short-term debts (of maximum one year) and medium/long-term debts (of more than one year)(may not be applicable to procurement).</p>
Start-up companies without closed accounts	Business plan

## 5. ANNEXES

1. Tenderer 's Identification Form
2. Declaration of honour on exclusion criteria and selection criteria
3. Power of attorney (mandate in case of joint tender)
4. Draft Contract



# ANNEX 1

## IDENTIFICATION OF THE TENDERER

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

**Call for tenders ENER/C3/2018-447/02**

<b>Identity</b>	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) <sup>41</sup>	
<b>Address</b>	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
<b>Contact Person</b>	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number:	

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<sup>41</sup> For natural persons.

E-mail address:	
<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>42</sup></b>  I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

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<sup>42</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

## ANNEX 2

Call for tenders N°ENER/C3/2018-447/02

### Declaration of honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:

➤ declares whether the above-mentioned person is in one of the following situations or not:		
SITUATION OF EXCLUSION CONCERNING THE PERSON	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>

d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> <li>i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</li> <li>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</li> <li>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</li> <li>iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		
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**[Only for legal persons other than Member States and local authorities, otherwise delete this table]**

➤ declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:

<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON</b>	YES	NO
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

➤ declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:

<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON</b>	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ declares whether the above-mentioned person is in one of the following situations or not:

<b> GROUNDS FOR REJECTION FROM THIS PROCEDURE</b>	YES	NO
h) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
i) has provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
➤ acknowledges that the above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.		

**REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (d) of this declaration.

#### **EVIDENCE UPON REQUEST**

Upon request and within the time limit set by the contracting authority the person shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

➤ declares whether the above-mentioned person complies with the selection criteria as provided in the tender specifications:		
<b>SELECTION CRITERIA</b>	YES	NO
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [insert] of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>
➤ declares that the above-mentioned person will be able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.		

Full name

Date

Signature



**ANNEX 3**  
**POWER OF ATTORNEY**  
**Call for tenders ENER/C3/2018-447/02**

**mandating one of the partners in a joint tender as lead partner and lead contractor<sup>43</sup>**

<p>The undersigned: – Signatory (Name, Function, Company, Registered address, VAT Number)</p> <p>having the legal capacity required to act on behalf of his/her company,</p> <p>HEREBY AGREES TO THE FOLLOWING:</p> <ol style="list-style-type: none"><li>1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.</li><li>2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:<ol style="list-style-type: none"><li>(a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.</li><li>(b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.</li></ol></li><li>1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].</li><li>2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:<ol style="list-style-type: none"><li>(a) The lead partner shall submit the tender on behalf of the group of partners.</li><li>(b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.</li><li>(c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.</li></ol></li></ol> <p>Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.</p> <p>Signed in ..... on [dd/mm/yyyy]</p> <p>Place and date:</p> <p>Name (in capital letters), function, company and signature:</p>
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<sup>43</sup> To be filled in and signed by each partner in a joint tender except the lead partner.



ANNEX 4  
**DRAFT CONTRACT**