

TÜV NORD Mobilität GmbH & Co. KG <deducted>

European Commission  
Executive Agency for Competitiveness and  
Innovation (EACI)  
Energy Efficiency/ Head of Unit  
MR <deducted>  
COV2 10/112  
B-1049 Brussels  
Belgium

**TÜV NORD Mobilität  
GmbH & Co. KG**

Am TÜV 1 30519  
Hannover  
Tel.: <deducted> Fax:  
<deducted>  
info@tuev-nord.de  
www.tuev-nord.de

TÜV®

Unser / Ihr Zeichen  
<deducted>

Ansprechpartner/in

Durchwahl  
Tel.: - <deducted>

Datum  
20.09.2012

**Cover letter / Tender EACI/IEE/2012/001 (OJ S 2012/S72-118622) "Clean vehicle Portal Upgrade"**

Dear <deducted>,

we are very pleased that we have been selected for the Contract. Thanks a lot for the confidence in our company.

Herewith we send you the signed contract including the annexes I and II.

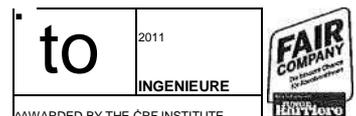
We are looking forward to a successful cooperation.

<deducted>

Sitz der Gesellschaft  
TÜV NORD Mobilität GmbH & Co. KG  
<deducted> Tel.: <deducted> Fax:  
<deducted> info@tuev-nord.de  
www.tuev-nord.de

Vorsitzender des Aufsichtsrates  
<deducted>  
Amtsgericht Hannover  
<deducted>

Komplementär TÜV NORD Mobilität  
Verwaltungsgesellschaft mbH, Hannover  
Amtsgericht Hannover HRB 61319  
Geschäftsführung  
<deducted> (Vorsitzender) <deducted>



AWARDED BY THE CRF INSTITUTE

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<deducted>  
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European  
Commission

## SERVICE CONTRACT

**CONTRACT NUMBER - EACI/IEE/2012/001/SI2.630079**

The Executive Agency for Competitiveness and Innovation (EACI) (hereinafter referred to as "the Agency"), acting under powers delegated by the European Commission (hereinafter referred to as "the Commission") and represented for the purposes of signature of this contract by <deducted>, Head of Unit, or his duly authorised representative,

of the one part, and

**TÜV NORD Mobilität GmbH & Co. KG**

Registration number: <deducted>TÜV 1,  
30519 Hannover - Germany VAT  
registration number: <deducted>

hereinafter referred to as "the Contractor", represented for the purposes of signature of this contract by Mr <deducted>, Commercial Director of the TÜV NORD Mobilität GmbH & Co. KG

And the following Co-contractors,

ECOFYS Netherlands B.V.

Registration number: <deducted><deducted>- The Netherlands  
VAT registration number: <deducted>

hereinafter called "the Co-contractor", represented by <deducted>, Managing Director,

POLIS ASBL

Registration number: <deducted><deducted>, 1050 Brussels - Belgium  
VAT registration number: <deducted>

hereinafter called "the Co-contractor", represented by <deducted>, Executive Director



<deducted>



who have conferred powers of attorney to the Contractor for the purposes of signature of this service contract and any subsequent riders, according to the annexes attached to this contract and which form an integral part of it,

collectively "Contractors", and each individually identified as "the Contractor" for purposes of this contract where a provision applies without distinction to the Contractor or the Co-contractor, 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 EACI/IEE/2012/001 of 03/04/2012)

**Annex II** - Contractor's Tender (No EACI/IEE/2012/001 of 25/05/2012)

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

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

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts, shall be explained or rectified by a written instruction issued by the Agency, subject to the rights of the Contractor under Article 1.7 should he dispute any such instruction.

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## **I - SPECIAL CONDITIONS**

### **ARTICLE 1.1 - SUBJECT**

- 1.1.1. The subject of the Contract is "Clean Vehicle Portal: upgrade of the information and database on clean and energy efficient road transport vehicle" (in short "Clean Vehicle Portal Upgrade").
- 1.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

### **ARTICLE 1.2 - DURATION**

- 1.2.1. The Contract shall enter into force on the date when the last contracting party signs ("the date of entry into force of the contract").
- 1.2.2. The Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- 1.2.3. The duration of the tasks will be of 36 (thirty-six) months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

### **ARTICLE 1.3 - CONTRACT PRICE**

- 1.3.1 The maximum total amount to be paid by the Agency under the Contract shall be EUR <deducted> (<deducted> Euros and zero cents) covering all tasks executed and including all reimbursable expenses.

### **ARTICLE 1.4 - PAYMENT PERIODS AND FORMALITIES**

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

- 1.4.1. Pre-financing:

Following signature of the Contract by the last contracting party, within 30 (thirty) days of the latest of the following dates:

- the receipt by the Agency of a request for pre-financing with a relevant invoice

a pre-financing payment of EUR <deducted>€ (<deducted> Euros) equal to 30% of the total amount referred to in Article 1.3.1 shall be made.

#### 1.4.2 Interim payment:

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

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

The Agency shall have 45 (forty-five) days from receipt to approve or reject the report, and the Contractor shall have 20 (twenty) days in which to submit additional information or a new report.

Within 30 (thirty) days of the date on which the report is approved by the Agency, an interim payment corresponding to EUR <deducted> (<deducted> Euros and zero cents) equal to 40 % of the total amount referred to in Article 1.3.1 shall be made.

#### 1.4.3. Payment of the balance:

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

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

The Agency shall have 45 (forty-five) days from receipt to approve or reject the report, and the Contractor shall have 20 (twenty) days in which to submit additional information or a new report.

Within 30 (thirty) days of the date on which the report is approved by the Agency, payment of the balance corresponding to the relevant invoices shall be made.

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

### **ARTICLE 1.5 - BANK ACCOUNT**

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

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## **ARTICLE 1.6 - GENERAL ADMINISTRATIVE PROVISIONS**

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

### For the Agency:

European Commission  
Executive Agency for Competitiveness and Innovation (EACI)  
For the attention of <deducted> Head of Unit Energy Efficiency  
COV2 <deducted> B-1049 Brussels

### For the Contractor:

<deducted> Project Coordination office TÜV NORD Mobilität  
GmbH & Co. KG Am TÜV 1  
30519 Hannover - Germany

## **ARTICLE 1.7- APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 1.7.1. The Contract shall be governed by European Union law, complemented, where necessary, by the national substantive law of Belgium.
- 1.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

## **ARTICLE 1.8 - DATA PROTECTION**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by Mr <deducted>, Head of Unit Energy Efficiency, without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to <deducted>, Head of Unit Energy Efficiency (see Article 1.6). The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights. The data shall be confidential within the meaning of Regulation (EC) No 45/20 European Parliament and of the Council on the protection of individuals with

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the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

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

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

#### **ARTICLE 1.9 - TERMINATION BY EITHER CONTRACTING PARTY**

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

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## **II - GENERAL CONDITIONS**

### **ARTICLE II.I - 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.
- 11.1.2.** 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.
- 11.1.3.** 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.
- 11.1.4.** 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.
- 11.1.5.** The Contractor shall neither represent the Agency 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.
- 11.1.6.** 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 Agency;
  - the Agency 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 Agency any right arising from the contractual relationship between the Agency and the Contractor.
- 11.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Agency 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 Agency 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.
- 11.1.8.** 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 Agency, The

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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 Agency 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 Agency may impose penalties or liquidated damages provided for in Article 11.16.

## **ARTICLE II.2 - LIABILITY**

- 11.2.1. The Agency 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 Agency.
- 11.2.2. 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 11.13. The Agency shall not be liable for any act or default on the part of the Contractor In performance of the Contract.
- 11.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party as a result of damage caused by the Contractor In performance of the Contract.
- 11.2.4. In the event of any action brought by a third party against the Agency in connection with performance of the Contract, the Contractor shall assist the Agency. Expenditure incurred by the Contractor to this end may be borne by the Agency.
- 11.2.5. 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 Agency 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 Agency in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve It.

The Agency 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 such a situation.

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from the Agency, any member of his st

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

11.3.3. 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.

11.3.4. 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 Agency should it so request.

#### **ARTICLE II.4 - PAYMENTS**

11.4.1. **Pre-financing:**

Where required by Article 1.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Agency 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 Agency 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 Agency 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 prefinancing 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.

11.4.2. **Interim payment:**

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

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

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

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

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

#### **II.4.3. Payment of the balance:**

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

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

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

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

If the Agency 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 Agency 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.

Commission's account is debited.

#### **ARTICLE II.5 - GENERAL PROVISIONS CONCERNING PAYMENTS**

**II.5.1.** Payments shall be deemed to have been made on the date on which the

**11.5.2.** The payment periods referred to in Article 1.4 may be suspended by the Agency 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 Agency 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 Agency shall notify the Contractor accordingly and set out the reasons for the suspension 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 1.4 shall begin to run again once the suspension has been lifted.

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- 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 Agency may not be deemed to constitute late payment.

#### **ARTICLE II.6 - RECOVERY**

- 11.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Agency.
- 11.6.2.** 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.
- 11.6.3.** The Agency 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 European Union that is certain, of a fixed amount and due. The Agency may also claim against the guarantee, where provided for.

#### **ARTICLE II.7 - REIMBURSEMENTS**

- 11.7.1.** Where provided by the Special Conditions or by Annex I, the Agency shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- 11.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- 11.7.3.** 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 European Union territory shall be reimbursed under the general conditions stated above provided the Agency has given its prior written agreement.

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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 1.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Agency 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 European Union, 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**

11.9.1. 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.

11.9.2. 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**

11.10.1. The Contractor shall authorise the Agency 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 1.8 shall apply.

11.10.2. Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied

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information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.

- 11.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the European Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.
- 11.10.4.** 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 Agency has specifically given prior written authorisation to the contrary.

#### **ARTICLE II. 11 - TAXATION**

- 11.11.1.** 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.
- 11.11.2.** The Contractor recognises that the Agency 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 Union.
- 11.11.3.** 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.
- 11.11.4.** 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 11.12 - FORCE MAJEURE**

- 11.12.1.** 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.
- 11.12.2.** 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.
- 11.12.3.** 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.
- 11.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

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**ARTICLE 11.13 - SUBCONTRACTING**

- II. 13.1. The Contractor shall not subcontract without prior written authorisation from the Agency nor cause the Contract to be performed in fact by third parties.
- II. 13.2. Even where the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Agency 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 Agency is entitled by virtue of the Contract, notably Article 11.17.

**ARTICLE II.14 - ASSIGNMENT**

- 11.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Agency.
- 11.14.2. 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 Agency.

**ARTICLE II.15 - TERMINATION BY THE AGENCY**

- II.15.1. The Agency may terminate the Contract in the following circumstances:
  - (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - (b) where the Contractor has 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;
  - (c) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
  - (d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
  - (e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
  - (f) where the Contractor is in breach of his obligations under Article II.3;

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- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency 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 Agency's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (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.

11.15.2. In case of force majeure, notified in accordance with Article 11.12, 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 1.2.3.

11.15.3. Prior to termination under point c), d), 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.

11.15.4. Consequences of termination:

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

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

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

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**ARTICLE 11.15a - SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Agency may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities of fraud.

**ARTICLE 11.16 - 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 Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages of 0.2% of the amount specified in Article 1.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Agency 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 Agency 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 11.17 - CHECKS AND AUDITS**

- 11.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the 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 Union from signature of the Contract up to five years after payment of the balance.
- 11.17.2.** The Agency or an outside body of its choice shall have the same rights as the 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.
- 11.17.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

**ARTICLE II.18 - AMENDMENTS**

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

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**ARTICLE 11.19 - SUSPENSION OF THE CONTRACT**

Without prejudice to the Agency's right to terminate the Contract, the Agency may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Agency may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

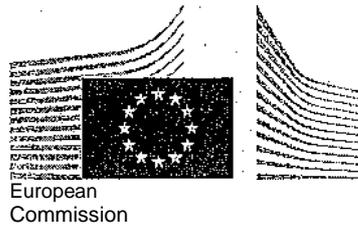
**SIGNATURES**

For the Contractor,  
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For the EACI,                    <deducted>  
Head of Unit

In duplicate in English.





**Annex I to Service Contract №  
EACI/IEE/2012/001**

**. TENDER SPECIFICATIONS  
ATTACHED TO THE INVITATION-TO TENDER**

**■ CLEAN VEHICLE PORTAL UPGRADE.,**

**Invitation to tender No. EACI/IEE/2012/001 for a service contract**

**relating to**

**Clean Vehicle Portal: upgrade of the information and database  
on clean and energy efficient road transport vehicle<sup>11</sup>**

**. Open procedure . Closing date:**

**29/05/2012 Specifications No**

**EACI/2012/001 Contract notice reference:**

**S72-118622**

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## 1. Introduction

The Executive Agency for Competitiveness and Innovation (henceforth "EACI"), acting under powers delegated by the European Commission, is launching this invitation to tender to further develop and promote the ELI Clean Vehicle Portal ([www.cleanvehicle.eu](http://www.cleanvehicle.eu)) The Portal was launched in December 2010 to support the implementation of the Directive on the promotion of clean and energy efficient road transport vehicles (2009/33/EC, also referred to as the 'Clean Vehicle Directive'), thus contributing to accelerate the market introduction of environmentally-friendly vehicles in Europe.

The EACI plans to conclude a service contract with one service provider (or consortium) which will enter into force on the date of signature of the last contracting party and will be valid for 36 months.

The contract is to be covered by the Intelligent Energy Europe programme (IEE) which is largely managed by the EACI and aims to contribute to secure, sustainable and competitively priced energy for Europe.

Geographically, the services to be delivered will cover all the countries participating in the IEE programme, namely all the 27 EU Member States, Norway, Iceland, Liechtenstein, Croatia, and the Former Yugoslav Republic of Macedonia.

## 2. Context

### 2.1 Environmental challenges of road transport in Europe

The European transport system is a highly competitive sector and contributes significantly to the European economy. However, it depends almost entirely on fossil fuels and is the fastest growing sector in terms of energy use and greenhouse gas emissions.

The environmental challenges are particularly acute for road transport which is responsible for more than 70% of transport emissions. Energy use and emissions from this sector continue to grow around 2% per year.

The Transport White Paper<sup>1</sup> adopted in March 2011 considers reducing greenhouse gas emissions from transport by at least 60% by 2050 with respect to 1990.

The new Directives adopted in the last four years by the European Union are one step toward this long-term target. Legislation setting emission performance standards was adopted in 2009 for new passenger cars<sup>1 2</sup> and in 2011 for light commercial vehicles<sup>3</sup>. A regulation was adopted in 2009 for the labelling of tyres<sup>4</sup>. Measures to improve fuel quality and a binding target of 10% share of renewable energy sources<sup>5</sup> in transport by 2020 were also adopted in 2009 as part of the Climate and Energy package.

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<sup>1</sup> White Paper: "Roadmap to a Single European Transport Area - Towards a competitive and resource efficient transport system"; COM/2011/0144 final

<sup>2</sup> Regulation (EC) No 443/2009 of the European Parliament and of the Council of 23 April 2009 setting emission performance standards for new passenger cars.

<sup>3</sup> Regulation (EU) No 510/2011 of 11 May 2011 setting emission performance standards for new light commercial vehicles.

<sup>4</sup> Regulation (EC) No 1222/2009 of 25 November 2009 on the labelling of tyres with respect to fuel efficiency and other essential parameters

<sup>5</sup> Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources and amending and subsequently repealing Directives 2001/77/EC and 2003/30/EC.

Furthermore on 23 April 2009, the European Parliament and the Council also adopted a Directive on the promotion of clean and energy-efficient road transport vehicles<sup>6</sup> (henceforth Clean Vehicle Directive). By 4 December 2010, Member States were required to implement this Directive. In line with Article 10 of the Clean Vehicle Directive, a study to prepare a monitoring and review report on the application of the Clean Vehicle Directive and the actions undertaken by individual Member States to promote the purchase of clean and energy-efficient vehicles, including possible proposals on appropriate adjustments and further actions, has been launched by the Commission in January 2012<sup>7</sup>.

## **2.2 Directive on the promotion of clean and energy-efficient road transport vehicles**

Vehicle technologies that increase energy efficiency and reduce the emission of CO<sub>2</sub> and pollutants have been successfully developed and demonstrated. Broad market introduction, however, is often hampered by high initial costs and thus insufficient customer demand. Action at European level is required to create markets of sufficient size to bring down cost of vehicles with better environmental performance.

The Clean Vehicle Directive (2009/33/EC) contributes to accelerate the market penetration of environmentally-friendly vehicles. It addresses purchases of vehicles for public transport services.

The Clean Vehicle Directive requires that energy and environmental impacts linked to the operation of vehicles over their whole lifetime are taken into account in purchase decisions. These lifetime impacts of vehicles shall include at least the energy consumption, CO<sub>2</sub> emissions and emissions of the regulated pollutants of NO<sub>x</sub>, NMHC and particulate matter.

## **2.3 The Clean Vehicle Portal**

The Clean Vehicle Directive calls for dissemination of information on the Internet on public procurement activities in line with the Directive. It also calls for publication on the Internet of relevant information related to the financial instruments available in the Member States for urban mobility and for the promotion of clean and energy-efficient road transport vehicles.

An Internet portal on clean and energy efficient vehicles - hereafter referred to as the 'current' Clean Vehicle Portal - was developed to this end. It was launched in December 2010 by Vice-President S. Kallas, European Commissioner for Transport, and can be found at [www.cleanvehicle.eu](http://www.cleanvehicle.eu). Its overall objectives are to

- Assist contracting authorities, contracting entities as well as certain operators for the discharge of public service obligations to take into account lifetime energy and environmental impacts of road transport vehicles, in accordance with the Clean Vehicle Directive, during procurement.
- Publicise the financial instruments available in the Member States for the promotion of clean and energy-efficient road transport vehicles.

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<sup>6</sup> Directive 2009/33/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of clean and energy-efficient road transport vehicles.

<sup>7</sup> Invitation to tender №. SRD MOVE/ENER/SRD. 1/2012-409

- Facilitate the exchange of knowledge and best practices between Member States on practices for promoting the purchase of clean and energy efficient road transport vehicles by contracting authorities, contracting entities and operators as well as other relevant stakeholders.

The current Portal contains one of Europe's largest vehicle databases. It also hosts: EUwide information about existing procurement rules and incentive schemes for clean vehicles; a calculator to identify the cleanest and most energy-efficient road transport vehicles; and links to other web-resources (including a connection with TED: Tenders Electronic Daily, the online version of the EU Official Journal supplement dedicated to public procurement). Furthermore an internet forum allows procurers to team up and bundle purchases of vehicles to achieve economies of scale with larger volume (joint procurement).

The portal covers those vehicle categories (M and N as defined in Directive 2007/46/EC) listed in annex to the Clean Vehicle Directive, i.e.:

- passenger cars (M1);
- light commercial vehicles (N1);
- heavy goods vehicles (N2, N3); and
- buses (M2, M3).

For vehicles of the categories NI/M1 the lifetime cost calculation is based on standardised Community test procedures, providing representative data on energy consumption, CO<sub>2</sub> emission, and pollutant emissions per kilometre.

For vehicles belonging to the categories N2/N3 and M2/M3, lifetime costs have been derived from industry test cycles.

In terms of traffic, there have been nearly 4000 visitors per month.

In terms of IT characteristics, the Webserver architecture is based on Debian Linux Core and the database is driven by PostgreSQL. The Content Management System is based on TYPO3, Two separate databases are constructed and linked by a mono-directional API based on flat files. The portal itself is using PostgreSQL, and MSSQL database is used to feed-in data to the portal, whenever a data-update occurs.

The development and operation of the current Clean Vehicle Portal have been funded by the Intelligent Energy Europe Programme (2007-2013).

#### **2.4 The Intelligent Energy Europe Programme (2007-2013)**

The Intelligent Energy Europe programme (IEE 2007-2013) forms part of the EU's Competitiveness and Innovation framework Programme (CIP). Its 7-year budget of €730 million is used to support actions contributing to secure, sustainable and competitively priced energy for Europe.

By improving energy efficiency and encouraging the wider uptake of new and renewable energies, the IEE programme aims to boost actions which help achieve the EU's energy policy targets, including measures to:

- foster energy efficiency and the rational use of energy resources (SAVE);
- promote new and renewable energy sources and support the diversification of energy sources (ALTENER);
- promote energy efficiency and the use of new and renewable energy sources in transport (STEER).

In the field of transport (referred to as "STEER"), the IEE programme aims at promoting energy efficient modes and a more rational use of energy in transport as well as stimulating the demand for alternative fuels and clean and energy-efficient vehicles.

The main objectives of STEER are to:

- improve the capacity of professionals to plan and implement energy efficient mobility solutions.
- Optimise the use of (passenger and freight) vehicles through improved logistics, driving styles and attitudinal change.
- « Foster modal shift and co-modality in favour of more energy efficient modes.
- Promote the take-up of policy instruments such as Sustainable Urban Mobility Plans and, more generally, the integration between transport and other sectors (in particular urban planning) to meet the EU energy objectives for transport.
- Support the initiatives of the Action Plan on Urban Mobility (COM(2009) 490).
- « Promote the take-up of clean and energy efficient vehicles and facilitate the implementation of the Clean Vehicle Directive.

A total of 41 STEER projects have been supported since 2007 covering both passenger and freight. These projects are supported through EU grants (up to 75%) and are complemented by large scale communication initiatives on transport and mobility (fully funded by the IEE programme). The Clean Vehicle portal is one of them, so as the ELTIS portal<sup>8</sup> on urban mobility, and the Europe-wide awareness campaign on sustainable urban mobility. The contract for the latter entered into force on December 2011. It aims to provide EU-level coordination of the implementation of a coordinated, citizens-targeted awareness raising campaign at local, regional and national level with an impact on low carbon mobility. In order to have maximum visibility and impact, the campaign will be organised to support the European Mobility Week, which takes place each year in September.

Overall, across all sectors, the IEE programme has supported more than 500 projects and has involved more than 3,000 beneficiaries. It has become the main EU instrument to tackle non-technological barriers to the efficient use of energy and the greater use of new and renewable energy sources.

The IEE programme contributes to reaching the targets set by the European Union for 2020: 20% reduction in greenhouse gases emissions, 20% of energy savings compared to projections, and a share of 20% of renewable energies.

The programme is largely managed by the Executive Agency for Competitiveness and Innovation (EACI). The Agency was created in 2003 by the European Commission as the first of a number of new Executive Agencies to put policies into action more efficiently and with improved results, helping the Commission concentrate on its policy-making and institutional tasks. The EACI launches Calls for proposals and tenders, and selects and monitors most of the actions funded under the IEE programme. In the execution of the programme, the EACI works in close collaboration with its parent Directorates General: Energy, Enterprise, Environment, and Transport (DG MOVE). DG MOVE in particular is closely associated to the development and operation of the Clean Vehicle Portal.

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<sup>8</sup> <http://www.eltis.org>

## 2.5 Important websites

Gateway to the European Union: <http://www.europa.eu>

EU transport policy:

[http://ec.europa.eu/transport/index\\_en.htm](http://ec.europa.eu/transport/index_en.htm)

EU energy policy:

[http://ec.europa.eu/enerav/demand/index\\_en.htm](http://ec.europa.eu/enerav/demand/index_en.htm)

European Commission's pages on clean and energy-efficient vehicles, including Directive 2009/33/EC:

[http://ec.europa.eu/transport/urban/vehicles/directive/directive\\_en.htm](http://ec.europa.eu/transport/urban/vehicles/directive/directive_en.htm)

Intelligent Energy Europe programme's homepage, including database of supported projects:

[http://ec.europa.eu/enerav/intelliaent/index\\_en.html](http://ec.europa.eu/enerav/intelliaent/index_en.html)

## 3 Subject of the tender and overall strategy

### 3.1 Overall aim

The purpose of this tender is to enhance the Clean Vehicle Portal and operate it for a further 36 months, by updating its vehicle database, improving its usability and user-friendliness and by significantly increasing its use among its target groups.

### 3.2 Target Groups

The Clean Vehicle Portal should continue to address primarily the bodies targeted by the Clean Vehicle Directive, as defined in Article 3 of the Clean Vehicle Directive, namely:

- contracting authorities or contracting entities in so far as they are under an obligation to apply the procurement procedures set out in Directives 2004/17/EC and 2004/18/EC;
- operators for the discharge of public service obligations under a public service contract within the meaning of Regulation (EC) No 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road in excess of a threshold which shall be defined by Member States not exceeding the threshold values as set out in Directives 2004/17/EC and 2004/18/EC.

However in order to maximise impact the service provider must also target enterprises and citizens (albeit both to a lesser extent since they are not covered by the Clean Vehicle Directive).

Finally, the service provider must engage other key stakeholders as appropriate to increase the relevance and use of the Portal, e.g. vehicle manufacturers and relevant national and regional support bodies/regulators providing tendering information and services.

The following section describes the minimum requirements concerning the scope of this work. Tenderers are invited to describe their overall approach to the work and the services to meet and exceed this scope as part of the service contract.

#### 4.1 General tasks and issues

**Geographical scope:** the services to be delivered need to cover all the 27 EU Member States, as well as the other countries contributing to the Intelligent Energy Europe programme budget, i.e. Croatia, Norway, Iceland, Liechtenstein and the Former Yugoslav Republic of Macedonia.

**Languages:** the service provider must implement a multilingual strategy since more than half of the EU citizens do not have the specific language skills to fully understand information provided in English. The most important pieces of information, including the home page, the main fields of the vehicle database, and the calculator to identify the cleanest and most energy-efficient vehicles, must therefore be available in all the 23 official EU languages.

**Operation:** the service provider will need to move the current Clean Vehicle Portal to the EUROPA site, in compliance with the appropriate rules and procedures. The registration of the domain name 'cleanvehicle.eu' must be covered by the service provider on behalf of the EACI which must remain the sole owner.

**Confidentiality and/or intellectual property rights:** the service provider must ensure that there are no restrictions based on confidentiality and/or intellectual property rights to be expected from any third parties due to the publication of any data and documents on the portal. Should the service provider intend to use data for the deliverables in this contract, which cannot be published, this must be explicitly mentioned in the offer.

**Independence:** all the contents published by the service provider must be independent of special interests (e.g. commercial, financial), whether private or national.

**Visual identity:** the service provider will need to adapt the visual identity of the current Clean Vehicle Portal to the new visual identity of the European Commission. Any changes need to be approved by the Commission/EACI. Funding from the Intelligent Energy Europe programme must be acknowledged. Attractiveness and user friendliness for the target groups are a key element.

**Quality control:** All the contents published by the service provider must be subject to an internal quality control process whereby any information is checked by at least two experts before publication. The way quality is assured must be documented in a Quality Assurance Plan.

**Coordination with other EU initiatives:** It is important to ensure from the outset that all EU transport initiatives complement each other, avoid overlapping and exploit synergies. The service provider should explain how it will interlink and build synergies with relevant EU initiatives, notably the transport-related projects supported by the IEE programme (e.g. CLEAN FLEETS, Eurotopten, COMPRO, PROCURA, STARBUS, GreenLabelsPurchase, GREENPOST, Clean Drive, ECOSTARS, etc.), and the transport-related tenders: ELTIS<sup>8</sup>, Managenergy<sup>9</sup>, Covenant of Mayors<sup>11</sup>, Europe-wide awareness campaign on sustainable urban mobility.

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<sup>8</sup> <http://www.eltis.ora/>

<sup>9</sup> <http://www.manaaenergy.net/>

## 4.2 Specific Tasks: development and management of the Clean Vehicle Portal

### 4.2.1 Hand over from the current service provider

At the beginning of the contract, the current Clean Vehicle Portal (<http://www.cleanvehicle.eu/>) with all its content, design, files, database, procedures as well as details of the registered domain name and contact database will be made available by the current service provider (TÜV NORD) to the new service provider. The tenderers shall propose a mechanism for transferring all these contents into its servers and explain which Content Management System will be used for ensuring a smooth and a quick integration of the Clean Vehicle Portal functionalities.

The service provider must ensure a continuity of services for Clean Vehicle Portal users from the first three days of its contract.

The tenderers must outline in their offer how in these first three days the handover from the current service provider will be managed and how risks will be mitigated. In order to have a quick and smooth transition, costs related to the handover may be reimbursed by the service provider to the current service provider up to 10 person.days.

After the transfer of the current Clean Vehicle Portal to its servers, the service provider must host and maintain the portal until a new enhanced version is launched on the EUROPA site. During that time no major changes are expected on the portal structure.

### 4.2.2 Design and launch of the revamped Portal

The service provider is requested to further develop the current Clean Vehicle Portal taking into account the following minimum requirements:

- The service provider must analyse the current structure of the various subsections of the current Clean Vehicle Portal and work on an improved structure where appropriate. The service provider must improve the user-friendliness of the Portal for its target groups (including enterprises and citizens).
- A consultation with the main target groups including the current users of the Clean Vehicle Portal shall be carried out to assess their needs, the user friendliness, usability and attractiveness of the current Clean Vehicle Portal in order to define improvements. The service provider should also analyse the lessons from the IEE projects related to procurement activities and use them in its improvement strategy. Changes to content and structure of the Portal must be proposed to EACI, with a timetable for carrying them out.
- The service provider must consider national contexts including languages.
- The service provider must comply with all the rules for publication on the EUROPA site, following guidance from the EC's Information Providers Guide<sup>10 11</sup>. This guide is for everyone who develops and publishes material on EU websites, including webmasters, editors, content providers, web developers and contractors. The guide covers all aspects of publishing on the EUROPA site, describing the relevant editorial, technical and presentation standards in force. The rules set out in the guide are compulsory in order to ensure a coherent and user-friendly service to the users. They impose in particular that the visual identity be compatible with the EC visual identity.
- The service provider must screen and use relevant items from previous and ongoing Intelligent Energy Europe projects related to clean and energy-efficient vehicles.

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<sup>10</sup> <http://www.eumavors.eu>

<sup>11</sup> <http://ec.europa.eu/ipg/index.en.htm>

The revamped website must be launched on the EUROPA site no later than 9 months after the contract signature. IT security issues, including stress tests, need to be cleared with the relevant Commission services before the launch. In the event that, although ready, the new portal could not be migrated to the EUROPA site for reasons incumbent to the Commission services or to the EACI, the service provider must host the new enhanced portal on its servers until the migration is made possible.

#### *4.2.3 Maintenance of the Clean Vehicle Portal*

The service provider must put in place a structure to fully operate and update the Clean Vehicle Portal and all its functionalities both during the hand-over period and after the release of the enhanced website (month 9).

This includes at least the following sub-tasks:

- Management of the web-portal content and update

The service provider must perform the complete maintenance of the Clean Vehicle Portal information (databases of vehicle data, documents, links, news, users, etc.). This general maintenance must be carried out on a regular basis and must include updates and correction of any mistakes. The service provider must ensure that vehicle data uploads; subscriptions; un-subscriptions; updates; access rights; responses management; etc. are properly handled.

Information on new vehicles must be available in the vehicle database as soon as possible and no later than 6 weeks after the entry of the vehicles on the EU27+5 markets.

The service provider must ensure that all the contents published on the Clean Vehicle Portal are validated and subject to internal quality control following a precise Quality Assurance Plan. Any modification of the editorial workflow should be agreed by the EACI beforehand.

- IT maintenance and services

The service provider must ensure that all IT features of the Clean Vehicle Portal perform appropriately. In addition, the service provider must manage a fast-responding IT Helpdesk to answer questions and solve problems of users.

It is expected that the service provider will upgrade the scripting languages and operating systems to the latest releases as necessary. In the hand-over period the service provider should consider appropriately the implications of using an IT system not equivalent to the one currently used.

#### *4.2.4 Promotion of the Portal*

The European Clean Vehicle Portal should become a highly visible reference tool for its relevant stakeholders, in particular those bodies targeted by the Clean Vehicle Directive. It should attract new users and motivate them to change their purchasing habits using up-to-date and independent information on clean and energy-efficient vehicles.

The service provider must develop an effective communication strategy within 3 months from the signature of the contract. The service provider should ensure that his activities provide a sufficient coverage of the EU 27+5 and takes into account the local situation regarding vehicles markets.

The communication strategy must be mainly targeted to the bodies covered by the Clean Vehicle Directive and must include at least the following activities:

- « Preparation of a short video clip (e.g. 7 minutes or less, in English, French and German), to raise interest from the target groups in the Clean Vehicle Portal and to contribute to its attractiveness. This video clip must be developed by professionals and must be uploaded on the Clean Vehicle Portal and broadcasted through Internet channels.
- ® Production and targeted distribution of a new and attractive leaflet (in English, French and German; printed in about 5000 copies in total) to raise interest from public procurers in the Clean Vehicle Portal.
- ® Production of a user-friendly tutorial to guide visitors through the enhanced portal.
- ® Actions to raise interest among 'multipliers': e.g. organisations procuring vehicles for several local and/or regional public authorities; large fleet owners; intermediaries (e.g. automobile clubs).
- « Actions to strongly encourage vehicle manufacturers to provide data on vehicles. The involvement of vehicle manufacturers is considered essential to populate the vehicle database and thus facilitate its success.
- ® Presentation of the Clean Vehicle Portal at two large scale events attended by market actors (e.g. conference, fair).
- ® Publication of at least one news items per week on the portal to keep it dynamic and attractive.
- ® Production of at least 25 best practice case studies, each available in English, French and German and containing attractive pictures and about 400 words of text. Among these case studies: five should deal explicitly with the subject of joint procurement (procurement by several authorities); two should address the green procurement of vehicles by enterprises; and two should be stories involving households. In all those cases, like in any other parts of the portal, the information should remain free of commercial interest.

#### *4.2.5 Stimulate joint procurement of clean and energy efficient vehicles*

The service provider must improve the approach towards the stimulation of joint procurement of clean and energy efficient vehicles.

To this end it must assess the usability of the current available tools in the interactive information centre to support the formation of groupings for joint and co-ordinated procurement and review all relevant technical, financial, and legal information for the situation in the different countries. It should also review the experience of EU funded projects, such as COMPRO, PROCURA and STARBUS.

The service provider is invited to propose improved tools to stimulate the formation of groupings for joint and co-ordinated procurement.

The service provider should also develop close contacts with the national and regional bodies in the EU27+5 responsible for stimulating joint procurement at national and/or regional level (e.g. central purchasing authorities).

#### 4.2.6 Monitoring results and impacts

The Clean Vehicle Portal must have a substantial Impact In particular among those organisations covered by the Clean Vehicle Directive. The service provider must monitor performance Indicators to determine the success of the Clean Vehicle Portal in reaching Its objectives and creating an Impact, In particular In terms of energy savings and reduction of greenhouse gas emissions. Outputs and impact targets must be specific, measurable, achievable, relevant and time-bound (SMART).

The service provider must use at least the set of performance indicators presented in the table below. Targets must be set for the end of the 3 year operation of the portal as well as for 2020. Targets may be refined In the first three months of the contract. During the course of the contract, the provider must take Into consideration the adaptations that may be made to this list by the EACI.

Overall objective	Target by the end of the 3 years:	Target by 2020:
targets on energy efficiency and renewable energy sources	[to be specified] <sup>13</sup> Number of visitors and page views per month	■ [to be specified] Number of visitors and page views per month
	[to be specified] Cumulative Investment made in clean vehicles by portal users over the 3 years of the service <b>(Euro)</b>	* [to be specified] Cumulative investment made in clean vehicles by portal users over the 3 years of the service <b>(Euro)</b>
	[to be specified] Renewable Energy production triggered <b>(toe/year)</b>	■ [to be specified] Renewable Energy production triggered <b>(toe/year)</b>
	[to be specified] Primary energy savings compared to projections <b>(toe/year)</b>	■ [to be specified] Primary energy savings compared to projections <b>(toe/year)</b>
	[to be specified] Reduction of greenhouse gas emissions <b>(t CO<sub>2</sub>e/year)</b>	<sup>h</sup> [to be specified] Reduction of greenhouse gas emissions <b>(t CO<sub>2</sub>e/year)</b>

Detailed statistics on the use of the portal must be prepared and summaries must be made available on the web platform. This could include Items like: number of downloaded documents, online feedback, number of visitors, origin of the visitors, etc.

The service provider should analyse these figures on a monthly basis and suggest regular actions for improving the web portal Impacts in Europe and among the different target groups.

The service provider should also provide a strategy to measure the impact of the use of the Clean Vehicle Portal on joint procurement activities.<sup>12</sup>

<sup>12</sup> Wherever the text says [to be specified] the tenderers must provide an estimate in their offer.

#### *4.2.7 Stakeholders meetings*

The service provider must provide appropriate communication/logistic support for two events aimed at improving the portal and fostering its use:

- one first workshop with participation of relevant institutions and stakeholders to discuss the service provider's planned strategy to update and improve the Clean Vehicle Portal,
- One second workshop to get feedback on the enhanced Clean Vehicle Portal, approximately one year after its release.

These events must take place in Brussels and last for about half a day. They must allow exchanges between participants and therefore be limited to about 50 people selected for their potential relevant inputs to the discussions. The service provider must design a strategy to get participants interested and willing to engage in discussions relative to the Clean Vehicle Portal.

The service provider may use Commission's premises, No interpretation is necessary. Up to two participants (including speakers) may be reimbursed for their travel expenses.

The service provider must draft the agenda, identify relevant institutions and stakeholders and secure their participation (invitations and follow-up), take care of logistical aspects, and write conclusions of the meetings,

#### *4.2.8 Projectmanagement*

The aim of this task is an efficient and effective implementation of the contract by the service provider.

The service provider should offer an integrated approach to the overall management of the work programme, including co-ordination with other EU programmes and initiatives, regular reporting to the EACI and the transfer of the portal at the end of its contract to ensure a continuity of service for Clean Vehicle Portal users after the 36-month period.

In order to be able to adapt to the evolving EU policy context and priorities, the service provider should provide a flexible, reactive and dedicated management structure.

The service provider should also put in place a Risk Management Plan to ensure that project risks are properly identified, analyzed, documented, mitigated, monitored, and controlled during the whole duration of the service,

An EACI Project Officer will be the main contact point for the service provider and will act as interface with Policy Officers from DG MOVE. The Project Officer may request short email updates at any time and in this case, the response time should be no more than 3 working days,

The service provider may be requested by the EACI to attend regular (approximately every 4 months in Brussels) progress meetings with the aim to exchange information and to co-ordinate and evaluate the activities which have been carried out and those -that are planned. The service provider shall prepare and distribute the agenda prior to each meeting and prepare the meeting minutes within 5 working days of each meeting, In between those progress meetings, the service provider should ensure close communication with the EACI Project Officer on a fortnightly basis at least (emails or telephone).

The implementation of the contract will be monitored through regular progress reports (one inception report after three months, two technical progress reports, one interim technical report, and one final technical report, all in English), giving an overview of the progress in implementation, resource use, main achievements, outputs and impacts. In each progress report the service provider should undertake an evaluation both in terms of outputs and wider impacts of the work undertaken.



The service provider must provide the EACI, at any time during the contract execution, and in accordance with the development stage of the applications and products, full product description, requirement specifications, charts, source codes and any other supporting documentation and application manuals, within ten working days from the date of a written request, in order to allow the EACI to fully use and further develop the applications (Including the fully operational website) that have been used and developed during the project.

## **5 Place of performance**

The tasks will be performed on the service provider's premises, with the exception of meetings with stakeholders and the relevant services of the EACI which will take place In Brussels.

## **6 Starting date of the contract and duration of the tasks**

The contract shall enter into force when it has been signed by both contracting parties. It is expected that the contract will be signed before the end of 2012. The duration of the tasks will be of 36 months. This period is calculated in calendar days. The execution of the tasks may not start before the contract has been signed.

The main tasks must be completed as follow:

<b>Task/deliverable description</b>	<b>Due date after contract signature</b>
Hand-over of the current Portal.	Within 3 days
Kick-off meeting in Brussels to settle all the details of the project for the upgrade of the information and database of the Clean Vehicle Portal.	Within 15 days
Inception report documenting the hand over of the Portal and giving further details on the foreseen development and management of the Clean Vehicle Portal, including the monitoring of impacts.	Month 3
Detailed communication strategy to increase the use of the portal.	Month 3
First workshop to discuss with stakeholders the planned strategy to update and improve the Clean Vehicle Portal.	Month 6 (Indicative)
Release of the enhanced portal on the EUROPA site.	Month 9
First technical progress report presenting the state of advancement of the project according to the work plan.	Month 10 (covering months 1-9)
Interim technical report presenting the state of advancement of the project according to the work plan.	Month 19 (covering months 1-18)
Second workshop to get feedback on the enhanced Clean Vehicle Portal.	Month 21 (indicative)

Second technical progress report presenting the state of advancement of the project according to the work plan.	Month 28 (covering months 19-27)
Draft final technical report to be submitted to the EACI.	Month 36 (covering months 1-36)
Final report.	Month 36 (+ max. 2) (covering months 1-36)

## **7 Estimate of the amount of work involved**

The estimate maximum amount of this contract is EUR 500 000.

All reimbursable expenses, such as travel and dally allowances are included In this amount.

## **8 Terms of the contract**

In drawing up the offer, the tenderer should bear in mind the provisions of the draft service contract. Any limitation, amendment or denial of the terms of this draft service contract will lead to automatic exclusion from the procurement procedure.

This invitation to tender is in no way binding on the EACI. The EACI's contractual obligations begin only upon signature of the contract with the successful tenderer. Before the contract is signed, the EACI may either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified. No compensation may be claimed by tenderers whose tender has not been accepted, including when the EACI decides not to award the contract.

The EACI reserves the right to contract services described in this call for tenders outside the present contract.

The EACI may also use a negotiated procedure without prior publication of a contract notice for new services consisting in the repetition of the services entrusted to the service provider<sup>13</sup>.

### **8.1 Terms of payment**

Payments shall be made in accordance with the provisions specified in Articles 1.4, II.4 and II.5 of the draft service contract. In general, the payment scheme will consist of one pre-financing payment of 30% of the total value of the contract, one interim payment of 40% and the payment of the balance.

The schedule and procedure for the approval of the documents to be submitted and for the subsequent approval of the payment are specified in Articles 1.4 and II.4 of the draft service contract.

The EACI reserves the right to pay less than the amount foreseen In Article 1,3 of the draft service contract according to the tasks performed.

<sup>13</sup> Article 126(f) of the Implementing Rules of the Financial Regulation applicable to the general budget of the EC.

## **8.2 Financial guarantee**

For any pre-financing higher than EUR 150 000, a financial guarantee equivalent to the amount of the pre-financing will be requested.

Depending on the financial situation of the tenderer, the EACI may ask for a financial guarantee for amounts lower than EUR 150 000.

The financial guarantee shall take the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution. Such guarantee may also be replaced by a joint and several guarantee by a third party.

The guarantee must be denominated in euro and have the effect of making the bank, or financial institution or third party, stand as irrevocable collateral security or first call guarantor of the service provider's obligations. The guarantee shall not contain any expiry date.

The financial guarantee shall be released when the pre-financing is deducted from the interim payment or payment of the balance to the contract in accordance with the terms of the service contract.

## **8.3 Reports and documents**

The service provider is to provide the required reports in English and documents in accordance with the conditions of the draft service contract.

They include in particular:

- Ⓜ One interim technical implementation report covering month 1 to month 18 which should have documentation of the current status of work.
- One final technical implementation report covering month 1 to month 36 describing all the work carried out and the results obtained in performance of the contract and the resources used for each task.

Additionally, the contract will require:

- One inception report, after 3 months, documenting the hand over of the Portal and giving further details on the foreseen development and management of the Clean Vehicle Portal, including the monitoring of impacts.
- Two technical progress reports, covering month 1 to month 9 and month 19 to month 27. These reports should detail the performance in relation to the work programme, including occurred difficulties and corrective measures proposed/undertaken. They should also detail the list of work planned for the reference period, the list of work carried out, the resources used for each activity, and the list of work planned for the following reporting period.

Two copies of the above reports shall be supplied in paper form and one copy in editable electronic form.

## **8.4 Liquidated damages**

In the event of failure to provide the services by the deadline set in the service contract or if not provided in due form, liquidated damages will be applied as stipulated in the draft service contract.

Once the contract is signed between the parties, should the service provider fail to perform his obligations under the contract in accordance with the provisions laid down therein, the EACI may, without prejudice to its right to terminate the contract, reduce or

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recover payments in proportion to the scale of the failure. In addition, the EACI may impose penalties or liquidated damages in accordance with the provisions of the contract.

## **9 General terms and conditions for the submission of tenders**

Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the tendering specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Once the EACI has accepted the tender, it shall become the property of the EACI and the EACI shall treat it confidentially.

The EACI shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

## **10 Joint offers**

A joint offer is a situation where an offer is submitted by a group of tenderers. If awarded the contract, the tenderers of the group will have an equal standing towards the EACI in executing the service contract.

The EACI will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the EACI's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in annex 8 will help verifying the level of information to be provided according to the role of each entity in the tender. This means *inter alia* that each member of the consortia of firms or groups of service providers must specify the role, qualifications and experience of each of the members of the group.

The offer has to be signed by all members of the group. However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they must attach to the offer a power of attorney (see model in annex 7). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place model 2.

The contract will have to be signed by all members of the group. If the members of the group so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (see annex 7) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liabilities towards the EACI for the performance of the contract as a whole.

Statements, saying for instance; "that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest", or "that more than one contract should be signed if the joint offer is successful", are thus incompatible with the principle of joint and several liability. The EACI will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

In justified cases and subject to the approval by the EACI, the service provider may subcontract parts

## **11 Subcontracting**

of the services.

Service providers must state what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors. Legal persons must provide a document containing a list of the professional qualifications of the subcontractor. Tenderers may not choose subcontractors other than those mentioned in the offers unless they obtain the prior written authorisation of the EACI. The overall responsibility for the work remains with the tenderer.

Service providers must ensure Article 11.17 of the draft service contract can be applied to subcontractors. Once the contract has been signed, Article 11.13 of the above-mentioned contract shall govern the subcontracting.

### **12.1 General**

## **12 Form and content of the tender**

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

In order to speed up the selection process a summary in English would be preferred.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.). Tenders will be judged on the content of their written offers.

Tenders must be signed by the tenderer or his duly authorised representative.

Tenders must be perfectly legible so that there can be no doubt as to words and figures.

In case of discrepancy between words and figures, words should prevail.

Tenders must include the following information:

- all the information and documents requested by the EACI in order to assess the tender. In order to help tenderers presenting a complete tender, a checklist of the documents to be submitted is provided in annex 8. This checklist does not need to be included in the tender but tenderers are encouraged to use it in order to ease the assessment of their tender;
- the price in euro;

- one specimen signature of an authorised representative and a statement confirming the validity of the tender (preferably in blue ink); the tenderer must provide evidence of the authorisation to sign in name of the tenderer;
- the name of a contact person in relation to the submission of the offer,

## **12.2 How to submit a tender**

Tenderers shall observe precisely the indications of the invitation to tender in order to ensure their tenders are admissible.

Evidence of timely submission by post or courier service will be constituted by the date of dispatch, the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late delivery will lead to the non-admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non admissibility of the tender. Consequently, tenderers must ensure that their offers are packed in such a way as to prevent any accidental opening during its mailing.

## **12.3 Structure of the tender**

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

### *12.3.1 Section One: Administrative proposal*

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (annexes 2, 9 and 10).

- Tenderer's identification (see annex 2)

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 or she must provide a copy of the identity card or passport and proof that he or she is covered by the social security scheme as self employed person.

Each tenderer (including subcontractors or any members of consortium or grouping) must complete and sign the identification forms in Annex 2 and provide the above mentioned information. However, the subcontractor(s) shall not be required to provide those evidences when the services represent less than 20% of the contract.

- Financial identification (see annex 9)

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 9 and a specific form for each Member State is available at the following Internet address:

[http://ec.europa.eu/budaet/execution/ftiers\\_en.htm](http://ec.europa.eu/budaet/execution/ftiers_en.htm)

In case of a grouping or consortia with a legal representative, this form has to be provided only by the tenderer heading the project.

- Legal entities (see annex 10)

The legal entity form in annex 10 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/leaal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/leaal_entities_en.htm)

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

Tenderers may choose between presenting a joint offer (see section 10 above) and introducing an offer as a sole contractor, in both cases with the possibility of having one or several subcontractors (see section 11 above).

Whichever type of offer is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract.

The EACI reserves the right, however, to request additional evidence in relation to the offer submitted for evaluation or verification purposes.

### 12.3.2 Section Two: Technical proposal

This section is of high importance in the assessment of the offer in the award procedure for the service contract.

- The award criteria set out in chapter 14 below define those parts of the technical proposal to which the tenderers must pay particular attention. The technical proposal should address all matters laid down in chapters 3 to 6 above and should include models, examples and technical solutions to address the problems raised in the specifications. The technical proposal should also bring answers to all the questions listed in annex 1.
- Tenderers must present a general methodology/strategy and the organisation of work they will apply to the possible tasks under the specific contract. The level of detail of the tender will be important for the evaluation of the tender.
- In particular, tenderers should prove that they have the capabilities and experience to carry out the work.
- The technical proposal should include all information needed for the purpose of awarding the contract.

Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial offers. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Non-conformity with the technical specifications in chapters 3, 4, 5 and 6 will result in rejection from award.

The technical specifications and the tenderer's offer shall be integral parts of the contract and will constitute annexes to the contract.

### 12.3.3 Section Three: Financial proposal

All tenders must contain a financial proposal and the EACI will reject tenders where no technical or financial proposal is included.

The tenderer's attention is drawn to the following points:

- Prices must be quoted in euro, 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 offer because of the evolution of the exchange rate.

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- Prices shall be fixed and include all expenses, such as travel expenses and dally allowances necessary for the performance of the tasks and for the stakeholders meetings, and not subject to revision.
- « 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 should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the European Union is 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.
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- The financial offer must be formulated for the whole contract period.
- The reference price for the award of the contract shall consist of the amount in payment of the tasks executed, as stated in Article 1.3 of the draft service contract. In any case, this amount constitutes the maximum amount payable for the services performed.
- The tenderer must specify on the financial overview template (cf. annex 5):

For each category of staff to be involved in the project:

- the hourly professional fees (cf. section 14.3.2) and total number of hours (person-hours) each member of staff will contribute to the project;
- the total labour costs for each task of the project;
- the total labour costs.

For each organisation to be involved in the project:

- the travel expenses necessary for the completion of the tasks, taking into account a maximum of two participants (including speakers) at the stakeholders meetings, indicating the unit price and the quantity;
- the subsistence costs, indicating the unit price and the quantity;
- the subcontracting costs and the breakdown per tasks;
- the other categories of costs.

- Offers involving more than one legal entity must specify the amounts for each legal entity.

The EACI reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions specified in the invitation to tender.

### 13.1 Validity of offers

Tenderers must be prepared to maintain their tenders for six months from the final date for the submission of tenders.

Requests for further information do not affect the deadline for submitting offers.

### 13.2 Opening of offers

Tenders will be opened on Friday 08 June 2012 at 14:30 at the Executive Agency for Competitiveness and Innovation (EACI), Office COV2 10/190, Place Rogier 16, B-1210 Brussels. The location of the EACI is described on:

[http://ec.europa.eu/eaci/contact\\_en.htm#Ach](http://ec.europa.eu/eaci/contact_en.htm#Ach).

This opening session will be public. A representative of each tenderer may attend this opening. Tenderers wishing to attend are requested to notify their intention by sending an email at least 48 (forty-eight) hours in advance to the address given under point 10 of the invitation to tender. This notification shall be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening session on the tenderer's behalf.

## 14 Evaluation and award of contract

The evaluation will be based on the information provided in the tender. The EACI reserves the right to use any other information from public or specialist sources.

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

The procedure foresees:

1. To check, on the basis of exclusion criteria, whether tenderers can take part in the tendering procedure;
2. To check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the previous stage;
3. To assess, in the third stage, on the basis of the award criteria, each offer which has passed the exclusion and selection stages.

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#### 14.1 Exclusion criteria (Article 93 of the Financial Regulation)

Tenderers will be excluded if<sup>14</sup>:

- (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 judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- (f) they are currently 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.

The cases referred to in point 16.1. 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 Union's 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 Union 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).

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Article 93 of the Financial Regulation applicable to the general budget of the European Communities (OJ L 248, 16.9.2002), as amended.

*14.1.1 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 EACI reserves the right to check the above Information.

- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation In the procurement procedure or fail to supply this Information.

- c) find themselves In one of the situations of exclusion, referred to In paragraph 14.1.above for this procurement procedure.

*14.1.2 Evidence to be provided by the tenderers*

A/ When submitting their offers, each tenderer (Including subcontractor(s) or any member of a consortium or grouping) must provide a declaration on their honour, duly signed (original signature required) and dated, stating that they are not In any of the situations mentioned above. For that purpose they shall complete and sign the form attached In Annex 3. Where the tenderer Is a legal entity, they shall, whenever requested by the EACI, provide Information on the ownership or on the management, control and power of representation of the legal entity,

B/ The tenderer to whom the contract is to be awarded shall provide (the future service provider), within 15 (fifteen) days following receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the evidence specified below confirming the declaration referred to above:

- (1) The EACI shall accept, as satisfactory evidence that the tenderer Is not In one of the situations described In section 14.1 a), b) or e) above, production of a recent extract from the judicial record or, failing that, a recent equivalent document Issued by a judicial or administrative authority In the country of origin or provenance showing that those requirements are satisfied.

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- (2) The EACI shall accept, as satisfactory evidence that the tenderer is not in the situation described in 14.1.d) above, a recent certificate issued by the competent authority of the Member State concerned.
- (3) Where the document or certificate referred to in (1) and (2) above is not issued in the country concerned, and for the other cases of exclusion described in 14.1.c) and f) above, 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.
- (4) Depending on the national legislation of the country in which the tenderer is established, the documents mentioned in paragraphs 1,2 and 3 above shall relate to legal and/or natural persons, including, if necessary, the developer, the company directors or any person with powers of representation, decision-making or control in relation to the tenderer.
- (5) Where tenderers have doubts as to whether they are in one of the situations of exclusion, the EACI may itself apply to the competent authorities referred to in paragraph 3 to obtain any information it considers necessary about that situation.
- (6) The EACI may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 above if such evidence has already been submitted to it for the purpose of another procurement procedure provided that the issuing date of the documents does not exceed 1 (one) year 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 to the EACI in a previous procurement procedure and confirm that no changes in his situation have occurred. The tenderer shall indicate in his tender all the reference necessary to allow the EACI services to check this evidence.
- (7) The EACI reserves the right to request any other document relating to the proposed tender for evaluation and verification purposes within a delay determined in its request.

#### *14.1.3 Administrative and financial penalties*

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and service providers who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the ELI budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the service provider. That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

Candidates or tenderers who have made false declarations, have submitted substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded. Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question. The rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date on which the infringement is established as confirmed following an adversarial procedure with the service provider.

## 14.2 Selection criteria

Tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required under this call for tender. For this purpose, tenderers must provide evidence of economic, financial, technical and professional capacity to perform the tasks required in this call for tenders.

For the economic and financial capacity, the tenderer should demonstrate sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, as well as sufficient turnover in relation to the tasks expected under this contract.

Regarding the technical and professional capacity, the tenderer should demonstrate a previous expertise and experience in carrying out the requested services, as well as the technical skills necessary to deliver the requested services.

Tenderers should read this section carefully and supply the specific documents and information requested and any other documents that they wish to include by way of clarification.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

If several service providers are involved in the offer, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be tenderers. If the tender includes subcontractors, the EACI reserves the right to request evidence of their economic and financial capacity if the tasks subcontracted represent a substantial part of the contract.

### 14.2.1 Economic and financial capacity

Tenderers must provide proof of their economic and financial capacity by means of the following documents:

- a completed simplified financial statement form attached as annex 4 to these specifications;
  - the balance sheet and profit and loss account for the last three financial years for which the accounts have been closed;
- « a statement of overall turnover and turnover relating to the relevant services for the last three financial years.

This rule applies to all tenderers, 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.

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

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The economic and financial capacity of the tenderers will be evaluated on the basis of the following criteria and methodology:

- **Quick ratio (a)**, computed as the ratio of current assets less inventory to current liabilities. It is a widely used indicator of an organisation's capacity to pay off short term liabilities through the realisation of its short term assets in the event of unforeseen cash shortages.
- **Interest coverage (b)**, computed as EBITDA<sup>15</sup> to net interest cost, to evaluate the organisation's capacity to remunerate debt providers.
- **EBITDA on revenue (c)**, to measure the cash profit margin.
- **EBIT<sup>16</sup> on revenue (d)**, to measure the operating profit margin.
- **Leverage ratio (e)**, computed as the ratio of liabilities to equity. It is an indicator about the exposure of a tenderer to swings in earnings - the higher its debt level, the higher the risk lower earnings would result in the inability to service debt.

The financial capacity is determined in two steps: first, grades are attributed based on the value of each ratio, and then the sum of the grades determines the financial risk category in which a tenderer falls.

Grade	0	1	2
Quick ratio (a)	$i < 50\%$	$50\% < i < 100\%$	$i > 100\%$
Interest coverage (b)	$i < 2,5x$	$2,5x < i < 3,3x$	$i > 3,3x$
EBITDA on revenue (c)	$i < 5\%$	$5\% < i < 15\%$	$i > 15\%$
EBIT on revenue (d)	$i < 2\%$	$2\% < i < 4\%$	$i > 4\%$
Leverage ratio (e)	$i > 6x$ or $< 0x$	$6x > i > 4x$	$i < 4x$ and $> 0x$
Total grade	0-3	4-5	6-10
Risk category	Weak	Acceptable	Good

In addition the grades for the 3 (three) financial years provided are averaged to determine the risk category.

In the case of a joint offer, the total grade of the consortium is the weighted average of the consortium members' total grades, in relation to the costs of the work performed by each organisation in the consortium.

<sup>15</sup> Earnings before interest, taxes, depreciation and amortization, which is equivalent to the cash profits generated by the usual operations of a company and a main source of funds to remunerate external capital providers.

<sup>16</sup> Earnings before interest and taxes

### 14.2.2 *Technical and professional capacity*

Tenderers should demonstrate their degree of technical and professional capacity to carry out the requested tasks by providing information on the criterion referred to below. If several service providers/subcontractors are involved in the offer, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them.

By submitting a tender, a legal entity involved therein accepts the possibility of a check being carried out by the EACI on its technical capacities and, if necessary, on its research facilities and quality control measures.

In view of the specific nature of the contract, tenderers or eventually consortia including subcontractors must include:

- staff with a university degree and with at least 5 years of experience in a field related to clean and energy efficient road transport vehicles;
- staff with a university degree and with at least 5 years of experience in website design;
- staff with a university degree and with at least 5 years of experience in communication;
- staff with a university degree and with at least 2 years of experience in public procurement;
- staff with a very good command of English,

Tenderers must provide the following documents regarding previous expertise and experience in carrying out the requested services:

- The educational and professional qualifications of the service provider and/or of the firm's managerial staff and, in particular, those of the person(s) responsible for providing the services or carrying out the tasks, preferably using the European CV template available on <http://europass.cedefop.europa.eu>.
- List of main clients and *services* provided during the last three years indicating the value, date, recipient of the service and a description of the technical resources being put in place to provide these services.
- List of the five ongoing or recently finished most relevant project references (short description, recipient, volume, start date and duration) regarding the thematic areas of the tender as well as for elaborating user-friendly websites.
- A summary list of staff designated to perform the work demonstrating the linguistic capacity of the tenderer to perform the requested services.

If subcontracting of certain services is envisaged:

- description of the services to be provided by the tenderer directly and those which may be subcontracted;
- description of subcontractors already selected by the tenderer which may be used for certain types of work.

### **14.3 Contract award criteria**

The assessment method which will be used to determine the choice of the offer will be based on the criteria given below, on the basis of the economically most advantageous tender (quality/price ratio):

- Quality of the tender
- Financial value of the tender

#### *14.3.1 Quality of the tender*

The tenders will be evaluated following the award criteria and weights outlined below, producing a total score of 100 points:

Quality criteria 1 f 10 points): Quality of presentation and general understanding

- Clarity and completeness of the presentation
- Understanding of the aim and scope of this tender

Quality criteria 2 C30 points): Quality of the approach for improving the portal

- Analysis of the current portal and option(s) for improvement
- Methodology leading to the improvement of the portal, including the consultation process
- Approach to stimulate joint procurement

Quality criteria 3 (30 points')): Quality of the approach for managing and promoting the portal

- Strategy for the updates and operation of the portal, including the hand over from the current service provider
- Extent to which the portal will be effectively promoted to the target groups

Quality criteria 4 (30 points)): Quality of impact monitoring and project management

- Ambition and credibility of the impacts and extent to which users feedback, results and impacts will be monitored and used
- Project management strategy, including efforts allocation, risk management and quality control

#### **Minimum attainment per criterion**

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

#### **Minimum attainment overall**

Offers scoring less than 70% overall after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

### 14.3.2 Financial value of the tender

Tenders must state a total fixed price in Euro exclusively. Prices quoted should be exclusive of all taxes.

The price must be broken down into the following categories and annex :

(a) Professional fees: must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) and (d) below. The labour cost for each category of staff engaged in the project must be specified. The hourly rate for labour of each member of staff and the total number of hours each member of staff will contribute to the work should be provided as well as a breakdown of the costs per tasks.

(b) Travel and Subsistence Costs: In the event of travel being necessary to carry out the duties specified in the tender, taking into account a maximum of two participants (including speakers) at the stakeholders meetings.

(c) Subcontracting costs: In the event of subcontracting, the subcontracting costs should be specified and a costs breakdown per tasks should also be provided.

(d) Other Costs (if applicable): In the event of other costs, the other costs should be specified and a costs breakdown per tasks should also be provided

The annex 5 "Financial overview template" should be duly filled with all this information.

### 14.3.3 Award of the contract

The contract will be awarded to the tender offering the best value for money, which will be the one with the best quality-price ratio, taking into account the awarding criteria listed in section 14.3.1 and 14.3.2.

The quality/price ratio ("value for money") will be calculated by allocating a mark to each tender, applying the following formula:

	Total number of points fauality of the tender) x 100 000
	Total price (financial value of the tender)

The resulting mark gives an indication of the quality of the services offered in relation to their price. The contract will be awarded to the tender, which achieves the highest mark (i.e. the most cost effective).

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, the EACI may decide to give a zero mark for the relevant qualitative award criteria.

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## **15 Information to tenderers on the final evaluation**

The EACI 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.

If a written request is received, the EACI will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting 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.

The procurement procedure is concluded by a service contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to above shall

## **16 Award of the contract**

apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

After the award, during the information procedure, the EACI will request to the tenderer proposed for award the evidence on exclusion criteria defined in section 14.1. If this evidence was not provided or proved to be unsatisfactory the EACI reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

## **17 Annexes**

Annex 1: Technical evaluation questionnaire

Annex 2: Identification of the tenderer (details of the tenderer)

Annex 3: Declaration by the tenderer (form related to the exclusion criteria)

Annex 4: Simplified financial statement (form related to the selection criteria)

Annex 5: Financial overview template

Annex 6: Subcontractor's letter of intent

Annex 7: Power of attorney

Annex 8: Checklist of documents to be submitted

Annex 9: Financial identification form

Annex 10: Legal entity form

## Annex 1 – Technical checklist

### General issues

Please make sure that your offer is clear and complete and fully reflects the aim and scope of the tender.

Make sure that your timetable is consistent with the key milestones of this tender, in particular those listed in chapter 6 above.

Explain how you will ensure that the portal's content is independent of special interests and that there are no restrictions based on confidentiality and/or intellectual property rights from any third party due to the publication of documents and tools relative to this tender.

Explain your approach for transferring all the contents of the current Portal to your own server(s) and how risks will be mitigated.

### Task 1 - Hand over from the current service provider

Provide a short description of the IT systems (software and hardware) that you intend to use.

Explain how you will guarantee the continuity of service for the Clean Vehicle Portal users.

Explain how you will ensure that the handover is facilitated at the end of your contract period (i.e. after 36 months).

Provide a general assessment of the current Portal based on its structure, layout and

### Task 2 – Design and launch of the revamped Portal

information.

Detail the methodology that you will use to prepare the revamped Portal, including the consultation process.

Describe your approach to consider national contexts (including languages) and to ensure compatibility with the EC visual identity and the EUROPA site.

Outline the option(s) that you plan to consider to improve the Portal,

### Task 3 – Maintenance of the Clean Vehicle Portal

Explain your strategy to make the information on new vehicles available no later than 6 weeks after their appearance on the EU27 + 5 markets.

Explain how you will ensure the regular updating of the other pieces of information available on the Portal.

Explain how you will manage a fast-responding IT Helpdesk to answer questions and solve problems of users.

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Outline your communication strategy.

Explain your actions to raise interest from the target groups, including 'multipliers'.

Explain your actions to strongly encourage vehicle manufacturers to provide data on vehicles.

#### Task 5 – Stimulate joint procurement of clean and energy efficient vehicles

Provide an assessment of the current tools available on the current Portal.

Explain your approach towards the stimulation of joint procurement of clean and energy efficient vehicles.

Explain your approach for developing close contacts with the national and regional bodies in the EU27+5 responsible for stimulating joint procurement at national and/or regional level (e.g. central purchasing authorities).

#### Task 6 – Monitoring of results and impacts

Explain your approach for monitoring the results and impacts of the Portal.

Explain your strategy to measure the impact of the Portal on joint procurement activities.

Provide estimates for the five performance indicators listed in 4.2.6.

Explain how the results and impacts will be used to steer your work.

#### Task 7 – Stakeholders meetings

Explain your approach for organising the workshops mentioned under 4.2.7.

Explain your approach for the identification and participation of relevant stakeholders.

#### Task 8 – Project management

Explain your approach for the overall management of the contract.

Explain how risks will be mitigated.

Explain how quality control will be performed.

Provide information on the resources allocated to the different tasks.

(to be completed by the tenderer)

Call for tenders EACI/IEE/2012/001

<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>17</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: E-mail address:	

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<sup>17</sup> For natural persons

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<b>Legal Representatives</b>	
<b>Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties</b>	
<b>Declaration by an authorised representative of the organisation<sup>18</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:

Your tender will be processed by computer. All personal data (such as names, addresses, CVs, etc.) will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of Individuals with regard to the processing of personal data by the Community Institutions and bodies and on the free movement of such data<sup>3</sup>. Your replies to the questions in this form are necessary in order to assess your tender and they will be processed solely for that purpose by the department responsible for the public procurement concern. On request, you may have access to your personal data and have them rectified provided that they are incorrect. For any question relating to these data, please contact the controller of the processing operation: <deducted>@ec.europa.eu. Tenderers may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time. If, at any stage of the administrative treatment of grant applications, the persons or entities concerned consider that they have been affected by an instance of maladministration, they may, irrespective of any other means of redress, make a complaint to the European Ombudsman in accordance with Article 228 of the Treaty on the Functioning of the European Union as provided by the Parliament Decision of 9 March 1994 on the regulations and general conditions governing the performance of the Ombudsman's duties (OJ L 113 of 4 May 1994) and amended by decision of 14 March 2002 (OJ L 92, 9.4.2002, p. 13). \_\_\_\_\_

<sup>18</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

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

**Call for tenders EACI/IEE/2012/001**

1. In accordance with Article 93 of the Financial Regulation of the European Communities (Council Regulation 1605/2002 of 25.6.2002)..... published in Official Journal L 248 of 16 September 2002, I, the undersigned, [ ..... ], authorised to represent the tenderer, declare on my honour that the tenderer organisation is not in any of the following situations which would exclude it from participating in this procurement procedure:
  - a) is not bankrupt, being wound up or having its affairs administered by the courts, has not entered into an arrangement with creditors, or suspended business activities, is not the subject of proceedings concerning any such matters, and is not in any similar situation arising from a similar procedure provided for in legislation or regulations;
  - b) has not been convicted of an offence concerning its professional judgement by a judgment which has the force of res judicata;
  - c) is not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
  - d) has 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 it is established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
  - e) has 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 European Union's financial interests;
  - (e) is 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 tenderer organisation and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; the undersigned undertakes to inform the EACI without delay of any change to this situation after the date of submission of the tender.
  - b) that the information provided to the EACI within the context of this invitation to tender is accurate, sincere and complete.

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The EACI reserves the right to check the information provided. By returning this form, duly signed, the tenderer undertakes, when he is the tenderer proposed for award of the contract, to send to the EACI, within 15 (fifteen) calendar days following receipt of the EACI's request, preceding the signature of the contract, the evidence referred to in section 14.1.2 of the tender specifications and any additional document the EACI considers necessary to perform its checks.

By signing this form, the undersigned acknowledges that he or she has been acquainted with the administrative and financial penalties specified in Article 96 of the Financial Regulation applicable to the general budget of the European Communities<sup>1</sup> and Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation<sup>19 20</sup> which may be applied if one of the situations described in points l.a) to l.f) and 2.a) and 2.b) above arises.

Done at ..... on.....

Name of organisation .....

Name / first name of legal representative .....

Title or position in the tenderer organisation

Signature<sup>18</sup>:

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<sup>19</sup> OJ L 248 of 16.9.2002, p. 1

<sup>20</sup>OJ L 357 Of 31.12.2002, p. 1

<sup>18</sup> Original signature required, e.g. use blue ink

The "Simplified Financial Statement" Excel table provided on [http://ec.europa.eu/enerav/intelliaent/aetting-funds/call-for-tenders/index\\_en.htm](http://ec.europa.eu/enerav/intelliaent/aetting-funds/call-for-tenders/index_en.htm) should be completed by each tenderer, 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,

A print-out of the completed form should be included in the sealed envelope containing the offer, the required documents and the balance sheets and profit and loss account.

An electronic version should also be submitted by e-mail by each service provider individually to: [EACI-IEE-FINANCIAL-STATEMENTS@ec.europa.eu](mailto:EACI-IEE-FINANCIAL-STATEMENTS@ec.europa.eu), The subject line of the e-mail should be:

*Call for Tenders No EACI/IEE/2012/001 + name of the submitting organisation*

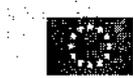
		Executive Agency for Competitiveness and Innovation (EACI) Simplified Financial Statement		
European Competitiveness and Innovation Agency	.....			
Legal entity name				
Tender Identifier	EACI/IEE/2012/001			
Closing date of financial periods dd/mm/yy	Duration of financial periods in months	Year		
Balance sheet				
Net fixed assets				
Current assets (maturity less than one year)				
Cash and cash equivalents				
Inventory (Stock)				
Total assets		0	0	0
Capital including reserves				
Provisions				
Long term debt (maturity above one year)				
Current liabilities (maturity less than one year)				
Total liabilities		0	0	0
		0	0	0
Profit and loss account				
Total revenues				
Personnel costs				
Other operating costs				
EBITDA		0	0	0
Depreciation and Amortization				
EBIT		0	0	0
Net interest cost				
Other income other than interest				

*Screenshot of the "Simplified Financial Statement" form*

General Comments:

« The tenderer must complete the financial overview template in its entirety for the services concerned. Prices must be stated in EUR, excluding VAT. The document is provided on:

[http://ec.europa.eu/enerQv/intelligent/getting-funds/call-for-tenders/index\\_en.htm](http://ec.europa.eu/enerQv/intelligent/getting-funds/call-for-tenders/index_en.htm)



**ANNEX 5 - FINANCIAL OVERVIEW TEMPLATE <deducted>**



*Screenshot of the "financial overview template" form*

**Call for tenders EACI/IEE/2012/001**

The undersigned:

Name of the company/organisation:

Address of the registered office:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tenders, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to \_\_\_\_\_ (*name of the tenderer*).

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tenders, and in particular Article 11,17 of the draft service contract in relation with checks and audits.

Done at .....on .....

Name of organisation .....

Name / first name of legal representative

Signature:

<deducted>

**MODEL 1 - (Designating one of the companies of the group as leader and giving a proxy to it)**

**Agreement / Power of Attorney**

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,

HEREBY AGREE AS FOLLOWS:

- (1) In case the EACI awards Contract... (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on..... for the provision of services for ... («**the Services** »),
- (2) As co-signatories of the Contract, all the Group Members:
  - (a) Shall be jointly and severally liable towards the EACI for the performance of the Contract.
  - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.
- (3) To this effect, the Group Members designate Company X as **Group Leader**. [*N.B.: The Group Leader has to be one of the Group Members*]
- (4) Payments by the EACI related to the Supplies or the Services shall be made through the Group Leader's bank account. [*Provide details on bank, address, account number, etc.*].
- (5) The Group Members grant to the Group Leader all the necessary powers to act on their behalf In connection with the Services. This mandate involves in particular the following tasks:
  - (a) The Group Leader shall sign any contractual documents — Including the Contract and any amendment thereto — and Issue any Invoices related to the Services on behalf of the Group Members.
  - (b) The Group Leader shall act as single point of contact for the EACI in connection with the Services to be provided under the Contract. It shall co-ordinate the provision of the Services by the Group Members to the EACI, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the EACI's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the EACI in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the EACI's consent.

Signed in..... on .....

Name

Function

Company

*(Repeat for each company)*

**MODEL 2 - (Creating the group as separate entity, appointing a group manager and giving a proxy to him/her)**

**Agreement / Power of Attorney**

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,

HEREBY AGREE AS FOLLOWS:

- (1) In case the EACI awards Contract... (**« the Contract »**) to Company 1, Company 2, ..., Company N (**« the Group Members »**), based on the joint offer submitted by them on.....for the provision of services for... (**«the Services »**).
- (2) As co-signatories of the Contract, all the Group Members:
  - (a) Shall be jointly and severally liable towards the EACI for the performance of the Contract.
  - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Services.
- (3) To this effect, the Group Members have set up under the laws of..... the Group ... (**«the Group »**). The Group has the legal form of a ..... *[Provide details on registration of the Group: VAT Number, Trade Register, etc.]*.
- (4) Payments by the EACI related to the Services shall be made through the Group's bank account. *[Provide details on bank, address, account number, etc.]*.
- (5) The Group Members appoint Mr/Ms.....as **Group Manager**.
- (6) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf In connection with the Services. This mandate involves in particular the following tasks:
  - (a) The Group Manager shall sign any contractual documents — including the Contract and any Amendment thereto — and issue any invoices related to the Services on behalf of the Group Members.
  - (b) The Group Manager shall act as single point of contact for the EACI in connection with the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Services by the Group Members to the EACI, and shall see to a proper administration of the Contract.

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Any modification to the present agreement / power of attorney shall be subject to the EACI's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the EACI in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the EACI's consent.

Signed in..... on .....

Name

Function

Company

*(Repeat for each company)*

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (coordinator/group leader in joint offer, partner in joint offer, single service provider, main service provider, subcontractor).

Some of the documents are only relevant in cases of joint offers or when subcontractors are involved. Additional documents might be

Specific reference	Description	Single Subcontractor Coordinator or group offer			Partner in a joint offer
		contractor	leader in joint offer		
12.3.1	Tender Identification form (annex 2)	■	B	B	B
14.1.2	Declaration of the tenderer (annex 3)	■	fl	B	B
14.2.1	Evidence of economic and financial capacity				
	o Completed simplified financial statement (annex 4)	■	(B) <sup>1</sup>	B	B
	o Balance sheet and profit & loss account for the last 3 financial years	fl	(■)	B	fl
	o Statement of overall turnover and turnover relating to the relevant services for the last 3 financial years	fl	(■)	B	fl
14.2.2	Evidence of technical and professional capacity.				
	o CV's of the staff responsible for providing the services	■	B	B	B
	o List of the main clients and services provided during the last 3 years	B	B	B	B
	o List of 5 ongoing or recently finished relevant projects	m	H	B	B
	o List of staff demonstrating the linguistic capacity of the tenderer to perform the requested services	B	H	B	B
	If subcontractors				
	o Description of the services to be subcontracted	B		B	B
	o Description of the subcontractor(s) already selected	B		B	B
14.3	Technical offer	B		B	
14.3	Financial offer and overview template (annex 5)	B		B	
12.3.1	Legal entity form	B	B	-fl	B
	Financial identification form	B		B	
Annex 6	Subcontractor's letter of intent		B		
Annex 7	Agreement / Power of attorney				B

necessary depending on the specific characteristics of each tender.

<sup>1</sup> Subcontractors representing less than 20% of the contract are not obliged to provide

evidence of their economic and financial capacity

(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 States is available at the following Internet address:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT <http://ec.europa.eu/YudQ-l/exsouboroTiersJL.htm>

### ACCOUNT NAME

ACCOUNT NAME<sup>(1)</sup>

ADDRESS

TOWN/CITY [

POSTCODE

COUNTRY[

CONTACT[

TELEPHONE[ E

- MAIL [

### BANK

BANK NAME[

BRANCH ADDRESS [

TOWN/CITY [

POSTCODE

COUNTRY[ ACCOUNT

NUMBER [ 1BAN<sup>(2)</sup> [

REMARKS:

BANK-STAMP -> SIGNATURE OF BANK  
REPRESENTATIVE

DATE -f SIGNATURE ACCOUNT  
HOLDER :  
(Obligatory)

DATE

(1) The name or title under which the account has been opened and not the name of the authorized agent *Ne* If the IBAN Code (International Bank account number) is applied in the country where your bank is situated (3) If is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

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

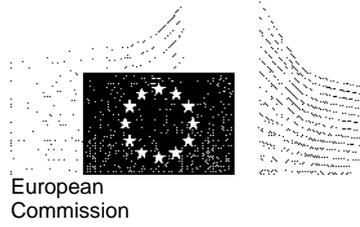
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

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 grouping, this form must only be provided by the person heading the project.

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**Annex II to Service Contract №  
EAC/IEE/2012/001**

**SERVICE PROVIDER'S TENDER №- EAC/IEE/2012/001**

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