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**Tender for procurement of EPC supplier**

**- Template**

**EFFECT4buildings Toolbox:**Energy Performance Contracting; Annex 3



The project “Effective Financing Tools for implementing Energy Efficiency in Buildings” (EFFECT4buildings) develops in collaboration with public building managers a comprehensive decision-making support toolbox with a set of financial instruments: **Financial calculation tools**; **Bundling**; **Funding**; **Convincing decision makers**; **Energy Performance Contracting**; **Multi Service Contracting**; **Green Lease Contracting**; **Prosumerism**. The tools and instruments chosen by the project has the biggest potential to help building managers to overcome financial barriers, based on nearly 40 interviews with the target group. The project improves these tools through different real cases.

To make sure building managers invest in the best available solutions, more knowledge on different possibilities is needed as well as confirmation from colleagues that the solutions performs well. EFFECT4buildings mapped **technological solutions** for energy efficiency in buildings with the aim to share knowledge and experiences of energy efficiency solutions among building managers in the Baltic Sea Region.

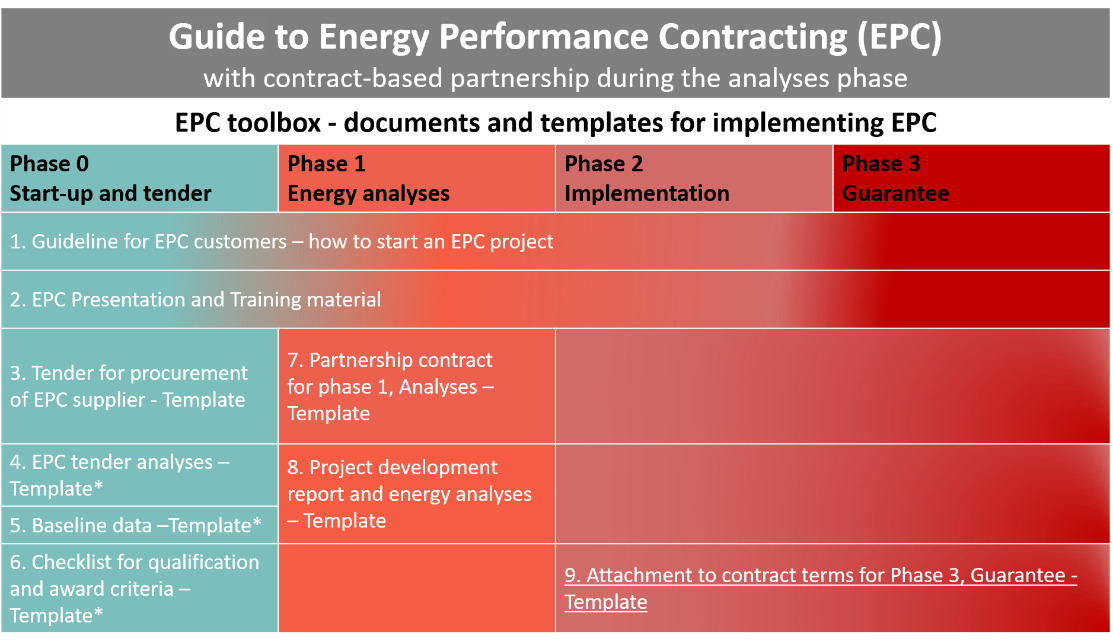
**Energy Performance Contracting** (EPC) is a well-tested and successful model for energy saving. It is used by public building owners to reach climate and energy targets at a faster pace than with traditional implementation. There is still a large energy-saving potential in public sector.

This template for procurement of EPC supplier is based on the EPC Guide developed in the framework of the EFFECT4buildigs project. The guide introduces a new implementation model based on experiences in the countries involved in the EFFECT4buildings project. Its main novelty aspects being contract based partnership during the analyses phase and new award criteria to better fit the goals of building owners.

The **Tender for procurement of EPC supplier** is part of a toolbox with 9 documents and templates adapted to the new implementation models various phases primarily emphasising the first two phases. Experiences from past EPC projects shows that decisions made early are crucial. The goal is to promote EPC as an energy saving model and simplify the start-up of an EPC project. The main differences compared to traditional EPC tender documents are:

* New award criteria, improved quality requirements, tender analyses of example buildings
* Adapted for partnership contract in phase 1 analyses

Below is a schematic overview of the adapted tools and instruments for EPC:



*\*Not considerably altered compared to traditional EPC implementation model documents*

**How to use the template**

* Please note the disclaimer.
* This document is based on a Norwegian template for EPC procurement and adapted for changes in the new implementation model for EPC with contract-based partnership in phase 1.
* If templates for EPC procurement exists in your country, it might be a good solution to use that as a starting point for adaptations.
* In the margins there are important information to users with background information and advice on what sections should be thoroughly checked and adapted to national laws, regulations, and specific project conditions.
* Please make sure all introductory text, texts in the margins and logos and layout are deleted before launching the EPC tender.

The EFFECT4buildings project is implemented with the support from the EU funding Programme Interreg Baltic Sea Region (European Regional Development Fund) and Norwegian national funding. The aim of the project is to improve the capacity of public building managers in the Baltic Sea Region by providing them with a comprehensive decision-making support toolbox with a set of financial instruments to unlock the investments and lower the risks of implementing energy efficiency measures in buildings owned by public stakeholders. More information: <http://www.effect4buildings.se/>



**Partners**

# TENDER

# FOR PROCUREMENT OF EPC SUPPLIER

Limited competition

**Energy Performance Contracting (EPC)**

**Process for guaranteed energy savings**

**with partnership agreement in the analysis phase**

**Name of building owner/municipality**

Disclaimer:

Always ensure compliance with the country's procurement laws. Although this document is thoroughly elaborated, it should be adapted to national laws and regulations and verified by national legal counsel / lawyer in each country before launching the tender. This document is a template that must be adapted to each project, so that the customer's goals and expectations for the project are best taken care of.

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# Assignment and project information

## Information about the competition

### Client

[The name of building owner / municipality] hereby launch a competition for the supply of Energy Performance Contracting (EPC), a process for guaranteed energy saving.

This contract will apply to [the name of building owner / municipality]. Possible use of an option for the implementation of the phase 2 implementation phase and the phase 3 savings guarantee phase in the project depends on political approval.

The representative of the municipality ifm. Implementation of this project is [name, with mobile number and email].

### Procurement Procedure

This procurement will be carried out in accordance with the Public Procurement Act [reference to national law] and the Public Procurement Regulations [reference to national regulations]. Contract awarding will be made in accordance with the restricted competition procedure, [reference to national law with §s].

This competition starts with a qualification phase. EPC Suppliers (Energy Service Companies/ESCOs) first submit a proposal (application) for participation in which they must document that the qualification requirements in section 3. Qualification requirements are met. The client will evaluate whether the qualification requirements are met. If, after the evaluation, there are more than 3-5 qualified suppliers, the client will select the best 3-5 suppliers (pre-qualification) in this range to submit tenders based on 4. Selection criteria.

The client plans to conduct a dialogue through negotiations with one or more of the suppliers who have submitted tenders in this competition. The negotiations may concern all parts of the tenders. The selection of bidders invited to negotiations with will be made after an assessment of the award criteria. It is planned to conduct negotiations with up to 3 suppliers. The number of rounds of negotiations has not been defined, and the client reserves the right to reduce the number of suppliers during the negotiation round.

Negotiations will not be implemented if the client, after the offers have been received, considers that negotiations are not appropriate. Dialogue in the form of corrections / clarifications is carried out if deemed necessary.

The EPC Supplier shall comply with all requirements set out in this tender document with annexes. Furthermore, all questions for the competition must be asked via the electronic communication system.

### The procurement

The offer must include a guaranteed energy saving process , comprising of the three phases analysis phase (phase 1), implementation phase (phase 2) and saving guarantee phase (phase 3), where the client has an option on phase 2 and phase 3. Phase 1 is implemented in a partnership process.

Energy Service Companies (ESCOs) who supply tenders that meet all requirements stated in the tender documents will be paid [EUR xxxxx, -. including VAT].

### Communication, revision of tender and additional information

Communication in this competition must take place via [<insert URL / electronic address of the system to be delivered to>]

All corrections, supplements or changes to the tender documentation, as well as questions and answers in anonymous form, will be communicated in the chosen communication system.

The deadline for asking questions is dd.mm.yyy. If questions are submitted after this time, the client is not obliged to answer.

### Information meeting invitation

The EPC suppliers/ESCOs are invited to a meeting with the building owner / municipality where the client will present information about the project, including the conditions for the interaction in phase 1 and how this phase differs from the traditional EPC model where phase 1 is contractor controlled.

Time: dd.mm.yyyy at 0000

Attendance: Address

Registration for the offer meeting takes place via <insert URL / electronic address of the system to be delivered to> within dd.mm.yyyy at 12 noon.

Minutes from the meeting will be written and will be a part of the tender documentation.

### Documents for procurement

This tender document, as well as all documents contained in the electronic communication system and the minutes of the tender meeting, form the basis of the competition. The contract will also include minutes from clarification meetings / contract meetings, and any written additional information and changes.

The EPC supplier must familiarize itself with matters that may have an impact on the assignment and the way in which the work is to be carried out.

The energy contractor is obliged to communicate all relevant parts of the competitive basis to any/possible subcontractors.

If the EPC supplier discovers deficiencies or ambiguities in the basis of this competition that are of significance for the implementation of the contract, pricing, etc., the EPC supplier shall notify the client of this without undue delay via the communication system in section 1.1.4.

### Deadline for petitioning request for temporary injunction

Pursuant to [reference to national laws and §s] 8-16 of the FOA, the deadline for the submission of a temporary injunction against the client is set 15 days from the day after the client has sent notice pursuant [reference to national laws and §s]

# Requirements for the offer/proposal

The offer must be delivered in accordance with the terms set out in this tender. Any and all deviations and reservations must be clearly stated and priced.

The proposal/offer and related documents must be in [Language].

## Content of the offer/proposal

The bidder shall deliver all documents described in the checklist in Appendix x to the tender documents.

The tenderers who are prequalified for participation in the tender round shall carry out tender energy analyses on x representative buildings, listed in Chapter 6.1,

The tender analises shall be carried out in accordance with the template in Appendix x. The main figures should be copied to Appendix x offer form.

The energy efficiency measures described in the tender analysis shall form the basis for all the energy efficiency analysis to be prepared for the building stock in the portfolio. Described qualities for measures in the tender must be transferred/apply to measures in the same category for residual? buildings in the portfolio. An example is the energy monitoring system; The level and system described for the tender analysis shall be transferred to the remaining building stock. The same applies to the cost level of measures; investment costs for new ventilation units or heat pumps shall be at the same level for the remaining building mass as for the tender analyiss. And similarly, for saving; the assumptions for estimated savings must be the same for similar measures in the rest of the portfolio.

The energy contractor shall follow and describe what? as the tender form and check list (in Appendices x and x) indicate. Requirements stated in section 6.1 of the tender documents must also be considered and stated in the offer.

Following the conclusion of a contract for phase 1, the tenderer shall present calculations for investment and the basis for calculations for all measures stated in the tender/offer analysis.

## Tender deadline

Deadline for submission of tenders is: dd.mm.yyyy at 12:00.

## Period of valid proposal/offer

The EPC Supplier/ESCO must stand by his offer until the contract is signed or until given date of abidance.

## Schedule for the procurement process

Time schedule for all phases of the project might be added to the table.

| **Planned date** | **Activity** |
| --- | --- |
| dd.mm.yyyy | Launch of tender [on national official tender portal] |
| dd.mm.yyyy at 12.00 | Deadline for questions |
| dd.mm.yyyy at 12.00 | Deadline for submission of tender |
| dd.mm.yyyy at 13.00 | Opening of tender |
| dd.mm.yyyy | Tender evaluation and choice of supplier |
| Week xx | Negotiation meetings |
| dd.mm.yyyy | Emission of award letter |
| dd.mm.yyyy at 12.00 | Deadline for complaints |
| dd.mm.yyyy | Signing of the contract and start-up meeting |
| dd.mm.yyyy | Start-up meeting - tentative |
| dd.mm.yyyy | Formal start-up of contract implementation |
| dd.mm.yyyy at 12.00 | Bidders date of abidance for valid offer |
|  |  |

# Qualification criteria

*Either*

In order to have his offer evaluated, the supplier must provide a self-declaration that he meets all of the qualification requirements stated below.

The supplier (s) that is nominated for the conclusion of a contract must, before entering into a contract, document fulfillment of the qualification requirements in accordance with the stated documentation requirements.

*Or*

In order to have his offer evaluated, the supplier must provide requested documentation that he meets the qualification criteria.

## Certificate for taxes

The [National] supplier shall have orderly conditions with regard to payment of tax, labour tax and value added tax.

### Documentation requirement:

Certificate for tax and value added tax, not older than 6 months.

## The EPC supplier's organizational and legal position

The supplier must be registered in a business register, a professional register or a trade register in the state in which the supplier is established.

### Documentation requirement:

[Country companies]: Company certificate

Foreign companies: Proof that the company is registered in a business register, a professional register or a trade register in the state supplier is established.

## The economic and financial capacity of the EPC Supplier

The EPC supplier shall have sufficient financial and financial capacity to carry out the contract. Creditworthiness without a collateral requirement will be sufficient to meet the requirement.

### Documentation requirement:

Credit rating from an approved credit rating agency.

## EPC Suppliers technical and professional qualifications

It is required that the EPC Supplier has successfully completed similar assignments and has an organization that is equipped to execute the contract. Furthermore, the EPC Supplier must have a well-functioning quality assurance system and have the approvals necessary to carry out the work.

The ability to deliver the project must be documented by stating at least 3 reference projects of similar complexity, with client contact persons who can be contacted for documented implementation ability. In addition, organizational plans must be attached showing key personnel to be used in this project. CVs on of key personnel must be enclosed.

Organizational plans for each EPC phase should show the names of key people.

* **Phase 1:** Organizational plan showing organization for the analysis phase, with minimum project manager and responsible for analysis, as well as subject managers for the relevant subject areas (electrical, plumbing/HVAC, energy monitoring system (EMS), Automation (AUT), information).
* **Phase 2:** Organization plan showing organization for implementation, with minimum project manager and subject managers for the relevant subject areas (electrical, plumbing/HVAC, EMS, AUT, construction, information).
* **Phase 3:** Organization plan showing organization for the savings guarantee phase, with minimum project manager and project staff.

The documentation must be good enough for the tenderer/bidder to assess and weigh the implementation ability in the selection criteria.

### Documentation requirement:

* The company's most important relevant references / deliveries in the last 3 years, including their value, time and contact person of the client
* Statement regarding the company's quality assurance system / quality management system
* Confirmation that the EPC Supplier is authorized / approved for the works the offer includes
* Documentation of performance capability as described above

# Award Criteria

If there are more than 3-5 suppliers who meet the minimum qualification criteria, the client will rank the suppliers according to the best supplier principle. The assessment is done based on of how the performance ability is described in section 3.4. “The EPC supplier's technical and professional qualifications” are clarified and described for this procurement.

# Award Criteria and evaluation

## Award Criteria

The contract is awarded to the tenderer/EPC supplier who has the best quality-price ratio, based on the following criteria. See Appendix A Price form for a more detailed explanation:

|  |  |  |
| --- | --- | --- |
|  | **Criteria** | **Wight** |
| 1 | **Best profitability for customer**  Net present value for profitable measures in the tender analysis, and annual phase 3 cost for the entire portfolio. | [30-40] % |
| 2 | **Understanding of the assignment/project**  Implementation plan with a progress plan that describes how the project is intended to be implemented. Lessons learned from previous projects and how to secure a good project. | [20-30] % |
| 3 | **Mark-up percentage**  Energy contractor mark on the full cost in calculating the investment cost measures. | [20-30] % |
| 4 | **Quality**  (1) Quality of proposed solutions, (2) training / training in phase 3 and (3) description of model for documentation of energy savings. | [30-40] % |
| 5 | Insert more criteria here | […] % |

NB!

In this competition, the client wants a package of measurements with payback time about 10 years before any possible public financial support. Offers that deviate greatly from this will be rejected.

Insert chosen evaluation model and score intervals.

# Information about the project

## Background and goals / targets

[Here the client fills in the background and purpose of the tender]

Example: The background for this competition is to reach targets set in climate and energy plan and / or xxxx

The purpose of the procurement is to achieve a significant, long-term and cost-effective reduction of energy consumption and energy costs in the client's building stock and facilities, without deteriorating indoor climate, and without increasing greenhouse gas emissions or other negative environmental consequences of energy use. It is also a goal for building owners to gain increased competence for the rational and efficient operation of their own buildings.

In Phase 1 analysis phase, the parties will develop a preliminary project in mutual cooperation/partnership.

The decision to exercise the option for phase 2 and phase 3 must be anchored through decisions in [the municipal council / other bodies].

Scope of the contract:

* Number of buildings: xx
* Total heated area: approx. xxx m2
* Pre-consumption/baseline: approx. xxx GWh / year
* Building types/main building types

The client refers to appendix x for an overview of the portfolio for the EPC contract (contractual basis) with baseline data.

## Content, scope and progress

The assignment includes the following phases:

1) Phase 1: The analysis phase, in which the parties will develop a preliminary project in mutual cooperation

2) Phase 2: The implementation phase

3) Phase 3: The savings guarantee phase

The implementation phase (2) and the savings guarantee phase (3) are an option that the client has unilateral right to trigger, in whole or in part, [name of relevant national turnkey standard].

**Phase 1: The analysis phase**

The starting point for phase 1 is the energy contractor's tender analysis. The client can choose to use the energy contractor's proposal for a package of measures for the example building in the offer analyses where they document the offered savings and investment for the buildings. There may be some measures where the municipality sees added value by e.g. increase airflow, major rehabilitation or go from air / air to air / water heat pumps. In such cases, the parties agree to deviate from guaranteed savings and investments.

The analysis phase includes a review/survey of the buildings in the portfolio together with representatives from the client. The buildings are mapped and analysed to reveal energy efficiency measures, with associated savings, costs and profitability. The costs shall include physical installations and operational measures with the necessary training, but not pure training measures.

Training and motivational measures in the client's organization shall be included in the cost of phase 3. The savings of these measures are set at [3-5%] of the energy consumption after implemented measures.

The energy contractor prepares an energy efficiency analysis for each building. In the end, all measures from all the energy efficiency analises are compiled in a project development report. Minimum requirements for content in energy analysis and project development report are given in Appendix X.

In the analysis phase, the parties will develop a preliminary project in mutual interaction. The analysis phase will result in a complete pre-project plan, with a unified fixed price and completion deadline for the implementation phase (phase 2).

Appendix X of the tender documents (Contract terms phase 1 The analysis phase, partnership agreement in phase 1 based on based on [national turnkey standard relevant for EPC projects] will apply to the analysis phase. See this appendix for a detailed description of the work, process and delivery during the analysis phase.

**Phase 2: The implementation phase**

The implementation includes planning and implementation of the measures the client chooses to proceed with after the analysis phase. This phase is regulated by [name of relevant national turnkey standard].

The implementation phase is an option, which means that the client can choose not to implement the measures, or implement all or part of the measures identified during the analysis phase under their own control. The client is under no obligation to give the chosen energy contractor reasons for choosing not to initiate the implementation phase.

If the client chooses to implement phase 2 (implementation phase) and phase 3 (the savings guarantee phase) only for parts of the contract basis, the energy contractor shall have the right to demand compensation adjusted for the changed contract scope, [name of relevant national turnkey standard with reference to chapter/paragraph etc.]

**Phase 3: The savings guarantee phase**

The energy contractor guarantees energy savings and operating costs for the measures and their development, so that the investments made maintain their function. This is done in cooperation with the client's operating personnel.

Training and motivational measures in the client's organization shall be included in the cost of phase 3.

In this project, the client will enter into a contract with a savings guarantee of xx years with the option to extend the contract term for the savings guarantee phase until the pay-back time of the implemented measures.

The savings guarantee phase is regulated by [name of relevant national turnkey standard and reference to chapter].

The savings guarantee phase is linked to the implementation phase, ie it must be implemented if the option for the implementation phase is triggered.

Desired progress is:

Phase 1: Start up 10 days after the contract is signed. 6-12 months implementation time.

Phase 2: Start up 10 days after the contract is signed. 18-24 months completion time.

Phase 3: Start up immediately when the implementation phase ends.

In the case of the sale of one or more buildings (contractual objects), the new owner has the right, but not the obligation, to enter into the part of the agreement that applies to the affected contractual objects on the same terms where also possible adjusted remuneration is regulated. See [name of relevant national turnkey standard and reference to chapter]

## General requirements for the delivery

Buildings and facilities included in the portfolio can be found in the baseline data form in Appendix x. This represents x number of buildings.

Tenderers/bidders must prepare tender analysis for the following buildings:

1. (school with swimming pool?)

2. (nursing home?)

3. (kindergarten/day-care?)

4. (?)

The energy contractor's delivery? shall include complete design and implementation of the measures included in the contract. Examples of requirements for delivery (the overview is not exhaustive):

|  |  |  |
| --- | --- | --- |
| 1 | Rigging and operation | All necessary rigging and operation costs for the work, including the obligation to fulfil the requirements for preventive/safety measures in [section X of the Building Regulations], shall be included. |
|  |  | The project will follow guidelines [XXX - Clean dry building, prepared by XXX ] |
| 2 | Construction work | Specifically, which [national building regulations and guidelines] are used as the basis for the implementation, all building measures, including construction auxiliary work for technical subjects, must be stated. |
|  |  | All supporting work must be included in the costs of the measures. |
|  |  | The energy contractor shall be responsible for necessary building application and their possible fees, connected to the measures proposed by the energy contractor. |
|  |  | The energy contractor is responsible for ensuring that all construction site conditions are assessed. The energy contractor shall visit the construction sites on his own initiative and become familiar with the local conditions. The buildings must as far as possible be operational during the work, and progress must be planned based on this situation and in understanding with the users. |
| 3 | Heating Ventilation and Air Conditioning (HVAC) – Sanitation, installations | E.g heat pumps: Building owner requirements - Replace district heating / local heating? Special requests for type of heat pumps? |
|  | Indoor climate | Requirements for indoor climate? Operation times? Automation? |
| 4 | Electrical | E.g light: according to owners’ requirements |
| 5 | Alarm, telecommunication and automation | Energy Monitoring System (EMS): any additional information on existing facilities or expectations for new facilities? |
|  | Integrated Building Management System (BMS) - automation | BMS: any additional information on existing facilities or expectations for new facilities. |
| 10 | Miscellaneous | All measures must, as a minimum, comply with the current requirements for financial support, current applicable official standards, current building regulations, working environment requirements, light norm (for lighting measures) and building guidelines. |
|  |  | Documentation on existing buildings and facilities cannot be expected to be complete. The municipality will provide the energy contractor with all the material available to the municipality, either on paper or electronically. |
|  |  | Any annual costs, license costs, service costs, upgrade costs, etc. Related to the measures, should be included in the offer for the savings guarantee phase. |
|  | Safety, Health and Working environment (SHW) | The energy contractor will be the main contracting company in accordance with national requirements regulated by the existing Working Environment Act. Appendix x shall apply |
|  | Management, Operations, Maintenance (MOM) | Fill in requirements for MOM |
|  |  |  |

## Option energy labelling

Status for energy labelling and the need for valid energy certificates should be described. The building owner should consider to include demands for energy labelling in the EPC tender.

# Contract terms

[NS 6430: 2014 The Norwegian official EPC standard] forms the basis of the contractual relationship with the following changes / specifications:

|  |  |
| --- | --- |
| Phase 1 | Appendix X, CONTRACT TERMS PHASE 1 The analysis phase, PHASE 1 INTERACTION PRICE based on [NS 6430] |

Form 6430 B to NS 6430 is used for phases 2 and 3. In addition, the client's provisions on pay and working conditions apply.

The contractor may not have more than two sub-contractors in the chain below, cf. Procurement Regulations § 8-13 and § 19-3.

In the event of a considerable breach, the building owner may suspend or cancel the contract if the relationship is not rectified within a reasonable period given by written notice, with notice of suspension or cancellation if this does not happen.

The contractor's use of sole proprietorship shall be justified in writing. Use of staffing companies must be notified to the building owner and is subject to the Working Environment Act, including the requirement for equal treatment in § 14-12a. The building owner can only refuse use where he has factual reason.

When entering into sub-contracts exceeding a value of EUR X00,000 excl. VAT. the contractor must obtain a tax certificate, cf. regulations on public procurement. A similar certificate must be obtained from subcontractors with business address in EEA countries other than Norway. At the request of the developer, the contractor must present the tax certificate.

If the certificate is not presented or shows delays that are not insignificant, the building owner may require the subcontractor to be replaced free of charge if the situation is not rectified within a reasonable period given by written notice, with notice of replacement requirement if not done.

All agreements the contractor enters into for the implementation of work under this contract shall contain similar provisions.

# Attachments

Examples:

Appendix X Offer form

Appendix X Template - Project Development Report and energy analyzes

Appendix X Baseline data

Appendix X Template for offer analysis

Appendix X Draw present value calculations

Appendix X Build energy labelling

Annex X ILO - self-declaration

Appendix X Overview SD system

Appendix X Framework agreements and service agreements

Appendix X Checklist for answered qualification and award criteria

Appendix X Template contract terms phase 1 analysis phase interaction contract

Appendix X Form 6430 B to NS6430, EPC phases 2 and 3. Order from form [www.standard.no](http://www.standard.no)