EUROPEAN COMMISSION
ENTERPRISE AND INDUSTRY DIRECTORATE-GENERAL

CALL FOR TENDERS
No ENTR/08/012

Technical secretariat for the group of the notified bodies under the following directives:

Lot 1: Technical Secretariat of the Coordination Group of the notified bodies under the directive 2000/9/EC relating to Cableways installations designed to carry persons.

Lot 2: Technical Secretariat of the Coordination Group of the notified bodies under the directive 94/25/EC, as amended by Directive 2003/44/EC, relating to Recreational Craft

SPECIFICATIONS

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1. PRELIMINARY INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of:

- the prior information notice in OJ S – 28-036804 of 09/02/2008 and,
- the contract notice in OJ S – 86-116139 of 03/05/2008.

1.1. NATURE OF THE CONTRACT

Lot 1: Service contract: Technical Secretariat for the Group of Notified Bodies established under Directive 2000/9/EC relating to Cableways installations designed to carry persons.

Lot 2: Service contract: Technical Secretariat for the Group of Notified Bodies established under Directive 94/25/EC, as amended by Directive 203/44/EC, relating to recreational craft.

1.2. BACKGROUND

Council Decision 93/465/EEC[1] (the "Modules Decision") lays down that the Commission, in co-operation with the Member States, must ensure that close co-operation is organised between the notified bodies in order to ensure consistent technical application of the conformity assessment procedures set out in the Community Harmonisation Directives based on the "New Approach"[2] and the "Global Approach"[3].

For this purpose, the notified bodies notified for a particular Directive or field must meet with each other to ensure co-ordination and establish consistent methods which will make certain that their conformity assessment activities are all based on the same agreed principles and produce comparable and reliable results.

Experience to date in implementing the above Directives has shown that, in the interest of efficiency, the Coordination Chair for each group of notified bodies should be assisted both by a permanent Administrative Secretariat which provides logistical support for the groups' work, and by a Technical Secretariat.

The purpose of this Invitation to tender is to designate the Technical Secretariat for the group of notified bodies set up under Directive 2000/9 relating to cableways installations designed to carry persons[4] (lot 1) and for the Group of notified bodies established under Directive 94/25/EC[5], as amended by Directive 2003/44/EC[6], relating to recreational craft (lot 2).

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[1] Council Decision 93/465/EEC of 22 July 1993 concerning the modules for the various phases of the conformity assessment procedures and the rules for the affixing and use of the "CE" conformity marking, which are intended to be used in the Technical Harmonisation Directives. OJ L 200, 30.08.1993

[2] Council Resolution 85/C/136/01 of 7 May 1985 on a new approach to technical harmonisation and standards. OJ C 136, 04.06.1985.

[3] Council Resolution 90/C/10/01 of 21 December 1989 on a global approach to conformity assessment. OJ C 010, 16.01.1990.

[4] Directive 2000/9 of the European Parliament and of the Council of 20 March 2000 relating to cableway installations designed to carry persons. OJ L 106, 3.5.2000.

[5] Directive 94/25/EC of the European Parliament and of the Council of 16 June 1994 on the approximation of the laws, regulations and administrative provisions of the Member States relating to recreational craft, O.J. L164 of 30.6.94, p.15

[6] Directive 2003/44/EC of the European Parliament and of the Council of 16 June 2003 amending Directive 94/25/EC on the approximation of the laws, regulations and administrative provisions of the Member States relating to recreational craft, OJEU L214 of 26.8.2003, p.18.

The Technical Secretary is to assist the Coordination Chair for the notified bodies in carrying out its duties. In summary, he or she must keep abreast of, and report on progress in the work of implementing Community legislation relating to the sector concerned; prepare, take part in and run the meetings of the group of notified bodies; collect useful technical information and propose solutions to problems raised by the members of the group; draw up recommendations for use (RFUs). An alternate to the nominated technical secretary has to be provided to cover the eventuality of the nominated technical secretary not being available and/or not in a position to continue exercising the secretarial functions.

A detailed description of the tasks provided for by the contract is given in section 4.1 of the Specifications.

1.3. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on the date on which it is signed by the last contracting party.

It is expected to be signed in 09/2008.

The duration of the tasks shall not exceed 12 months.

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

The period of execution of the tasks specified in the contract may be renewed 3 times for a period of 12 months, only with the express written agreement of the contracting parties before the payment of the balance.

1.4. PERIOD OF VALIDITY OF THE TENDER

The offer must remain valid for a period of 8 months following the final date for submitting tenders (see point 3 of the invitation to tender). During this period, the tenderer may not modify the terms of his tender in any respect.

1.5. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened at *09:30h* on ***30.06.2008*** at the following location:

Office address:

European Commission
Enterprise and Industry Directorate-General
45, Avenue d'Auderghem – Office 07/140
B-1040 Brussels

An **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending a fax or e-mail at least 48 hours in advance to the address given under 1.6. This notification

must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

1.6. CONTACT BETWEEN THE TENDERER AND THE COMMISSION

Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in **exceptional circumstances** and under the following conditions only:

- Before the final date for submission of tenders:

  * At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.

  * The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the call for tenders.

- After the opening of tenders :

  If clarification is requested or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.

The requests for additional information may be made **to the address below by letter, fax or e-mail**.

European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: ENTR/08/012 Lot: …
Direction I – financial team
Office: B100 04/020
B-1049 Brussels - BELGIUM
Fax: (+32-2)-299.80.08
e-mail: ENTR-0812-CABLE-TECH-SEC@ec.europa.eu

Insofar as it has been requested in good time, the additional information will be made available to all economic operators who requested specifications or showed interest in submitting a bid no later than six calendar days before the final date for the receipt of bids or, in the case of requests for information received less than eight calendar days before the final date for the receipt of bids, as soon as possible after the request for information has been received.

Potential tenderers are encouraged to formulate, at least six days before the time limit to submit tenders, any remark, complaint or objection they would have in relation to all aspects of this call for tender in order that the Commission can evaluate the need for corrective measures and implement them before the submission of tenders.

The answers to the requests for additional information can also be found at the following Internet address: http://ec.europa.eu/enterprise/calls/calls.html

1.7. TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.3, I.4 & II.4 of the draft service contract (Annex 5.2).

Payments shall be effected on the basis of properly evidenced actual costs corresponding to the number of man-days worked during the period in question.

The payment scheme will consist of one interim payment and the balance.

- One interim payment shall be made. The request for payment shall be admissible only where it is based on an invoice made in good and due form; accompanied by a draft interim report, including a timetable of activities in the period covered (6 first months of the contract period) enabling the number of man-days worked to be precisely determined and with the corresponding (duly completed and signed) time sheets attached; a statement of the expenses to be reimbursed, substantiated where necessary by supporting documents and in conformity with Article II.7 of the draft contract. Payment can only be made once the Commission has approved the interim report and the relevant invoices.

  The Commission shall have 20 days to approve or reject the interim report and the Contractor shall have 20 days to submit additional information or a new report.

  The interim payment shall be made within 30 days of the Commission's approval of the interim report and relevant invoices.

- Payment of the balance shall be made within 30 days of the Commission's approval of the draft final report which has to accompany the request for payment. This request for payment shall be admissible only if it is supported by invoices in good and due form; a timetable of activities in the period covered enabling the number of man-days worked to be precisely determined and with the corresponding (duly completed and signed) time sheets attached; a statement of the expenses to be reimbursed, substantiated where necessary by supporting documents and in conformity with Article II.7 of the draft services contract.

  The Commission shall have 20 days to approve or reject the final report and the Contractor shall have 20 days to submit additional information or a new report.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, II.4, II.5 and II.7 and in Annex I to the draft service contract referred to above.

The Commission reserves the right to pay less than the amount foreseen in article I.3.1 of the contract according to tasks performed, if the real number of man-days performed by the Contractor is less than the maximum of number of man-days stipulated in Annex I of the draft contract. In such case the total amount in payment of the tasks executed will be based upon the real number of man-days performed by the Contractor, as evidenced by the time sheets to be submitted by the Contractor and to be approved by the Commission.

1.8. GUARANTEES

Not applicable

1.9. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

The present tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Communities (Council Regulation (EC, Euratom) No 1605/202 of 25 June 2002 as amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006), as well as its implementing rules (Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 as amended by i) Commission Regulation 1261/2005 of 20 July 2005, ii) Commission Regulation 1248/2006 of 7 August 2006 and iii) Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007), hereinafter referred to as the Financial Regulation.

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 Communities in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

Operators in third countries which have signed a bilateral or multilateral agreement with the Communities in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in this agreement. The Commission accepts tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

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

The Commission 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.

Variants are not allowed.

The Commission reserves the right to evaluate and award a contract, separately, for each lot. When several lots are proposed to be awarded to the same tenderer, the Commission may conclude one single contract for these lots.

1.10. NO OBLIGATION TO AWARD THE CONTRACT

This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure (for one or both lots). This decision must be substantiated and the candidates or tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Commission decides not to award the contract.

1.11. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender, with the exception of the Commission's premises.

1.12. SUBCONTRACTING

Subcontracting is defined as the situation where a contract has been or is to be established between the Commission and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s)**.

At the level of the liability towards the Commission, tasks provided for in the contract may be entrusted to subcontractors, but **the contractor retains full liability towards the Commission for performance of the contract as a whole**.

Accordingly:

- The Commission will treat all contractual matters (e.g. payments) exclusively with the contractor, whether or not the tasks are performed by a subcontractor;
- The Commission will privilege direct contacts with the contractor, who is responsible for executing the contract;
- Under no circumstances can the contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Commission. **The subcontracting arrangement between the contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the Commission to the subcontractor**.

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in 1.9 above, in particular article II.17 of the standard service contract by returning the form in annex 5.4, filled in and signed.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.17 of the standard service contract (Annex 5.2) may be applied to sub-contractors.

Once the contract has been signed, Article II.13 of the above-mentioned service contract shall govern the subcontracting.

1.13. 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 Commission in executing a supply, service or works contract.

The Commission 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 Commission'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 5.6 will help verifying the level of information to be provided according to the role of each entity in the tender.

Each member of the grouping assumes a joint and several liability towards the Commission.

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 should attach to the offer a power of attorney (see model in Annex 5.5). 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 5.5) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards the Commission 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 Commission 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.

2. FORM AND CONTENT OF THE TENDER

2.1. GENERAL

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**.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

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

Tenders **must include** the following information:

- all the **information and documents requested by the Commission** in order to assess the tender. In order to help tenderers presenting a complete tender, **a checklist of the documents to submit is provided in annex 5.6**. This checklist does not need to be included in the tender but we encourage to use it in order to ease the assessment of the tenders;

- the **price in euros**;

- one **specimen signature of an authorised representative** on the legal entity form (http://europa.eu/comm/budget/execution/legal_entities_fr.htm), and a statement confirming the validity of the tender (preferably in blue ink), the tender 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 bid.

2.2. HOW TO SUBMIT A TENDER

Tenderers shall observe precisely the indications in point 3 and 4 of the invitation to tender in order to ensure their tenders are admissible.

All tenders must be sent **in triplicate**.

Tenders may be:

a) either sent by registered mail, posted no later than **20/06/2008** to the following address:

European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: ***ENTR/08/012***
Unit I4 – Mechanical, Electrical and Telecom Equipment
Mr. Luis Montoya (BREY 7/342)
B-1049 Brussels, Belgium

b) or delivered by hand i.e. by delivery in person or by an authorised representative (including private courier services) not later than **20/06/2008** ***to the following address:***

European Commission
Enterprise and Industry Directorate-General
Invitation to tender No: ***ENTR/08/012***
Unit I4 – Mechanical, Electrical and Telecom Equipment
Mr Luis Montoya (BREY 7/342)
Service central de réception du courrier
Avenue du Bourget 1-3,
B-1140 Brussels, Belgium

How to reach Avenue du Bourget 1-3:
http://europa.eu.int/comm/enterprise/calls/hand_delivery.html

Please note that for security reasons, hand deliveries (including private courier services) shall no longer be accepted in other Commission's buildings. An acknowledgement of receipt shall be delivered by the "Service central de réception du courrier".

The tender must be sent under double sealed cover. The inner envelope should be addressed to the department indicated in the invitation to tender and marked "**Invitation to tender No ENTR/08/012"** and "**Not to be opened by the internal mail service**". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

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 bids are packed in such a way as to prevent any accidental opening during its mailing.

2.3. STRUCTURE OF THE TENDER

All tenders must be presented in five sections:

Section one: Administrative information – Presentation of the tender (see 2.1 & 2.3.1)

Section two: Evidence relating to the exclusion criteria (see 3.1)

Section three: Evidence relating to the selection criteria (see 3.2.2 & 3.2.3)

Section four: Technical Proposal – Addressing technical specifications and award criteria (see 2.3.2, 3.3 and 4)

Section five: Financial Proposal (see 2.3.3)

2.3.1. Section One: Administrative proposal

a) <u>Tenderers</u> may choose between presenting a **joint bid** (see 1.13) and introducing a bid as a **sole contractor,** in both cases with the possibility of having one or several subcontractors (see 1.12).

Whichever type of bid 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 (see 1.12 and 1.13).

b) To identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

- The **Legal Entity Form** is to be signed by a representative of the tenderer authorised to sign contracts with third parties. There is one form for individuals, one for private entities and one for public entities. Specific forms in each Member State language are available at :

  http://europa.eu/comm/budget/execution/legal_entities_fr.htm

- The **Financial identification form** shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker. A specific form for each Member State is available at the following Internet address:

  http://europa.eu/comm/budget/execution/ftiers_fr.htm.

The Legal Entity Form **must be accompanied by all the information** indicated in the form. When neither this form nor the evidence to be attached to them includes the following information, the tender must include:

For private and public entities:

- a legible copy of the notice of **appointment of the persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

For Individuals:

- Where applicable, a proof of **registration,** as prescribed in their country of establishment, on one of the **professional or trade registers** or any other official document showing the registration number.

All tenderers must provide their legal entity files as well as the necessary evidence. Only subcontractors are requested to provide solely the legal entity file without evidence.

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide the evidence requested in the form, on condition they indicate in their offer the references of the procedure and the Commission's department for which this evidence was already provided.

In case of a joint bid or a bid presenting subcontracting, only the co-ordinator is obliged to return the financial identification form.

2.3.2. Section Four: Technical proposal

Tenderers must include in their bids the technical proposal addressing all aspects detailed in the specifications set out in section 4 below.

The technical proposal must respond to these technical specifications and provide, as a minimum, all the 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 proposals**. As a consequence, **incompleteness in this section can only result in negative impact for the evaluation of award criteria**. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

Tenderers must provide a specific technical proposal for each of the lots they are offering.

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

2.3.3. Section Five: Financial proposal

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

- **prices must be expressed in euros;**

- **prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

  For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Community is exempt from VAT;

- Since this invitation to tender relates to several lots, tenderers must indicate a separate price for each of the lots they propose providing. They may indicate any price reduction they are prepared to grant in the event of being awarded a contract either for all the lots or for a specified group of lots, this reduction will, however, not be taken into account to award the contracts in each lot but will be taken into account for establishing the contract when relevant;

- **Prices shall not be conditional and be directly applicable by following the technical specifications.**

- **Prices shall be fixed and not subject to revision**

- The reference price for the award of the contract shall consist of two amounts:

  a) **the amount in payment of the tasks executed**, as stated in Article I.3.1 of the contract. In any case, this amount constitutes the maximum amount payable for the services performed.

  For each category of staff to be involved in the project, the tenderer must specify:

  - § the total labour costs;
  - § the **daily rates** and **total number of days** (man-days) each member of staff will contribute to the project;
  - § other categories of costs, except for the costs specified under point b) below, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided;

  b**) the amount corresponding to the reimbursable expenses.**

  This amount, referred to in Article I.3.3 (Adapt if necessary) of the draft service contract referred to above, corresponds to the expenses directly connected with the execution of the tasks under the contract which are incurred by the Contractor.

  In any event, this amount is the maximum amount that can be reimbursed for the expenses incurred.

  Reimbursable expenses are travel, subsistence and shipment expenses and other expenses listed in the technical specifications in accordance with the rules on reimbursement set out in Article II.7 of the draft service contract referred to above. The daily scales applicable to subsistence expenses are set out in Article I.3.3 of the draft service contract referred to above.

  This amount will be estimated on the basis of the articles of the draft service contract referred to above and the information given below. In the bid it must be indicated separately from the amount stipulated in a).

  The following information is intended to help tenderers to estimate the maximum amount of expenses (only travel and subsistence and related costs are to be foreseen here):

  Scheduled meetings and missions (for each of both lots):

  For each 12-month period, the Technical Secretary will have to take part in a maximum of:
  2 coordination meetings with Commission services in Brussels;
  2 plenary meetings of the Group of notified bodies in Brussels or in the premises of a member of the Group of notified bodies on a rotational basis
  4 meetings of the coordination subgroups of the Group of notified bodies. These meetings may take place in Brussels or in another Member State of the European Union.

Bids involving more than one legal entity must specify the amounts under a) and b) for each legal entity.

The financial proposal must be formulated for the first period of execution of the tasks and for each renewal planned.

If no financial proposal is made for the renewal(s) planned, the Commission may disqualify the bid on the grounds that the prices are not fully specified.

Tenderers must use the following format to formulate their financial proposal; they should remember to do so for each renewal period planned (and for each lot for which they are submitting an offer):

Lot N° 1	*1st period*			*2nd period*			*3rd period*			*4th period*		
Price component	*Unit price*	*Quantity*	*Total*	*Unit price*	*Quantity*	*Total*	*Unit price*	*Quantity*	*Total*	*Unit price*	*Quantity*	*Total*
Period 1												
Human resources												
X (role)												
Y (role)												
…..												
Subtotal (1)												
Other												
X												
Y												
…..												
Subtotal (2)												
TOTAL a) (1+2)												
Reimbursable expenses[7] b)												
Overall total a) + b)												

[7] Give details at the foot of the table.

Lot N° 2	*1st period*			*2nd period*			*3rd period*			*4th period*		
Price component	*Unit price*	*Quantity*	*Total*	*Unit price*	*Quantity*	*Total*	*Unit price*	*Quantity*	*Total*	*Unit price*	*Quantity*	*Total*
Period 1												
Human resources												
X (role)												
Y (role)												
…..												
Subtotal (1)												
Dedicated website												
Other												
X												
Y												
…..												
Subtotal (2)												
TOTAL a) (1+2)												
Reimbursable expenses[8] b)												
Overall total a) + b)												

Discount in case both lots are awarded:

Lot N° 1 +2	*1st period*	*2nd period*	*3rd period*	*4th period*
Discount (in EURO)				

The Commission will reject tenders where no technical offers or financial offers are proposed.

Non-conformity with the technical specifications in section 4 will also result in rejection from award.

The Commission 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 explained in section 1.6.

[8] Give details at the foot of the table.

3. ASSESSMENT AND AWARD OF CONTRACT

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

This assessment will be performed by applying the criteria set out in these specifications. To award of the contract, the assessment of admissible bids (see 2.2) will be carried out in three successive stages. Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;

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 exclusion stage;

3) to assess on the basis of the award criteria the technical and financial offers and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the assessment of the award criteria.

3.1. STAGE 1 – APPLICATION OF EXCLUSION CRITERIA AND EXCLUSION OF TENDERERS

3.1.1. Declaration

Tenderers or their representatives shall provide a declaration on their honour, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;

- undertake to submit to the Commission any additional document relating to the exclusion criteria, that the Commission considers necessary to perform its checks, within seven calendar days following the receipt of the Commission's request.

To this end, tenderers must fill in and sign the form in Annex 5.1 to these specifications.

Where the bid involves more than one legal entity (including subcontractors), each entity must provide the form.

Any total or partial omission for which one or more legal entities involved in the tender are responsible may lead the Commission to exclude the tender from the procedure, in accordance with Articles 93 and 94 of the Financial Regulation.

3.1.2. Grounds for disqualification

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the standard form in annex 5.1.

In addition, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information (criteria h) or fall into one of the situations as specified under criteria a) to f). Therefore tenderers have to state in their offer that the nominated persons for the execution of the task of technical secretary and their alternates are independent from the cableways sector, respectively from the recreational craft sector.

If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded.

If a subcontractor is subject to exclusion, the tender shall be excluded.

3.1.3. Evidence

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration referred to in paragraph 3.1.1:

1. The Commission shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;

2. The Commission shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.

3. Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, 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 referred to in paragraphs 1, 2, 3 and 3.1.1 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the candidate or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of

the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Commission requests it.

5. Where there are doubts as to whether tenderers are in one of the situations of exclusion, the Commission may itself apply to the competent authorities referred to in paragraph 3 to obtain any information it considers necessary about that situation.

6. The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed 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 Commission in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in his tender all the references necessary to allow the Commission services to check this evidence.

3.1.4. Administrative and financial penalties

By returning the form in Annex 5.1, duly signed, tenderers confirm that they have been notified of the following points.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 3.1.2 above after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation. We invite tenderers to read carefully these two articles.

3.2. STAGE 2 - APPLICATION OF SELECTION CRITERIA (SELECTION OF TENDERERS)

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) 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 bid, 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 Commission reserves the right to request evidence of their economic and financial capacity if the tasks subcontracted represent a substantial part of the contract.

3.2.1. Selection criteria

For lot 1:

SELECTION CRITERIA
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. 1.2 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 Knowledge of New and Global Approach, in particular with regard to conformity assessment procedures and the tasks of notified bodies in this respect, and knowledge of and experience in the EU activities and legislation in the cableways sector, in particular of Directive 2000/9 relating to cableways installations designed to carry persons
2.2 Experience in the preparation of and conducting secretarial work for meetings, ability to draft meeting agendas, working documents and minutes and to provide overviews.
2.3 Computer literacy and ability to use web-based information and communication technologies.
2.4 Adequate and relevant language skills to execute the required tasks and to draft reports in English.
2.5 Reliability in terms of sufficient resources to perform the tasks within the period for execution of the tasks foreseen by the contract.

Selection criteria 1.1, 1.2 and 2.5 apply to the tenderer, whilst selection criteria 2.1 to 2.4 apply to the nominated technical secretary and his/her alternate.

These criteria will be assessed on the basis of the documents referred to in 3.2.2 and 3.2.3.

For lot 2:

SELECTION CRITERIA
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. 1.2 Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 Knowledge of New and Global Approach, in particular with regard to conformity assessment procedures and the tasks of notified bodies in this respect, and knowledge of and experience in the EU activities and legislation in the recreational craft sector, in particular of Directive 94/25/EC, as amended by Directive 2003/44/EC
2.2 Experience in the preparation of and conducting secretarial work for meetings, ability to draft meeting agendas, working documents and minutes and to provide overviews.
2.3 Computer literacy and ability to use web-based information and communication technologies.
2.4 Adequate and relevant language skills to execute the required tasks and to draft reports in English.
2.5 Reliability in terms of sufficient resources to perform the tasks within the period for execution of the tasks foreseen by the contract. Documented experience in web-site design, management and maintenance.

Selection criteria 1.1, 1.2 and 2.5 apply to the tenderer, whilst selection criteria 2.1 to 2.4 apply to the nominated technical secretary and his/her alternate.

These criteria will be assessed on the basis of the documents referred to in 3.2.2 and 3.2.3.

3.2.2. Evidence of the economic and financial capacity of the service provider(s)

All tenderers must provide proof of their economic and financial capacity by submitting the following documents:

By filling Annex 5.3, consisting of an extract of the concerned legal entities' annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last two years, as approved by the general assembly of the company and, where applicable, audited and/or

published. These documents must be signed by the authorised representative of the tenderer.

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

3.2.3. Evidence of the technical and professional capacity of the service provider(s)

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents:

a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; The Europass curriculum vitae format (http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1) shall be filled in and signed, by each person involved in the execution of the tasks foreseen in the tender. The precise contractual link with the tenderer will also be described.

This evidence refers to selection criterion/a 2.1 to 2.5.

b) a list of the services carried out in the last three years, with the sums, dates and place. The list of the most important services shall be accompanied by certificates of satisfactory execution, specifying whether they have been carried out in a professional manner and have been fully completed;

This evidence refers to selection criterion/a 2.1, 2.2, 2.4 and 2.5.

c) an indication of the technicians or technical bodies involved, whether or not belonging directly to the firm, especially those responsible for quality control;

This evidence refers to selection criterion/a 2.5.

d) An indication of the tasks and the proportion of the contract which the service provider may intend to subcontract.

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

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

Tenderers' attention is drawn to the fact that any total or partial omission of information for which one or more service providers involved in the tender are responsible may lead the Commission to exclude the tender from the rest of the procedure.

3.3. STAGE 3 - APPLICATION OF AWARD CRITERIA (ASSESSMENT OF TENDERS)

The contract will be awarded to the most cost-effective tender. The following award criteria will be applied:

For lot 1:

No	Qualitative award criteria	Weighting (maximum points)
1.	*Quality of the methodology proposed to ensure the proper discharge of the duties of Technical Secretary and in particular the tasks described in paragraphs a), c), d) and g) of point 4.1.1.2 of the technical specifications*	40
2.	*Quality of the methodology proposed to ensure the proper functioning of the Technical Secretariat and in particular the discharge of the tasks described in paragraphs b) and f) and of point 4.1.1.2 of the technical specifications.*	30
3.	*Quality of the methodology proposed for assisting the Group of notified bodies in drawing RfUs and for co-ordinating with the Commission departments, as described in paragraphs e), h) and i) of point 4.1.1.2 of the technical specifications.*	30
	Total number of points	100

For lot 2:

No	Qualitative award criteria	Weighting (maximum points)
1.	*Quality of the methodology proposed to ensure the proper discharge of the duty of Technical Secretary to assist the Chairman of the Group of Notified Bodies and in particular to perform the tasks described in paragraphs a), b), d) and g) of point 4.1.2.3 of the technical specifications*	30

2.	*Quality of the methodology proposed to ensure the proper discharge of the Technical Secretariat's duty to assist the Group of Notified Bodies and in particular to perform the tasks described in paragraphs c), e), f) and h) of point 4.1.2.3 of the technical specifications.*	20
3.	*Quality of the methodology proposed to ensure the proper discharge of the Technical Secretariat's duty to develop, host, maintain and update a dedicated website for the Group of Notified Bodies and in particular the tasks described in paragraph i) of point 4.1.2.3 of the technical specifications..*	30
4.	*Quality of the methodology proposed to ensure the proper discharge of the Technical Secretariat's duty to publish the list of certified reference boats and in particular the tasks described in paragraph j) of point 4.1.2.3 of the technical specifications..*	20
	Total number of points	**100**

For Both lots:

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 60% in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

The points scored for the above qualitative criteria will be compared to the price, and the contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

Award criterion
Total price *(including any planned renewals and the reimbursable expenses)*

Since assessment of the tenders will focus on the quality of the proposed services, 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 expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

Tenders presenting a total price superior to the maximum amount of 160000 € for lot 1, respectively 220000 € for lot 2 will be excluded from the rest of the assessment procedure.

Final Evaluation	
	Total Quality Points/Price

3.4. INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the Commission 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.

3.5. AWARD OF THE CONTRACT

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

The Commission shall not sign the contract or framework contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the award decisions and decisions to reject.

After the award, during standstill period, the Commission will request to the tenderer proposed for award the evidence on exclusion criteria defined in section 3.1.3. If this evidence was not provided or proved to be unsatisfactory the Commission 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.

3.6. DATA PROTECTION

The follow up of your response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (CE) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing your tender according to the specifications of the invitation to tender and will

only be processed by **Enterprise and Industry Directorate-General, Unit ENTR/I4 – Electrical, Mechanical and Telecom Equipment** for this purpose. You may, upon request, obtain the communication of your personal data and rectify any inaccurate or incomplete personal data. Should you have any queries concerning the processing of your personal data, please address them to **Enterprise and Industry Directorate-General, Unit R2 – Human Resources**. As regards to the processing of your personal data, you have a right to recourse at any time to European Data Protection Supervisor.

4. TECHNICAL SPECIFICATIONS

4.1. DESCRIPTION OF TASKS

4.1.1. Lot 1: Technical Secretariat of the Coordination Group of the notified bodies under the directive 2000/9/EC relating to Cableways installations designed to carry persons

4.1.1.1. Introduction

The purpose of this Invitation to Tender is to designate the Technical Secretariat for the group of notified bodies established under Directive 2000/9/EC relating to cableways installations designed to carry persons: the Cableways Sectoral Group – CSG.

The CSG had its first meeting in September 2004. Since June 2005, a Technical Secretary has been designated for consecutive 12-month periods. The latest contract covering this task was executed by ABERTECH s.n.c.

The following information is considered of interest as regards potential bidders:

- Cableways Directive 2000/9/EC on Europa Website
http://ec.europa.eu/enterprise/rail_guided_transport/cableways/index.htm

- Information on the cooperation between notified bodies in the cableways sector
http://ec.europa.eu/enterprise/rail_guided_transport/cableways/nb_rfu.htm

Under this contract, only one person will be nominated as Technical Secretary. Nevertheless, bids shall also include the name of an alternate to cover the eventuality of the nominated person being unable to continue exercising his or her function.

However, no change of Technical Secretary may take place without the prior agreement of the Commission, which reserves the right to reject a proposal by the Contractors to replace the Technical Secretary.

4.1.1.2. Tasks

The Technical Secretary is to assist the Chairman of the group of notified bodies in carrying out its duties.

Therefore, the Contractor's tasks are to:

a) ensure continuity of the Technical Secretariat's work throughout the duration of the contract.

b) keep abreast of and report to the group on the progress made in the work of implementing Community legislation in the cableways sector and related activities in the field of European standardisation.

To this end, the Technical Secretary will make the fullest possible use of new information technologies and, in particular, of the CIRCA Interest Group, created by the Commission Services on the CIRCA[9] website at the following Internet address:
http://circa.europa.eu/
Information on CIRCA and on its use as a collaborative workspace with partners of the European Institutions can be found at
http://circa.europa.eu/docs/circa_quick_guide_32.pdf.
In addition to contributing towards the definition of the architecture and the updating of this forum, the Contractor will also be required to run any newsgroups set up on this site.

c) prepare, take part in and run the plenary meetings of the group of notified bodies.
This task will include (non-exhaustively) the preparation of agendas, the drawing up of working documents and the drafting of minutes and adopted recommendations.
In these activities, the Technical Secretary can count on the support of an Administrative Secretariat[10] charged with providing logistical back-up for these meetings (the tasks of the Administrative Secretariat are not covered by this contract).

d) participate where necessary in the meetings of the coordination subgroups of the Group of notified bodies to deal with specific technical questions.

e) draw up recommendations for use (RfUs) for deliberation, as well as finalised RfUs and approved recommendations for use (ARfUs).
An RfU is a document containing a question asked and the answer to it. The RFU is at the deliberation stage when the reply is in the course of being discussed or drafted, and is finalised when the reply has been approved through coordination of the notified bodies.
Once approved by the coordination of the notified bodies, the RFUs may be the subject of comments and measures on the part of the advisory committee foreseen in Article 17 of Directive 2000/9/EC before being approved also by the latter and become ARfUs.
These documents must be drafted and classified in such a way as to ensure that they can be used quickly and efficiently. This implies, amongst other things, the use of a standard model: see, for example, the text of one of the most recently approved ARfU at: http://ec.europa.eu/enterprise/rail_guided_transport/cableways/docs/cnb-csg-00-003_ver_3.pdf.

f) collect all useful technical information and organise it in such a way as to enable the notified bodies to exercise and co-ordinate their activities as efficiently as possible.

g) propose responses or solutions to technical difficulties raised by the members of the group of notified bodies.

h) take part in coordination meetings with Commission departments in Brussels.

[9] CIRCA (Communication & Information Resource Centre Administrator) is an extranet tool, developed under the European Commission IDA programme. It enables a given community (e.g. a notified bodies' group) geographically spread across Europe (and beyond) to maintain a space on the Internet where they can share information, documents, participate in discussion fora and benefit from various other functionalities. Such a space is called an 'Interest Group'.

[10] In the context of the system of co-operation of notified bodies, the Commission provides financial support for one technical secretariat for each co-ordination group of notified bodies (the subject of this invitation to tender) and a single common administrative secretariat (common to all groups of notified bodies) to organize and support logistically meetings of co-ordination groups of Notified bodies held in Brussels.

i) provide, at the request of the Commission's departments, technical advice on subjects relating to the application of Directive 2000/9/EC.

The activities of the Technical Secretary are expected to require a maximum of 50 man-days per 12-month period.

Over each 12-month period, this services contract will involve participation in a maximum of:

- 2 coordination meetings with Commission services in Brussels;
- 2 plenary meetings of the Group of notified bodies in Brussels or in the premises of a member of the Group of notified bodies on a rotational basis;
- 4 meetings of the coordination subgroups of the Group of notified bodies. These meetings may take place in Brussels or in another Member State of the European Union.

The time for participating in these meetings is included in the maximum number of man-days referred to above.

4.1.2. Lot 2: Technical Secretariat of the Group of notified bodies under directive 94/25/EC, as amended by Directive 2003/44/EC, relating to Recreational Craft

4.1.2.1. Introduction

The purpose of this Invitation to Tender is to designate the Technical Secretariat for the group of notified bodies established under Directive 94/25/EC relating to recreational craft, as amended by Directive 2003/44/EC.

The last contract for the technical secretariat for the group of notified bodies established under the Recreational Craft Directive was awarded to BALance Consulting. Information concerning the activities and procedures of the group of notified bodies and the technical support provided under that contract can be found on the RSG website (www.rsg.be).Candidate tenderers may receive - upon request - from the Commission services full access to the contents of this website as well a copy of the latest report submitted under the current contract.

Under this contract, one person will be nominated as Technical Secretary. Nevertheless, bids shall also include the name of an alternate to cover the eventuality of the nominated person being unable to continue exercising his or her function.

4.1.2.2. Duties

The duties of the Technical Secretary are:

a. to assist the Chairman of the Group of Notified Bodies established under Directive 94/25/EC, as amended by Directive 2003/44/EC, in carrying out his duties,

b. to assist the Group of Notified Bodies in the annual updating, revision and publication of their guidelines on conformity assessment related issues, in the light of the Group's discussions and decisions as well of decisions taken by other groups established in the context of the Recreational Craft Directive, such as the Standing Committee, the Group of Experts and the Administrative Co-ordination Group of Market Surveillance Authorities in the Member States (ADCO). Information concerning the activities and procedures of these groups can be found on the CIRCA web pages

http://circa.europa.eu/Members/irc/enterprise/sc9425/home ,
http://circa.europa.eu/Members/irc/enterprise/rcdscc/home, and
http://circa.europa.eu/Members/irc/enterprise/rcdadco/home.

c. to develop, host, maintain and update a dedicated website for the Group of Notified Bodies, including a communication infrastructure for exchange of information between the Group's members and observers.

e. to collate and process data on key design parameters and sound level measurements of "certified reference boats" and to establish, publish and keep up to date a secure list of "certified reference boats" as provided for in § 1.5 of Annex I.C to Directive 2003/44/EC

4.1.2.3. Tasks

For the discharge of the duties of the Technical Secretariat, the Contractor's tasks are to:

a. ensure continuity of the Technical Secretariat's work and responsibilities throughout the duration of the contract;

b. prepare, take part in and assist the Chairman during the meetings of the Group of Notified Bodies. This task includes the preparation of meeting agendas, the drawing up of working documents and the drafting of the meeting minutes and adopted recommendations and decisions.

c. participate and assist, when explicitly requested by the Commission to do so, in meetings of the co-ordination subgroups set up by the Group of Notified Bodies to deal with specific technical questions;

d. take part in co-ordination meetings with Commission services in Brussels.

e. keep abreast of and provide all relevant information to the Group of Notified Bodies on:
- developments in the implementation of Community legislation in the recreational craft sector,
- related activities in the field of European standardisation, and
- initiatives in the field of the New Approach and Global Approach, in particular with regard to those developed in the context of the Council Resolution of 10 November 2003 on the Communication of the European Commission 'Enhancing the Implementation of the New Approach Directives' (see http://ec.europa.eu/enterprise/newapproach/index_en.htm for more information)

and organise and make this information available in such a way as to enable the Notified Bodies to exercise and co-ordinate their activities as efficiently as possible.

f. co-ordinate and facilitate discussions on technical questions and problems raised by the members of the Group of Notified Bodies, in particular by providing, managing and moderating a website based discussion platform for the processing of Internet Discussion Documents (IDG), Proposals for Enquiry (PFE) and Recommendations for Use (RFU) issued by the Group of Notified Bodies, using the standardised forms and following the procedures laid down in the Rules of Operation of the Group of Notified Bodies.

g. record and consolidate the decisions of the Group of Notified Bodies, by drafting and editing the Recommendations for Use and/or including these decisions in the Group's Guidelines, in accordance with the Rules of Operation. Assist the Chairman by co-

ordinating the consultation of the Commission services and the Standing Committee on the Group's decisions.

h. co-ordinate the yearly updating of the Guidelines of the Group of Notified Bodies, by drafting and editing the necessary amendments and by publishing a consolidated revision. The yearly update of the Guidelines will be part of the draft interim and final report the Contractor has to submit to the Commission in the performance of this contract.

i. develop, host, maintain and regularly update a dedicated website for the Group of Notified Bodies. This website has to be configured in such a way that it can act as a publicly accessible platform for interested parties providing information on the objectives, work and decisions of the Group of Notified Bodies, and as a working platform for the Group of Notified Bodies and its subgroups. The working platform of the website has to provide functionalities for members' management, document management and archiving, event management and a message board including specific functions for the handling of PFE/IDG and respective voting by the Group's members. The website should allow for the Group's Chairman to be provided with extended editor functions and user rights to enable him to fulfil his duties. The website will have to act as the official archive for all documents issued by the Group of Notified Bodies, and shall therefore be uploaded with all documents archived on the Group's current website (www.rsg.be). Under the current contract for the technical secretariat of the group of notified bodies, the contractor is bound to make available at the end of his contract to the Commission services all information in the current database and website in a suitable form for future use.
In addition to the above, the contractor has to perform the following specific tasks:

- Maintain the specific RSG web site's domain name or register the web site under a new domain name and maintain its operation on an independent server,
- Undertake all technical tasks including uploading of the contents of the current web page's contents, for which the contractor has to assume the liability.
- Regularly (at least every month) amend and update the content of the web pages and web site in close consultation with the Commission services
- Maintain the web site and its pages
- Promote the web site through appropriate internet links and channels and search engines
- Report (in the interim and final activity report, on the web site activity and usage, including a review on the direction and impact of the web site and submit proposals to the Commission services for its further enhancement
- Transfer to the Commission services, at the end of the contract, of the web-site domain name and intellectual property rights related to it, in accordance with the provisions of Article 9.6 of Annex I of the draft contract, as well all documents and contents of the web site in a suitable form for future use.

j. collate, process and publish the data notified by Notified Bodies to the Commission services concerning the key design parameters and sound level measurements of boat/engine combinations that have been found to comply with the noise emission requirements of Directive 94/25/EC, as amended by Directive 2003/44/EC, and for which the manufacturer wants their registration as "certified reference boat".
This list of certified reference boats has to be published and kept up to date on the

publicly accessible part of the dedicated web-site of the Group of Notified Bodies and be protected in such a way that its data cannot be changed or manipulated by third parties.

The activities of the Technical Secretary are expected to require a maximum of 55 man-days per 12-month period.

Over each 12-month period, this service contract will involve participation in a maximum of:

- 2 co-ordination meetings with Commission services in Brussels (including the kick-off meeting);
- 2 meetings of the Group of Notified Bodies. In principle these meetings are held at the premises of the members of the Group of Notified Bodies on a rotational basis, but they may also take place in Brussels;
- 4 meetings of the co-ordination subgroups of the Group of Notified Bodies. These meetings may take place in Brussels or in another city in one of the Member States of the European Union.

The time for participating in these meetings is included in the maximum number of man-days referred to above.

4.2. REPORTS AND DOCUMENTS

For each 12 months period, the Contractor is to provide the required reports and documents in accordance with the conditions of the standard service contract appended in Annex 5.2.

For Lot 1 and 2:

Apart from the technical documents required to carry out the tasks stipulated by the contract, the Technical Secretary is to draw up:

- timetables for these activities enabling the precise number of man-days worked to be determined. These timetables will provide the basis for calculating the invoices relating to the period covered. Duly completed and signed time sheets recording the time spent on the various tasks are to be attached to each timetable.
  A timetable, with the corresponding time sheets attached, is to be drawn up for each six-month period starting from the day the contract is signed.

- reports, which must include a detailed description of work completed, work in progress and future tasks.

  These reports are as follows:

  - **Interim Activity Report** no later than one month after the end of the first six-month period from the signature of the contract.

  - **Final activity report** no later than 60 days after the 12 months deadline for performance of the tasks provided for in the contract.

Handover report: when the contract is not renewed the contractor shall submit, together with the final report covering the last 12 months period in which he has executed his tasks, a handover report indicating in detail:

- The outstanding issues and tasks to be taken care of by the successive contractor
- All necessary information related to the transfer of the contents of the web site.

For each of the meetings referred to in point 4.1, in which the Technical Secretary has taken part, the Contractor has to deliver a record of meeting**,** no later than two weeks after the date of each meeting. **Records of meetings** drawn up by the Technical Secretary shall be appended to the Activity Reports.

All reports should be submitted in English in Microsoft Word, both in electronic format and in paper copy.

For Lot 2:

In addition to the above reports, the contractor for Lot 2 has also to deliver:

- a copy of the updated **Guidelines of the Group of Notified Bodies**, and

- a copy of the **list of certified Reference Boats**.

5. ANNEXES

5.1 EXCLUSION CRITERIA FORM (INVITATION TO TENDER NO ENTR/08/012)

Exclusion Criteria Form

The undersigned:

Name of the company/organisation:
Legal address:
Registration number:
VAT number:

Name of the signatory of this form (representative legally authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation):

declares on his or her honour that the company or organisation that he or she represents:

a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

d) has fulfilled its 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 of the contracting authority or those of the country where the contract is to be carried out;

e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

f) is not 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 procurement procedure or failing to supply this information, or for having been declared to be in serious breach of its obligations under contracts covered by the Community budget.

g) that on the date of submission of the tender, the company or organisation he or she represents and the staff proposed for this tender:

- 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;

- will inform the contracting department, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;

- have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;

- 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.

h) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

The Commission 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 Commission, within fifteen calendar days following the receipt of the Commission's request, preceding the signature of the contract, the evidence referred to in paragraph 3.1.3 of the tender specifications and any additional document the Commission considers necessary to perform its checks.

By signing this form, the undersigned acknowledges to be informed of the existence of the exclusion criteria and applicable administrative and financial penalties, detailed in Articles 93, 94, 95 and 96 of the Financial Regulation and Articles 133, 133a, 134, 134a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation.

Full name Date Signature

5.2 DRAFT SERVICE CONTRACT

EUROPEAN COMMISSION
ENTERPRISE DIRECTORATE-GENERAL

New APPROACH INDUSTRIES, Tourism & CSR
UNIT I4: mechanical, electrical AND TELECOM Equipment

SERVICE CONTRACT

CONTRACT NUMBER –

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr. Heinz Zourek, Director General, Enterprise and Industry Directorate General,

of the one part,

and

[official name in full]
[*official legal form*]
[*statutory registration number***]**
[official address in full]
[*VAT registration number*]

(hereinafter referred to as "the Contractor", *[represented for the purposes of the signature of this contract by* [name in full and function,]*]*

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below
and the following Annexes:

Annex I – Tender Specifications (Invitation to Tender No. ENTR/08/012)

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

Annex III – Travel and subsistence expenses

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 Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

Lot 1:

I.1.1. The subject of the Contract is to provide the services of the Technical Secretariat of the Group of Notified Bodies under Directive 2000/9/EC**,** relating to cableway installations designed to carry persons.

Lot 2:

I.1.1. The subject of the Contract is to provide the services of the Technical Secretariat of the Group of Notified Bodies under Directive 94/25/EC, as amended by Directive 2003/44/EC, relating to recreational craft.

I.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

ARTICLE I.2 - DURATION

I.2.1. The Contract shall enter into force on the date on which it is signed by the last contracting party

I.2.2. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.

I.2.3. The duration of the tasks shall not exceed 12 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.

I.2.4. The Contract may be renewed up to three times, each time for a period of execution of tasks of 12 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICE

I.3.1 The maximum total amount to be paid by the Commission under the Contract shall be **[amount in figures and in words]**EUR, covering all tasks executed.

I.3.2. The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance of the Contract.

I.3.3. In addition to the maximum total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR **[amount in figures and in words]**. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex III.

ARTICLE I.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. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1. Pre-financing: not applicable

I.4.2 Interim payment:

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

- a draft interim activity report in accordance with the instructions laid down in Annex I
- the relevant invoices
- statements of reimbursable expenses in accordance with Article II.7

provided the report has been approved by the Commission.

The Commission shall have twenty days from receipt to approve or reject the draft report, and the Contractor shall have twenty days in which to submit additional information or a new report

Within thirty days of the date on which the draft report is approved by the Commission, an interim payment corresponding to the relevant invoices shall be made.

I.4.3. Payment of the balance:

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

- the draft final activity report in accordance with the instructions laid down in Annex I
- the relevant invoices
- statements of reimbursable expenses in accordance with Article II.7

provided the report has been approved by the Commission.

The Commission shall have twenty days from receipt to approve or reject the draft final report, and the Contractor shall have twenty days in which to submit additional information or a new report.

Within thirty days of the date on which the draft report is approved by the Commission, payment of the balance corresponding to the relevant invoices shall be made.

ARTICLE I.5 – BANK ACCOUNT

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

Name of bank: [**complete**]
Address of branch in full: [**complete**]
Exact designation of account holder: [**complete**]
Full account number including codes: [**complete**]
IBAN code: [**complete**]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

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

Commission:

European Commission
Enterprise and Industry Directorate-General
Directorate I: New Approach Industries, Tourism and CSR
Mechanical, Electrical and Telecom Equipment Unit
Administrative address: BREY - 7/342
B-1049 Brussels

Contractor:

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

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The Contract shall be governed by the national substantive law of the Kingdom of Belgium.

I.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 I.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. It shall be processed

solely for the purposes of the performance, management and follow-up of the Contract by **Head of Unit Mechanical and Electrical Equipment (ENTR/I4)** without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to **Enterprise and Industry Directorate-General data controller (ENTR/R2 Human Resources Unit)**. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.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 two (2) months formal prior notice. Should the Commission 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.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

II.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

II.1.4. The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

II.1.5. The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;

- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

II.2.1. The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

Where required by Article I.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 Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

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

- 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 Commission 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 Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

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

II.4.3. Payment of the balance:

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

- 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 Commission 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 Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

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

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly 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 I.4 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*"the reference rate"*) plus seven percentage points (*"the margin"*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

II.6.1. If total payments made exceed the amount actually due 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 Commission.

II.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

II.7.1. Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3. Travel expenses shall be reimbursed as follows:

a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;

b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;

b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;

c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;

d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.

II.10.4. The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

II.11.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.11.2. The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

II.11.3. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.11.4. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

II.12.1. Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

II.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.15 – TERMINATION BY THE COMMISSION

II.15.1. The Commission may terminate the Contract 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 Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;

(d) where the Commission 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 Communities' financial interests;

(e) where the Commission 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;

(g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;

(h) where a change in the Contractor’s legal, financial, technical or organisational situation could, in the Commission’s opinion, have a significant effect on the performance of the Contract;

(i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;

(j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;

(k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point 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.

II.15.4. Consequences of termination:
In the event of the Commission 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 Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission 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.

ARTICLE II.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 Commission 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 II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.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 Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.

II.17.2. The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

II.17.3. In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

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.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the 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 Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

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

signature[s]: _____

Done at …,

For the Commission,
Heinz Zourek
Director General
Enterprise and Industry Directorate General

signature[s]:_____

Done at Brussels, [

In duplicate in English.

ANNEX I

Tender Specifications (call for tender ENTR/08/012) form an integral part of this contract.

A. Tender Specifications and Monitoring

<u>Lot 1:</u> Technical Secretariat of the Coordination Group of the notified bodies under the directive 2000/9/EC relating to Cableways installations designed to carry persons

The duties of the Technical Secretariat are:

a) ensure continuity of the Technical Secretariat's work throughout the duration of the contract.

b) keep abreast of and report to the group on the progress made in the work of implementing Community legislation in the cableways sector and related activities in the field of European standardisation.

c) To this end, the Technical Secretary will make the fullest possible use of new information technologies and, in particular, of the CIRCA Interest Group, created by the Commission Services on the CIRCA[11] website at the following Internet address: http://circa.europa.eu/. Information on CIRCA and on its use as a collaborative workspace with partners of the European Institutions can be found at http://circa.europa.eu/docs/circa_quick_guide_32.pdf.

d) In addition to contributing towards the definition of the architecture and the updating of this forum, the Contractor will also be required to run any newsgroups set up on this site.

e) prepare, take part in and run the plenary meetings of the group of notified bodies.

f) This task will include (non-exhaustively) the preparation of agendas, the drawing up of working documents and the drafting of minutes and adopted recommendations.

g) In these activities, the Technical Secretary can count on the support of an Administrative Secretariat[12] charged with providing logistical back-up for these meetings (the tasks of the Administrative Secretariat are not covered by this contract).

h) participate where necessary in the meetings of the coordination subgroups of the Group of notified bodies to deal with specific technical questions.

i) collect all useful technical information and organise it in such a way as to enable the notified bodies to exercise and co-ordinate their activities as efficiently as possible.

[11] CIRCA (Communication & Information Resource Centre Administrator) is an extranet tool, developed under the European Commission IDA programme. It enables a given community (e.g. a notified bodies' group) geographically spread across Europe (and beyond) to maintain a space on the Internet where they can share information, documents, participate in discussion fora and benefit from various other functionalities. Such a space is called an 'Interest Group'.

[12] In the context of the system of co-operation of notified bodies, the Commission provides financial support for one technical secretariat for each co-ordination group of notified bodies (the subject of this invitation to tender) and a single common administrative secretariat (common to all groups of notified bodies) to organize and support logistically meetings of co-ordination groups of Notified bodies held in Brussels.

j) propose responses or solutions to technical difficulties raised by the members of the group of notified bodies.

k) take part in coordination meetings with Commission departments in Brussels.

l) draw up recommendations for use (RfUs) for deliberation, as well as finalised RfUs and approved recommendations for use (ARfUs).

m) An RfU is a document containing a question asked and the answer to it. The RFU is at the deliberation stage when the reply is in the course of being discussed or drafted, and is finalised when the reply has been approved through coordination of the notified bodies.

n) Once approved by the coordination of the notified bodies, the RFUs may be the subject of comments and measures on the part of the advisory committee foreseen in Article 17 of Directive 2000/9/EC before being approved also by the latter and become ARfUs.

o) These documents must be drafted and classified in such a way as to ensure that they can be used quickly and efficiently. This implies, amongst other things, the use of a standard model: see, for example, the text of one of the most recently approved ARfU at: http://ec.europa.eu/enterprise/rail_guided_transport/cableways/docs/cnb-csg-00-003_ver_3.pdf.

p) provide, at the request of the Commission's departments, technical advice on subjects relating to the application of Directive 2000/9/EC.

The activities of the Technical Secretary are expected to require a maximum of 50 man-days per 12-month period.

Over each 12-month period, this services contract will involve participation in a maximum of:

- 2 coordination meetings with Commission services in Brussels;
- 2 plenary meetings of the Group of notified bodies in Brussels or in the premises of a member of the Group of notified bodies on a rotational basis;
- 4 meetings of the coordination subgroups of the Group of notified bodies. These meetings may take place in Brussels or in another Member State of the European Union.

The time for participating in these meetings is included in the maximum number of man-days referred to above.

<u>Lot 2:</u> Technical Secretariat of the Coordination Group of the notified bodies under directive 94/25/EC, as amended by Directive 2003/44/EC, relating to Recreational Craft

The duties of the Technical Secretariat are:

a) to assist the Chairman of the Group of Notified Bodies established under Directive 94/25/EC, as amended by Directive 2003/44/EC, in carrying out his duties,

b) to assist the Group of Notified Bodies in the annual updating, revision and publication of their guidelines on conformity assessment related issues, in the light of the Group's discussions and decisions as well of decisions taken by other groups established in the context of the Recreational Craft Directive, such as the Standing Committee, the Group of Experts and the Administrative Co-ordination Group of Market Surveillance Authorities in the Member States (ADCO).

Information concerning the activities and procedures of these groups can be found on the CIRCA web pages http://circa.europa.eu/Members/irc/enterprise/sc9425/home http://circa.europa.eu/Members/irc/enterprise/rcdscc/home, and http://circa.europa.eu/Members/irc/enterprise/rcdadco/home.

c) to develop, host, maintain and update a dedicated website for the Group of Notified Bodies, including a communication infrastructure for exchange of information between the Group's members and observers.

d) to collate and process data on key design parameters and sound level measurements of "certified reference boats" and to establish, publish and keep up to date a secure list of "certified reference boats" as provided for in § 1.5 of Annex I.C to Directive 2003/44/EC

For the discharge of the duties of the Technical Secretariat, the Contractor's tasks are to:

a) ensure continuity of the Technical Secretariat's work and responsibilities throughout the duration of the contract;

b) prepare, take part in and assist the Chairman during the meetings of the Group of Notified Bodies. This task includes the preparation of meeting agendas, the drawing up of working documents and the drafting of the meeting minutes and adopted recommendations and decisions.

c) participate and assist, when explicitly requested by the Commission to do so, in meetings of the co-ordination subgroups set up by the Group of Notified Bodies to deal with specific technical questions;

d) take part in co-ordination meetings with Commission services in Brussels.

e) keep abreast of and provide all relevant information to the Group of Notified Bodies on:
- developments in the implementation of Community legislation in the recreational craft sector,
- related activities in the field of European standardisation, and
- initiatives in the field of the New Approach and Global Approach, in particular with regard to those developed in the context of the Council Resolution of 10 November 2003 on the Communication of the European Commission 'Enhancing the Implementation of the New Approach Directives' (see http://ec.europa.eu/enterprise/newapproach/index_en.htm for more information)

and organise and make this information available in such a way as to enable the Notified Bodies to exercise and co-ordinate their activities as efficiently as possible.

f) co-ordinate and facilitate discussions on technical questions and problems raised by the members of the Group of Notified Bodies, in particular by providing, managing and moderating a website based discussion platform for the processing of Internet Discussion Documents (IDG), Proposals for Enquiry (PFE) and Recommendations for Use (RFU) issued by the Group of Notified Bodies, using the standardised forms and following the procedures laid down in the Rules of Operation of the Group of Notified Bodies.

g) record and consolidate the decisions of the Group of Notified Bodies, by drafting and editing the Recommendations for Use and/or including these decisions in the Group's Guidelines, in accordance with the Rules of Operation. Assist the Chairman by co-ordinating the consultation of the Commission services and the Standing Committee on the Group's decisions.

h) co-ordinate the yearly updating of the Guidelines of the Group of Notified Bodies, by drafting and editing the necessary amendments and by publishing a consolidated revision. The yearly update of the Guidelines will be part of the draft interim and final report the Contractor has to submit to the Commission in the performance of this contract.

i) develop, host, maintain and regularly update a dedicated website for the Group of Notified Bodies. This website has to be configured in such a way that it can act as a publicly accessible platform for interested parties providing information on the objectives, work and decisions of the Group of Notified Bodies, and as a working platform for the Group of Notified Bodies and its subgroups. The working platform of the website has to provide functionalities for members' management, document management and archiving, event management and a message board including specific functions for the handling of PFE/IDG and respective voting by the Group's members. The website should allow for the Group's Chairman to be provided with extended editor functions and user rights to enable him to fulfil his duties. The website will have to act as the official archive for all documents issued by the Group of Notified Bodies, and shall therefore be uploaded with all documents archived on the Group's current website (www.rsg.be). Under the current contract for the technical secretariat of the group of notified bodies, the contractor is bound to make available at the end of his contract to the Commission services all information in the current database and website in a suitable form for future use.
In addition to the above, the contractor has to perform the following specific tasks:

- Maintain the specific RSG web site's domain name or register the web site under a new domain name and maintain its operation on an independent server,
- Undertake all technical tasks including uploading of the contents of the current web page's contents, for which the contract has to assume the liability.
- Regularly (at least every month) amend and update the content of the web pages and web site in close consultation with the Commission services
- Maintain the web site and its pages
- Promote the web site through appropriate internet links and channels and search engines
- Report (in the interim and final activity report, on the web site activity and usage, including a review on the direction and impact of the web site and submit proposals to the Commission services for its further enhancement
- Transfer to the Commission services, at the end of the contract, of the web-site domain name and intellectual property rights related to it, in accordance with the provisions of Article 9.6 of Annex I of the draft contract, as well all documents and contents of the web site in a suitable form for future use.

j) collate, process and publish the data notified by Notified Bodies to the Commission services concerning the key design parameters and sound level measurements of boat/engine combinations that have been found to comply with the noise emission requirements of Directive 94/25/EC, as amended by Directive 2003/44/EC, and for which the manufacturer wants their registration as "certified reference boat".
This list of certified reference boats has to be published and kept up to date on the publicly accessible part of the dedicated web-site of the Group of Notified Bodies and be protected in such a way that its data cannot be changed or manipulated by third parties.

The activities of the Technical Secretary are expected to require a maximum of 55 man-days per 12-month period.

Over each 12-month period, this service contract will involve participation in a maximum of:

- 2 co-ordination meetings with Commission services in Brussels (including the kick-off meeting);
- 2 meetings of the Group of Notified Bodies. In principle these meetings are held at the premises of the members of the Group of Notified Bodies on a rotational basis, but they may also take place in Brussels;
- 4 meetings of the co-ordination subgroups of the Group of Notified Bodies. These meetings may take place in Brussels or in another city in one of the Member States of the European Union.

The time for participating in these meetings is included in the maximum number of man-days referred to above.

B. REPORTS AND DOCUMENTS

For each 12 months period, the Contractor has to deliver the interim report and final report in accordance witch the provisions of the articles I.4.2, I.4.4, II.4.2 and II 4.3 of this contract.

For Lot 1 and 2:

Apart from the technical documents required to carry out the tasks stipulated by the contract, the Technical Secretary is to draw up:

- timetables for these activities enabling the precise number of man-days worked to be determined. These timetables will provide the basis for calculating the invoices relating to the period covered. Duly completed and signed time sheets recording the time spent on the various tasks are to be attached to each timetable.
  A timetable, with the corresponding time sheets attached, is to be drawn up for each six-month period starting from the day the contract is signed.

- reports, which must include a detailed description of work completed, work in progress and future tasks.

  These reports are as follows:

  - **Interim Activity Report** no later than one month after the end of the first six-month period from the signature of the contract.

  - **Final activity report** no later than 60 days after the 12 months deadline for performance of the tasks provided for in the contract.

    Handover report: when the contract is not renewed the contractor shall submit, together with the final report covering the last 12 months period in which he has executed his tasks, a handover report indicating in detail:
    - The outstanding issues and tasks to be taken care of by the successive contractor

- All necessary information related to the transfer of the contents of the web site.

For each of the meetings referred to in this Annex, in which the Technical Secretary has taken part, the Contractor has to deliver a record of meeting**,** no later than two weeks after the date of each meeting. **Records of meetings** drawn up by the Technical Secretary shall be appended to the Activity Reports.

All reports should be submitted in English in Microsoft Word, both in electronic format and in paper copy.

For Lot 2:

In addition to the above reports, the contractor for Lot 2 has also to deliver:

- a copy of the updated **Guidelines of the Group of Notified Bodies**, and

- a copy of the **list of certified Reference Boats**.

ANNEX II

Tender of the Contractor

The tender submitted by the contractor in reply to the call for tenders ENT/08/012 and received on date… shall be an integral part of this contract.

ANNEX III

TRAVEL AND SUBSISTENCE EXPENSES

Travel and subsistence expenses incurred in connection with meetings which the Contractor is required to attend by the Commission of the European Communities shall be reimbursed in euro at the euro accounting rates in force during the month of payment by the administering department.

(a) Travel expenses

-rail: first class fare
-air: up to economy class fare and for outward-and-return journeys of more than 800km
-car: based on first class railway fare

(b) Cost of shipment of equipment or unaccompanied luggage

Subject to prior approval by the Commission.

(c) Subsistence expenses

The daily subsistence allowance is deemed to cover all expenses incurred during one day of mission, such as hotel, meals and local transport expenses (eg taxis and transport from the airport/station to the hotel) and are reimbursed on the basis of the following scale:

DESTINATIONS	Daily allowance in €	Maximum hotel price in €
Austria	95	130
Belgium	92	140
Bulgaria	58	169
Cyprus	93	145
Czech Republic	75	155
Denmark	120	150
Spain	87	125
Estonia	71	110
Finland	104	140
France	95	150
Germany	93	115
Greece	82	140
Hungary	72	150
Ireland	104	150
Italy	95	135
Lettonia	66	145
Lithuania	68	115
Luxemburg	92	145
Malta	90	115
Netherland	93	170
Poland	72	145
Portugal	84	120

Romania	52	170
Slovakia	80	125
Slovenia	70	110
Sweden	97	160
United Kingdom	101	175

For missions outside the European territory of Member States, the Commission will inform the Contractor, upon his request, of the applicable rates.

* *
*

5.3 FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM (INVITATION TO TENDER NO ENTR/08/012)

Financial and Economic Capacity Overview			
Currency : *EURO*			**Figures** ***(000)***
	N* (* most recent figures available)	**N-1**	**N-2**
Total Balance Sheet			
TRADE DEBTORS *Amounts due by commercial customers*			
CAPITAL and RESERVES (Equity) *Amounts owned by the company*			
TRADE CREDITORS *Amounts due to commercial suppliers*			
SHORT TERM DEBT			
LONG TERM DEBT			
LIQUIDITY *Bank accounts, cash at hand*			
About PROFIT & LOSS			
TURNOVER			
ORDINARY RESULT			
EXTRAORDINARY RESULT			
INCOME TAX			
NET RESULT			

You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.

Comments: Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

5.4 SUBCONTRACTOR / LETTER OF INTENT ENTR/08/12

Lot 1: Service contract: Technical Secretariat for the Group of Notified Bodies established under Directive 2000/9/EC relating to Cableways installations designed to carry persons.

Lot 2: Service contract: Technical Secretariat for the Group of Notified Bodies established under Directive 94/25/EC, as amended by Directive 203/44/EC, relating to recreational craft.

The undersigned**:** …….

Name of the company/organisation**:** ……

Address: ……

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, 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 tender, and in particular art. II.17 in relation with checks and audits.

Full name **Date** **Signature**

.....

5.5 POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

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 European Commission 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 supply of ….. and/or the provision of services for … (« **the Supplies and/or the Services** »).

(2) As co-signatories of the Contract, all the Group Members:

(a) Shall be jointly and severally liable towards the European Commission 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 Supplies and/or 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 European Commission 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 Supplies and/or the Services. This mandate involves in particular the following tasks:

(a) The Group Leader shall sign any contractual documents —including the Contract, and Amendments thereto— and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

(b) The Group Leader shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

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

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

Signed in …… on …….. ……
Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

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 European Commission 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 supply of ….. and/or the provision of services for … (« **the Supplies and/or the Services** »).

(2) As co-signatories of the Contract, all the Group Members:

(a) Shall be jointly and severally liable towards the European Commission 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 Supplies and/or 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 European Commission related to the Supplies or 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 Supplies and/or the Services. This mandate involves in particular the following tasks :

(a) The Group Manager shall sign any contractual documents —including the Contract, and Amendments thereto— and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

(b) The Group Manager shall act as single point of contact for the European Commission in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Commission, and shall see to a proper administration of the Contract.

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

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

Signed in …….. on …….. ……
Name
Function
Company

Name
Function
Company

Name
Function
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5.6 CHECKLIST OF DOCUMENTS TO BE SUBMITTED

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 n) depending on the role of each economic operator in the tender (coordinator/group leader in joint bid, partner in joint bid, single contractor, main contractor, subcontractor).

Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Section	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see annex 5.5)	1		n		
Letter of intent of subcontractor (see annex 5.4)	1				n
Legal Entity Form (see section 2.3.1) Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm	1	n	n	n	n
Supporting documents for the Legal Entity File Form	1	n	n	n	
Financial Identification form (see section 2.3.1) Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_fr.htm.	1	n		n	
Exclusion Criteria form (see section 3.1 and annex 5.1)	2	n	n	n	n
Evidence of economic and financial capacity (see section 3.2.2 and annex 5.3)	3	n	n	n	
Evidence of Technical and professional capacity (see section 3.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1	3	n	n	n	n

The following sections must be provided in the bid, their absence would mean rejection of the bid for incompleteness:

Description	Sec-tion	Coordinator or single tenderer
Technical Proposal (see section 2.3.2 and 4)	4	n
Financial Proposal (see section 2.3.3)	5	n