



INVITATION TO TENDER

ELU_2025_003

**In relation to
Asset Connectivity API solution**

as part of a competitive tendering procedure for economic operators following the recommendations of the European Commission for contracts not exceeding the thresholds of the EU Directive 2014/25 on public procurement in specific sectors

Appendix

COMMITMENT FORM

I, the undersigned [the signatory with authority to engage the company]

--

acting in the capacity of

--

of the company [company name].

--

whose head office is located at [company address].

--

Company details [Telephone no., E-Mail address of contact person] :

--

within the framework of the contract entitled: **ELU_2025_003 Asset connectivity API solution.**

and acting :

- ☐ as an Individual Economic Operator
☐ as part of a consortium of Economic Operators (*) :

Members jointly and severally liable :	
Authorised representative of the temporary partnership:	

By signing below, the Economic Operator declares that it has read all the documents making up the tender file and undertakes to deliver the supplies requested, to provide the services requested or to carry out the work requested at the price indicated in the price schedule in accordance with the conditions of the tender file. The Economic Operator's attention is expressly drawn to the fact that the present contractual clauses foresee late payment penalties to be applied in the event of violation of the intermediate and final deadlines provided for under the present contract. By signing, the Economic Operator expressly accepts the clauses relating to late payment penalties.

(*) If the present offer is submitted within the framework of a group of Economic Operators (e.g. within the framework of a joint venture), all the participants in this group of Economic Operators must complete and sign the present undertaking form, unless a representative with the power to bind all the participants in the group of Economic Operators has been appointed from among the participants.

Date and place :	Company stamp and signature

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DEFINITIONS

In this Invitation to Tender and in any other document forming part of the Tender Documents, the following terms shall have the following meanings:

Invitation to Tender: the present document by which Economic Operators are invited to submit an offer within the framework of competitive bidding.

Contract: the contract concluded between the Buyer and the Economic Operator after the latter has been awarded the Contract. The Contract may be formalised by one or more purchase orders or by the signature of a Negotiated Contract or by any other document issued by the Buyer and accepted by the Economic Operator.

Negotiated Contract: Contract negotiated and signed between the Buyer and the Economic Operator after the latter has been awarded the Contract and comprising special stipulations replacing certain provisions of the general and/or special contractual clauses contained in this document.

Contracting Entity or the **Buyer:** refers to the company more fully described in article 1.2.

Force Majeure: means any event occurring after the conclusion of the Contract, beyond the control of the affected party, which could not be reasonably foreseen at the time of the conclusion of the Contract and the effects of which cannot be avoided by the implementation of appropriate measures, which temporarily or definitively prevents the performance of all or part of the obligations deriving from this Contract.

Contract: the present contract, the specifications of which are detailed in the present Invitation to Tender.

Obligation of Result: the obligation for the Economic Operator to achieve the results defined in the Contract in relation to the Services and Deliverables as well as the results that the Buyer is reasonably entitled to expect in the context of the performance of the Contract.

Offer: the documents submitted by an Economic Operator within the framework of the Invitation to Tender and including in particular the price, the explanations required in this document, the commitment form and the signature of the Economic Operator.

Economic Operator: any natural or legal person or public entity, or any group of such persons or entities, including any temporary association of companies, which offers to carry out works, supply products or provide services on the market.

Web Portal: the www.procurement.lu website, owned and operated by the Encevo Group for tendering purposes.

Services: all work, works, supplies and/or services covered by the Contract, including ancillary services such as transport, assembly and related training. The term Service(s) may refer to some or all of the services offered/to be offered.

Draft Contract to be Negotiated: Draft of the Negotiated Contract sent or delivered by the Buyer to the Economic Operators.

Site: any place where the successfully awarded Economic Operator will perform its services and/or provide the supplies. The Site may be a compound belonging to the Contracting Entity or any other place indicated by the Contracting Entity.

1. GENERAL INFORMATION

1.1 Contract reference and subject

Enovos is committed to innovating and providing suitable energy products and services in Luxembourg, focusing on seamless customer experiences and pioneering solutions. This contract addresses different initiatives requiring API connectivity and the most advanced product involves the development of smart charging features for EV users within the MyEnovos app. Additionally, Enovos has further ideas for future initiatives that will require API support to expand and enhance their energy ecosystem. Enovos seeks an API supplier for current and future asset integration needs.

1.2 Contracting Entity

Enovos Luxembourg S.A.
RCS B 44683

Head office located at:
2, Domaine du Schlassgoard
L-4327 Esch-sur-Alzette

1.3 Communications

All communication within the framework of the Contract shall take place exclusively via the Web Portal (www.procurement.lu). The Economic Operators are solely responsible for carrying out all the steps and diligences required in due time and for informing themselves in this respect.

1.4 Publication

All documents relating to the Contract are published on the "Procurement.lu" Web Portal.

1.5 Confidentiality

All information and documents made available by the Buyer or the Contracting Entity in connection with this Contract are strictly confidential.

By submitting its Offer, the Economic Operator undertakes to respect this confidentiality.

1.6 Data protection

The Buyer and the Economic Operators by submitting an Offer undertake to comply with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as well as any applicable national law in this area.

1.7 Applicable law - Jurisdiction

The tender procedure, including the tender documents, any decision taken in the context of this procedure and the Contract which may be concluded at the end of this procedure are subject to Luxembourg law. Any dispute shall come under the sole and exclusive jurisdiction of the Luxembourg courts.

2. TENDER PROCEDURE

2.1 Offer submission date

Bids must be submitted no later than **12.00 (noon) on 05.09.2025**, exclusively via the Portal. The Economic Operator must send his questions about the tender no later than 12:00 (noon) on 29.08.2025

2.2 Required information

By submitting an Offer, the Economic Operator acknowledges that it has gathered all the information necessary to draw up a valid Offer and that it has taken into consideration in drawing up its Offer the difficulties and particularities of the Services mentioned by the Buyer within the context of the Invitation to Tender. No compensation will be paid by the Buyer for the preparation, submission and negotiation of the Offer.

2.3 Information request

All inquiries concerning this Contract must be made via the Portal no later than 7 days before the Offer submission date.

The questions and their answers will be published and will be accessible to all Economic Operators via the Portal.

2.4 Form of the Offer - Amendments

Offers are drawn up in a neat manner, with pages numbered and filed in a single main document (appendices such as prospectuses, user manuals and/or technical documentation may, however, be attached separately to the main document).

The technical details of the offer in the main document will be structured in the same way as the chapter 3.2 of the Technical Annex, with the filled-in Annex 1 (Excel) provided separately.

If the Buyer provides a Draft Contract to be Negotiated, any proposed amendments to this draft must be provided with the Offer in a clear and comprehensible manner. If the Offer does not include any proposed amendments, the Draft Contract to be Negotiated is deemed to have been accepted by the Economic Operator. The same principle applies to the general and specific contractual clauses contained in this Invitation to Tender.

The Economic Operator may never be considered as an incompetent or servile executor of the technical solutions recommended in its Offer and/or the Contract. As a specialist, the Economic Operator is obliged to check all the information contained in the Invitation to Tender (such as dimensions, weight, load, materials, drawings, plans, etc.). It is the Economic Operator's obligation to inform the Buyer of any abnormal provisions or provisions contrary to the rules of the trade contained in the Invitation to Tender.

2.5 Subcontracting

The Economic Operator shall indicate in its Offer any part of the Contract that it may intend to

subcontract to third parties, together with the proposed subcontractors. However, in the event of subcontracting, the question of the responsibility for the performance of the Contract lays without prejudice on the Economic Operator to whom the contract has been awarded ("main contractor").

2.6 Opening of Offers

Offers are opened immediately after the date and time set for their submission.

Only Offers transmitted via the Web Portal and within the set deadline will be accepted.

If several Offers are submitted electronically, only the most recently submitted Offer will be considered. All other Offers are deleted at the end of the procedure.

The Economic Operator must ensure that all documents are included with each submission.

2.7 Evaluation Offers - Invitation to negotiate

The Buyer examines and checks the Offers for compliance with the requirements of the Invitation to Tender.

The Economic Operators meeting the selection criteria and who, if applicable, are ranked in sequence, will, if necessary, be invited to one or more meetings to negotiate their Offer.

3. SELECTION CRITERIA

In order to be selected, Economic Operators must meet all of the following selection criteria.

When submitting the Offer, the Economic Operator must also present all the relevant documents as evidence of the requirements below.

This section applies *mutatis mutandis* to any subcontractors.

3.1 Capability to undertake the professional activities

An Economic Operator may only be selected if it meets the legal conditions for professionally carrying out the Services. It must, where applicable, be enlisted in the professional or trade register in accordance with the conditions laid down in the Member State in which it is established.

3.2 Economic and financial capabilities

In order to prove its economic and financial capacity, the Economic Operator must have achieved a total annual turnover of at least **50 000 Euros** over the last three (3) financial years.

Economic Operators whose date of establishment is less than three (3) years must provide this information starting from the date of establishment.

3.3 Technical and professional skills

3.3.1 Minimum experience

☐ Non-Applicable

☒ Applicable

The Economic Operator must have carried out similar projects or assignments over the past five (5) years.

When submitting the Offer, the Economic Operator will present the details of **at least one similar project** successfully conducted for **similar actors** in the energy sector.

The credentials provided should include at least:

- The type of actor supported and the context in which the integration project occurred
- The detailed role played by the Economic Operator
- The assets concerned by integration
- The functionalities deployed
- The results for each of the main functionalities deployed until today with planned evolutions

3.3.2 Minimum headcount

The Economic Operator must have an average annual workforce of 10 FTE, as well as a minimum number of managerial staff of 2 FTE.

Proof of this headcount may be provided by a simple declaration by the Candidate **on plain paper**.

3.3.3 Minimum company competencies

In order to carry out the Services, the Economic Operator must be able to suggest a competent team. The team must combine strong technical expertise with additional capabilities in advisory services, client support, and hands-on guidance throughout the different phases of the project, including:

- Onboarding: plan and kick-off products
- Development: start and support integration

- Testing: build, test and iterate with users
- Launch and scale: support the launch of products
- Monitoring and support: Provide continuous monitoring and support throughout all phases to ensure smooth execution and address any challenges effectively.

The team will provide expert guidance and strategic recommendations to optimize API usage, enhance performance, and ensure alignment with business objectives. It will also provide insights on best practices, industry trends, and potential improvements to maximize the value derived from the API integration.

The Economic Operator will provide the **CV of at least three profiles** that are expected to support Enovos throughout the initiative of assets integration.

The profiles provided must have at least:

- 5 years of seniority
- Previous experience in integration project support
- Knowledge of the energy supply context

A description of the **operating model** will also be provided describing how the team will be organized, interact with Enovos and the role of each member.

3.3.4 Minimum language skills

In order to carry out the Services, the Economic Operator must be able to propose a team with the following language skills: English at least at level B2.

When submitting the Offer, the Economic Operator will present this information on CV of each member of the team.

4. REDUCED NUMBER OF NEGOTIATIONS BASED ON EVALUATION OF SELECTION CRITERIA

The Buyer will rank the Economic Operators who meet the selection criteria according to the rules and criteria below in order to identify at least two (2) and at most four (4) Economic Operators who will be invited to negotiate their Offer. To this end, the selection criteria will be evaluated as follows:

Selection criteria evaluation table	
N/A	N/A

5. NEGOTIATION

The Buyer may negotiate the Bids of the Economic Operators to improve their content or to adapt them to the requirements indicated in the Invitation to Tender.

The Buyer has the right to negotiate during the Contract procedure but is not obliged to do so. Consequently, the Buyer reserves the right to award the Contract without negotiation, after one round of negotiation, or after two or more rounds of negotiation.

Negotiations will consist of providing feedback to each Economic Operator on the evaluation of its initial Offer by applying the award criteria as indicated below, indicating the aspects that should or could be improved.

During negotiations, the Buyer will ensure equal treatment of Economic Operators.

Negotiations will take place as follows:

During the negotiation procedure, the Buyer is authorized to reduce the number of Economic Operators on the basis of the award criteria indicated below. The Buyer will inform the Economic Operators, prior to the submission of each new Offer, if the Buyer intends to reduce the number of remaining Economic Operators on the basis of the Bids received.

The reduction of the remaining Economic Operators may not result in less than two (2) Economic Operators being invited to submit a Final Offer.

All negotiations will be conducted in one of Luxembourg's official administrative languages (German, French, Luxembourgish) or in English.

New information relating to the Contract, which may be provided to one of the Economic Operators in the course of negotiations with this Economic Operator, will be simultaneously transmitted to the other Economic Operators.

5.1 First round of negotiations (presentation)

In the first round of negotiations, the Buyer will provide each selected Economic Operator (meeting the above selection criteria) with its opinion on the respective strengths and weaknesses of its Offer. Negotiations will cover all aspects of the Offer, including price and, if applicable, any contractual clauses that the Economic Operator wishes to negotiate.

At the end of the first round of negotiations, the Buyer will invite the Economic Operators to submit Revised Bids or Final Bids within a deadline set by the Buyer.

5.2 Subsequent trading round(s)

If the Buyer has completed the first round of negotiations by inviting Bidders to submit revised Bids, the Buyer will proceed with a second round of negotiations similar to the first but on the basis of these revised Bids.

During this second round, the Buyer may repeat the procedure by inviting the Economic Operators to submit a revised Offer followed by subsequent negotiation of this revised Offer, until the Buyer considers it useful to invite the remaining Economic Operators, if any, to submit a final Offer.

5.3 Final offer

This stage includes an invitation from the Buyer to the remaining Economic Operators, if any, to submit Final Bids which will be evaluated by the Buyer on the basis of the award criteria.

6. AWARD CRITERIA

In awarding the Contract, the Buyer will base itself on the most economically advantageous offer, which will be determined, in particular, on the basis of the following criterion / criteria:

☐ The price.

☒ The following award criteria:

Functional requirements, technical requirements and price are assessed based on a **10-point** scale then **pondered** according to the table in section 7.2.

In some sections, a distinction is made between:

- **Mandatory requirements**, which are essential and whose non-fulfilment will result in disqualification,
- and **evaluated requirements**, which are scored (on a 10-point scale) and used for the comparative assessment of candidates.

6.1 Points attribution per section

6.1.1 Functional requirements

- Assets capabilities

Mandatory requirements

Proposals that do not cover **all** of the listed asset **types** will result in **disqualification** (see subsection "Mandatory requirements" of the section 3.2.1.1 of the Technical Annex¹).

Evaluated requirements (10 points)

- **EVs (3,5 points):** The offer that covers the highest share of the filtered Luxembourgish fleet will receive the maximum score of 3,5 points. All other offers will be awarded a proportion of the 3,5 points, calculated directly in relation to their fleet coverage compared to the highest coverage achieved².
- 7. **Wallboxes (1,5 points):** The supplier covering the most models with maximum reliability and full capabilities will receive the maximum score of 1,5 point. All other offers will be awarded a proportion of the 1,5 points, calculated directly in relation to their coverage compared to the highest coverage achieved.
- **Solar inverters (1,5 points):** The supplier covering the most models with maximum reliability and full capabilities will receive the maximum score of 1,5 point. All other offers will be awarded a proportion of the 1,5 points, calculated directly in relation to their coverage compared to the highest coverage achieved.
- **Batteries (1,5 points):** The supplier covering the most models with maximum reliability and full capabilities will receive the maximum score of 1,5 point. All other offers will be awarded a proportion of the 1,5 points, calculated directly in relation to their coverage compared to the highest coverage achieved.
- **Secondary assets (2 points):** The supplier covering the most models of secondary assets with relevant functionalities will receive the maximum score of 2 points. All other offers will be awarded a proportion of the 2 points, calculated directly in relation to their coverage compared to the highest coverage achieved.

See subsection "evaluated requirements" of section 3.2.1.1 of the Technical Annex and see Annex 1³.

¹ Document: "ELU_2025_003 Asset connectivity API solution - Technical Annex"

² If the maximum coverage among suppliers is 30.000 vehicles, this supplier gets 3,5 points and a supplier covering 15.000 vehicles gets 50% of 3,5 points: 1,75 points.

³ Excel document "ELU_2025_003 Asset connectivity API solution – Annex 1"

- Functionalities

Mandatory requirements

Proposals that do not cover all of the listed functionalities will result in **disqualification** (see subsection “Mandatory requirements” of section 3.2.1.2 of the Technical Annex).

Evaluated requirements (10 points)

The supplier meeting the highest number of evaluated requirements will receive the maximum score of 10 points (see subsection “evaluated requirements” of section 3.2.1.2 of the Technical Annex). All other offers will be awarded a proportion of the 10 points, calculated directly in relation to their coverage compared to the highest coverage achieved.

- Partnership model

Mandatory requirements

Suppliers that do not have at least one official partnership or are not in the process of establishing one will result in **disqualification** (see subsection “Mandatory requirements” of section 3.2.1.3 of the Technical Annex).

Evaluated requirements (10 points)

- **EVs (7 points):** The maximum score of 7 points will be attributed to the supplier with the highest number of official partnerships with OEMs. All other offers will be awarded a proportion of the 7 points, calculated directly in relation to their coverage compared to the highest coverage achieved.
- **Other assets (3 points):** The maximum score of 3 points will be attributed to the supplier with the highest number of official partnerships. All other offers will be awarded a proportion of the 3 points, calculated directly in relation to their coverage compared to the highest coverage achieved.

See subsection “evaluated requirements” of section 3.2.1.3 of the Technical Annex.

7.1.2 Technical requirements

- Integration

Mandatory requirements

Proposals that do not cover all of the listed requirements will result in **disqualification** (see subsection “Mandatory requirements” of section 3.2.2.1 of the Technical Annex).

Evaluated requirements (10 points)

The maximum score of 10 points will be attributed to the supplier meeting the highest number of evaluated requirements (see subsection “evaluated requirements” of section 3.2.2.1 of the Technical Annex). All other offers will be awarded a proportion of the 10 points, calculated directly in relation to their coverage compared to the highest coverage achieved.

- Security

Mandatory requirements

Proposals that do not cover all of the listed requirements will result in **disqualification** (see subsection “Mandatory requirements” of section 3.2.2.2 of the Technical Annex).

Evaluated requirements (10 points)

The maximum score of 10 points will be attributed to the supplier meeting the highest number of evaluated requirements (see subsection “evaluated requirements” of section 3.2.2.2 of the Technical Annex). All other offers will be awarded a proportion of the 10 points, calculated directly in relation to their coverage compared to the highest coverage achieved.

- Support

Mandatory requirements

Proposals that do not cover all of the listed requirements will result in **disqualification** (see subsection “Mandatory requirements” of section 3.2.2.3 of the Technical Annex).

Evaluated requirements (10 points)

The maximum of 10 points will be attributed to the supplier meeting the highest number of evaluated requirements (see subsection “evaluated requirements” of section 3.2.2.3 of the Technical Annex). All other offers will be awarded a proportion of the 10 points, calculated directly in relation to their coverage compared to the highest coverage achieved.

7.1.3 Price

The supplier with the lowest total price over a contract duration of 4 years will be awarded the maximum score of 10 points. Other suppliers will be awarded a share of 10 points directly proportional to the difference with the lowest total price⁴.

If the supplier proposes different pricing options, the lowest of the different option is assumed to be the favoured one and will be the only one taken into account in the evaluation.

The score will be calculated using this formula:

$$Note = Points \times \frac{P_{min}}{P_s}$$

- Points = Number of points to be awarded
- Pmin = Lowest bidder's price
- Ps = Price of bidder to be evaluated

7.2 Evaluation table

Criteria	Ponderation (%)	Note (0 - 10)	Points pondérés	Points max
Price	40%	0		40
<i>Price</i>	100%	0		40
Functional requirements	30%	0		30
<i>Assets capabilities</i>	40%	0		12
<i>Functionalities</i>	40%	0		12
<i>Partnership model</i>	20%	0		6
Technical requirements	30%	0		30
<i>Integration</i>	40%	0		12
<i>Security</i>	25%	0		7,5
<i>Support</i>	35%	0		10,5
Grand total	100%	0		100

8. PERFORMANCE CONDITIONS - CONTRACTUAL CLAUSES

The duration of the contract is two years (2) with the possibility of 2 annual extensions (2x1 year). In case of contract extension, the unit prices of the initial contract are kept. No price adaptations will be permitted.

☒ The Draft Contract to be Negotiated contains an SLA, which forms an integral part of the

⁴ If the lowest price is 100.000€, this supplier gets 10 points and a supplier offering 150.000 gets 5 points (100.000 / 150.000 * 10).

Contract. The SLA is non-negotiable and is accepted as is. Nevertheless, the Buyer acknowledges that the SLA can be supplemented by specific conditions. Those specific conditions will be added as an appendix to supplement the SLA but shall not cancel and/or replace any provisions of the SLA.

☐ The contractual clauses are as follows:

8.1 General obligations of the Economic Operator

The Economic Operator declares that it is fully informed as to the scope of the subject matter of the Contract. It may not take advantage of any omission, ambiguity, lack of information or indications necessary for the preparation of its Offer submitted to the Buyer to subsequently claim any supplements whatsoever, particularly with regard to price.

The Economic Operator acknowledges that it is a specialist in the field of the Services entrusted to it by the Buyer. As such, the Economic Operator has a duty to provide advice and information at each stage/phase of the performance of the Contract. The Economic Operator can never be considered as an incompetent or servile executor of the technical solutions recommended by the Buyer. As a specialist, the Economic Operator will check all information received (such as dimensions, weight, load, materials, drawings, plans, technical environment, software and hardware, mandatory legal and regulatory provisions in force for the Services).

The Economic Operator is required to verify during the performance of the Contract that the Services correspond at all times to the requirements of the Invitation to Tender.

The Economic Operator has an Obligation of Result. The desired results are clearly defined in the Invitation to Tender. The Buyer may, if necessary, adapt the desired results in coordination with the Economic Operator.

The Economic Operator is obliged to inform its employees (regardless of the type and duration of their employment contract), representatives, agents and subcontractors of the relevant conditions of the Contract.

The Economic Operator shall impose on its subcontractors all relevant obligations arising from the conditions of the Contract and more particularly from the Invitation to Tender, and shall specifically check the qualifications and accreditations of its employees, agents, representatives and subcontractors. Subcontracting shall be at the sole expense of the Economic Operator.

In the event of an intervention by the Economic Operator on a Site :

The Economic Operator will communicate its health and safety plan to the Buyer three weeks prior to each intervention on Site. In the absence of a complete health and safety plan from the Economic Operator and/or one of its subcontractors, all deliveries to and/or access to the Site will be refused.

The Economic Operator undertakes to comply with the Buyer's safety and security instructions, as well as any instructions serving to guarantee the quality of the Services, without prejudice to compliance with the obligations incumbent upon the Economic Operator by virtue of its own safety and security obligations.

The Economic Operator shall comply, where applicable, with the site regulations of the work to which it is contributing with the Services.

The Buyer may refuse access to the Site to any person under the influence of alcohol, or any other substance altering behaviour, judgement or physical capacity.

The Economic Operator shall submit to the Buyer in due time :

- Drawings, programs, instructions, charges and other information necessary for the performance of the Services, as well as for the operation, monitoring, maintenance and overhaul of the Services and for assessing the compliance of the Services with the terms and conditions of the

Contract;

- The name(s) of one or more representatives qualified and authorized to deal with technical, administrative and commercial matters relating to the Services;
- If applicable, the name of the engineer in charge ;
- The name of the person in charge of persons working on Site ;

It may not modify this data without the Buyer's written consent.

All written and oral communication shall be in Luxembourgish (oral only), French, German or English. Should the Economic Operator fail to comply with this obligation, the Buyer has the right to request, at the Economic Operator's expense, a translation into one of these languages of any written communication, by the Economic Operator, or by a sworn or approved translator.

The Economic Operator shall notify the Buyer in writing and without delay of any event or circumstance likely to affect or compromise the Services in any way whatsoever. Any notification sent to the Buyer shall include all necessary and/or appropriate information, it being specified that the Buyer's failure to react to such notification shall not be considered as an acceptance thereof.

Any failure to comply with these general obligations may result in total or partial non-payment for Services performed in breach of its obligations, without prejudice to any action for damages.

8.2 Deadlines and planning

The Economic Operator must scrupulously respect the deadlines and phases of execution described in a provisional schedule that it will draw up, as well as any other contractual deadlines.

If the Economic Operator is delayed in the performance of the Services, it shall notify the Buyer by registered letter within five (5) working days of the date on which the cause of the delay became apparent to it, indicating the nature, probable duration and foreseeable effects of this event. The Buyer will examine with the Buyer the measures to be taken to remedy the situation. The parties shall take all measures to minimize any damage.

Only cases of Force Majeure may give rise to an extension of the deadline. Such an extension does not entitle the Economic Operator to any compensation.

The Economic Operator shall notify the Buyer in writing of any completion of its Services.

Each phase of execution may only be started on the Buyer's prior written instruction, unless otherwise agreed by the Buyer.

Each phase will end - without prejudice to a final acceptance at the end of all the Services - with an intermediate acceptance. The formalities relating to final acceptance apply mutatis mutandis to intermediate acceptance.

The next phase may only be started if the intermediate acceptance of the previous phase has not given rise to complaints. If there are no complaints about the intermediate acceptance, no instructions relating to the Services of the next phase can be given.

Failure to meet interim deadlines will also result in the application of penalties for delay as provided for in the contractual clauses or the Negotiated Contract, without prejudice to any action for damages. If the deadlines are not met, or if the defects, deficiencies or lack of conformity which gave rise to the complaints recorded in the intermediate or final acceptance report are not rectified within the period specified in the intermediate or final acceptance report, the Buyer is entitled to terminate the Contract with the Economic Operator(s) concerned, without prejudice to any action for damages, and to entrust the performance of the Services to another Economic Operator.

Any failure to meet intermediate or final deadlines will, where applicable, be subject to the application of

late payment penalties as provided for in the Contract.

8.3 Penalties

In the event of a duly established delay in relation to the deadlines set out in the Invitation to Tender (intermediate deadlines and final deadline), a contractual penalty will be deducted from the Economic Operator's credit balance, without prejudice to compulsory execution and/or damages to be claimed by the Buyer for the loss suffered as a result of such delays. The contractual penalties for delays thus established are payable from the date on which the registered letter containing the formal notice is deposited with the post office by the Buyer, and will be due until the date, as the case may be, of intermediate and/or final acceptance of the Services concerned.

The daily penalty is set at a flat rate of 0.2% of the value of the Offer per working day of delay.

Penalties are limited to 10% of the value of the Offer and are deducted from the final invoice.

8.4 Delivery and Acceptance

On the initiative of the most diligent party and after completion of the Services, all the Services will be accepted. The party taking the initiative shall notify the other party, by registered letter, of the date and place of acceptance. Acceptance may take place no earlier than fifteen (15) days after such notice, as evidenced by the postmark. The acceptance follows the adversarial principle. It is recorded in a report containing, on the one hand, a description of the state of execution of the Services and, on the other hand, the quantities covered by the Invitation to Tender. Acceptance is final if the Services do not give rise to any complaints on the part of the Buyer. Acceptance is deemed provisional if the Services give rise to complaints on the part of the Buyer. These complaints are recorded in a provisional acceptance report, in which the Buyer will set a deadline for repairing the work or replacing the supplies or services, depending on their importance. Final acceptance is postponed until such time as the defects have been rectified. Final acceptance will be drawn up in the same form as provisional acceptance.

In the event that repair or replacement proves impossible or too costly in relation to the degree of seriousness of the alleged defect, the Buyer may fix a reduction in value which will be taken into account in the final settlement without prejudice to any penalty for non-conforming performance and without prejudice to other contractual penalties.

At the Buyer's request, the acceptance procedure as described above may be preceded by a joint "commissioning" of the Services after their completion. This "commissioning" is recorded in a report.

After a satisfactory operating period of :

☐ thirty (30) consecutive days after commissioning;

☐ days after commissioning;

and provided that any adjustments and/or repairs recorded in the "commissioning" report have been carried out, and that the operating tests are satisfactory and conclusive, the final acceptance of all the Services as described above will be carried out by both parties.

If a party fails to appear for the formalities of "commissioning", provisional acceptance or final acceptance, despite being given fifteen (15) days' notice by registered letter, the other party may, by simple request, ask the President of the Tribunal d'Arrondissement de Luxembourg to appoint an expert to carry out the formalities of "commissioning", provisional acceptance or final acceptance.

8.5 Insurance

The Economic Operator undertakes to transfer to the Buyer a certificate of insurance policy covering the Economic Operator's professional responsibilities drawn up either by an insurance company licensed in the Grand Duchy of Luxembourg, or by an insurance company established in the European Economic Area, authorized to operate in the Grand Duchy of Luxembourg pursuant to the provisions of the amended law of December 7, 2015 on the insurance sector.

The insurance policy must not be modified or cancelled during the term of the Contract, failing which the Contract will be terminated.

8.6 Price

The prices offered in the Offer are exclusive of VAT.

All prices quoted by the Economic Operator include, with the exception of VAT, all taxes and duties in force at the time of the Offer, as well as all ancillary expenses such as the cost of transporting the material to the specified destination (including, in particular, packaging costs, customs duties, insurance costs and shipping costs), travel costs, accommodation costs and monitoring or control costs.

These prices also include (i) all supplies, means, services, personnel of the Economic Operator, subcontractors, and in particular, the tools and equipment necessary or appropriate for the performance of the Services concerned, (ii) all design work, (iii) the Economic Operator's insurance costs, (iv) delivery of all necessary documentation, as well as suitable devices, accessories and/or tools, (v) all training costs, (vi) all other matters relating to the provision of the On-Site Services, including the price of the license and/or transfer of the necessary intellectual property rights.

The rate and amount of VAT will be indicated separately, in relation to the total of the Offer or, where applicable, in relation to the total of each lot.

Without prejudice to the legal provisions of public order, prices are firm and non-revisable, and any price adjustment, in particular for reasons of unforeseeability, is excluded.

8.7 Billing and payment

Invoices must bear :

- Buyer's name ;
- the date of the Contract and the Buyer's Contract reference (Order No.);
- the price of the Services ;
- details of invoiced Services. In the event of partial delivery, details of the Service for which payment is requested and a breakdown of previous payments and their invoicing and payment dates.

The final invoice can only be issued after final acceptance, if this system is applicable. In any event, no payment is due by the Buyer until the Economic Operator has remedied its contractual breaches or non-performance.

Amounts owed by the Economic Operator to the Buyer, in particular in the form of penalties incurred in the event of late performance, or compensation relating to increased prejudice to the Buyer due to the Economic Operator's faults and negligence, are deducted by the Buyer upon payment to the Economic Operator of the invoiced amount.

The invoice must be sent electronically to the e-mail address:

AP-Encevo@Encevo.eu

8.8 Responsibility of the Economic Operator

8.8.4 General

The Economic Operator is responsible for the actions of its employees (whatever the type and duration of their employment contract), representatives, agents and subcontractors.

The Buyer's approval of a subcontract shall in no way limit the Economic Operator's liability under the commercial links concerned, and shall in no way incur the Buyer's liability. Subcontracting shall not release the Economic Operator from its contractual obligations, commitments and liabilities, the Economic Operator remaining fully and solely responsible for any action, shortcoming, breach, omission or negligence of its subcontractors and agents in the same way as it is responsible for itself and its own agents.

The Economic Operator is liable for any damage to property and/or personal injury, whether fatal or not, resulting from improper behaviour or non-compliance with instructions by its employees (whatever the type and duration of their employment contract), representatives, agents and subcontractors. The resulting loss must be fully compensated by the Economic Operator.

The Economic Operator's liability shall in no way be diminished by the examination, approval of documents, inspections, controls and tests, which the Buyer may carry out or witness.

In particular, the Economic Operator is responsible for :

- the design, calculations and quality of its Services;
- to carry out its Services with care and according to the rules of the trade, using the most modern technology and within the prescribed deadlines;
- compliance with legal and regulatory requirements, rules, technical standards, safety standards and recommendations applicable in Luxembourg, applying to its Services and to the working conditions of its personnel and those of its subcontractors;
- the consequences of third-party claims relating to patents, licenses, trademarks, etc., concerning its Services. It shall indemnify and hold harmless the Buyer against any and all judgments resulting from actions brought in this respect;
- to replace, at its own expense, any disputed or disputed equipment with equivalent equipment not subject to dispute;
- any changes that may need to be made to the Services as a result of errors or omissions on its part;
- until transfer of ownership, the smooth running of any worksite and the safekeeping of its supply (in the workshop, during transport and on the worksite);
- the discipline and good behaviour of its staff;
- compliance by its staff and subcontractors with all safety regulations.

Any Economic Operator or subcontractor, established and having its registered office abroad or which does not have a permanent establishment in Luxembourg within the meaning of tax law, of which one or more employees carry out activities in Luxembourg in any capacity whatsoever, is required to comply with the laws in force in Luxembourg, and to take the necessary steps with the competent authorities in order to obtain in good time all the authorizations required for the performance of the Services.

The Economic Operator shall indemnify and hold harmless the Buyer against any damage of any kind that may occur as a result of or in connection with the Services.

More specifically, the Economic Operator undertakes to indemnify and hold harmless the Buyer from any and all judgments against it in respect of damages suffered by third parties, in particular judgments based on the provisions of Article 544 of the Luxembourg Civil Code.

8.8.5 Tort liability

Generally speaking, tort liability is governed by articles 1382 et seq. of the Luxembourg Civil Code.

The Economic Operator is responsible for the actions of its personnel.

The Economic Operator undertakes to indemnify and hold harmless the Buyer from any liability incurred by the latter by virtue of tort, and in particular article 1384 paragraph 1 of the Luxembourg Civil Code, and acknowledges that it can never be considered as an incompetent or slavish performer with regard to the technical solutions recommended in the tender documents and during the performance of the Contract.

8.8.6 Contractual liability

Contractual liability is governed by the provisions of the Luxembourg Civil Code.

The Economic Operator is liable for defects in the materials delivered in accordance with articles 1641 et seq. of the Luxembourg Civil Code.

When the contract includes elements of a work contract, biennial and decennial responsibilities are governed by Articles 1792 and 2270 of the Luxembourg Civil Code.

8.9 Packaging, shipping and transport

The Economic Operator stores the completed parts of the supply in a suitable place until they are dispatched.

The Economic Operator informs the Buyer in good time of the planned mode of transport and the identity of the chosen carrier.

Packaging is the responsibility of the Economic Operator and remains his property. They will remove them as soon as possible.

8.10 Warranties

Final acceptance or, failing this, delivery of the Services without reservation by the Buyer constitutes the starting point for the legal warranty periods. These warranties shall cover all Services performed.

If, before expiry of the legal warranty period, the Service proves to be wholly or partially non-compliant with the Contract, or affected by defects or faulty workmanship, the Economic Operator will replace it at its own expense and as soon as possible.

If, before expiry of the legal warranty period, an abnormal phenomenon occurs, the Economic Operator will make available to the Buyer the personnel and equipment necessary to detect the cause and remedy it. The costs resulting from this provision will be borne by the Economic Operator, if it is established that the phenomenon in question is attributable to it or inherent to the Service.

If the Economic Operator replaces parts, it will immediately remove the replaced parts from the Site, unless otherwise instructed by the Buyer.

In the event of replacement, a new warranty period will run for the replaced part(s). If the replacement results in the initial Service being unavailable, the warranty period for the initial Service will be extended by a period equivalent to the downtime required for repair or replacement.

If a defect is due to a systematic design error, the Economic Operator must replace and modify all parts of the Service affected by this systematic design error, even if some of these parts have not given rise to any incident. The warranty period for systematic design errors is unlimited. The Economic Operator shall be liable for any loss arising from a systematic design error.

The services to be provided by the Economic Operator during the warranty periods must be carried out as quickly as possible, subject to the requirements of the Buyer's operations, which are the sole responsibility of the Buyer. The Economic Operator shall bear all ancillary costs, such as temporary protection, safety measures, etc., incurred during the warranty period.

8.11 Non-performance of the Contract

If the Economic Operator does not perform or performs only imperfectly its Services, the Buyer may, eight (8) days after formal notice by registered letter has remained unsuccessful, exercise at its option the rights conferred on it by Luxembourg legislation in this respect. In this case, the Buyer may in particular perform the Services itself or have them performed by any other Economic Operator at the Economic Operator's expense.

In particular, non-performance or imperfect performance of the Contract shall be deemed to include :

- Failure to meet contractual deadlines;
- Failure to comply with any other condition of the Contract;
- Any Service affected by defects, faulty workmanship or lack of conformity;
- Any unsatisfactory test ;
- Modification by the Economic Operator of its organization or the composition of its management team in a way that affects the quality of its Services;
- Cessation or decision by the Economic Operator to cease its activity in the field covered by the Service.

In the event of non-performance or imperfect performance, the Buyer may, whatever its decision, continue to use free of charge the supplies and assembly and test equipment in its possession until the Service has been fully performed by the Economic Operator. It may also take, at the Economic Operator's expense, any measures it deems necessary to remedy the situation created by the latter's default.

In particular, the Buyer reserves the right, where applicable, to refuse supplies and/or to terminate the Contract, without prejudice to its other rights under the relevant legislation, if, following unsatisfactory tests, the Economic Operator is unable, within a reasonable period of time granted to it by the Buyer, to put the Services in a condition to meet the conditions laid down in the Invitation to Tender, or if defects, incompatible with operation in accordance with the rules of the trade, become apparent during the warranty period.

In the event of refusal by the Buyer of Services, the latter shall have - without prejudice to any other sanction - the choice between :

- accept that defective Services be replaced by the Economic Operator and at the latter's expense;
- renounce the use of defective Services, without prejudice to the application of a reduction in value which will be taken into account in the final invoice;
- use these Services free of charge under the responsibility and with the agreement of the Economic Operator, subject to certain modifications, additions or adaptations, carried out at the Economic Operator's expense, either by the latter or by another Economic Operator;
- not to accept the replacement of the defective Service and to declare by registered letter the cancellation of all or part of the Contract and/or similar contracts in progress.

After replacement of the Services or, where applicable, after termination of the Contract or if the Buyer decides not to use them, the refused Services are made available to the Economic Operator. The latter must then remove them at its own expense and as soon as possible.

8.12 Counterfeiting, licenses and patents

The Economic Operator confirms and warrants that it is in possession of all patents and licenses required to perform the Services.

The Economic Operator shall indemnify and hold harmless the Buyer from any and all infringement actions and proceedings which may be brought against it in respect of the Services; the Economic Operator undertakes to stand in for the Buyer in the proceedings in question if the latter so requests.

On the other hand, once the warranty periods have expired, the Buyer may repair or modify the Services

or have them repaired or modified, and may obtain the parts required for this purpose, without incurring any legal proceedings or having to pay any license fee to the Economic Operator.

The Economic Operator further undertakes to allow the Buyer to benefit from the advantages of any patent, licence or device newly studied or produced by it during the performance of the Services and relating thereto, insofar as its state of progress makes this possible.

8.13 Fraud and corruption

The Economic Operator shall take all necessary measures to prevent any fraud (including by its shareholders, members, directors and employees) and/or by its suppliers, agents, contractors and/or subcontractors in connection with payments made by the Buyer. The Economic Operator shall immediately inform the Buyer if it has reason to suspect that fraud has been committed, is being committed or is likely to be committed.

The Economic Operator shall not offer or give, or agree to give, to any employee, agent or representative of the Buyer any gift, commission or gratuity whatsoever, as a reward for acting, refraining from acting, for having acted or refrained from acting in obtaining or signing any contract or order or any other agreement with the Buyer or for favouring or refraining from disfavouring or disadvantaging any person in connection with any contract or order or any other agreement with the Buyer.

The Economic Operator guarantees that it has not paid any commission, nor has it agreed to pay any commission to any employee, agent or representative of the Buyer or any other person working in the group to which the Buyer belongs for the purpose of or in connection with this Contract.

Where the Economic Operator or its employees, subcontractors, suppliers, agents or any person acting on behalf of the Economic Operator violates under this Contract or under any other contract with the Buyer the requirements of this article, the Buyer shall be entitled, without prejudice to any criminal action:

- whether or not to terminate the Contract; and
- to be fully indemnified by the Economic Operator for any loss suffered as a result of any breach of this article, whether or not the Contract has been terminated.

The Economic Operator also guarantees that it complies with the Buyer's Supplier Code of Conduct published and accessible on the website: https://www.encevo.eu/wp-content/uploads/2020/04/20190801_EncevoGroup_SupplierCodeofConduct.pdf.



9. PERFORMANCE CONDITIONS - TECHNICAL CLAUSES

All specifications are listed in the document named "API ASSET CONNECTIVITY RFP - TECHNICAL ANNEX".

10. APPENDICES

Three separate documents are attached to the current CDC:

- ELU_2025_003 Asset connectivity API solution - Technical Annex
- ELU_2025_003 Asset connectivity API solution - Annex 1 (Excel file)
- ELU_2025_003 Asset connectivity API solution – SLA
- The Suppliers Security Requirements AGREEMENT