

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No. SRD MOVE/ENER/SRD.1/2010-411 concerning
Multiple framework contract for the provision of meeting rooms and related services in Brussels**

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I. SPECIFICATIONS

I.1. Introduction

The European Commission (referred to as "the Commission"), which for the purposes of this invitation to tender is represented by the Shared Resource Directorate for the Directorate-General for Mobility and Transport and for the Directorate-General for Energy (referred to as "the Shared Resource Directorate MOVE/ENER"), wishes to conclude a framework contract for the *provision of meeting rooms and related services in Brussels* for the use of both Directorates-General and the Executive Agency for Competitiveness and Innovation (hereafter "EACI").

The call for tender is being issued on an inter-institutional basis as the Executive Agency for Competitiveness and Innovation (EACI) is also participating to the call. The Commission will be the "leading institution" and will sign the interinstitutional framework contract on behalf of EACI. The resulting contract will therefore also apply to EACI.

The call aims to select three companies with which *a multiple framework contract "in cascade"* will be concluded. On the basis of the framework contract, these companies will be called upon according to the needs of the Commission. The framework contract will be valid for a period of one year from the date of signature of the contract and renewable for three further period of one year.

Throughout these specifications the following terms are used:

"Tenderers" refers to the economic operators who choose to submit a tender.

"Contractor" refers to the successful tenderer who will be chosen through this call for tender.

"Contracting authority" refers to the European Commission, and the participating EU executive agency hereafter referred to as "the Commission". The leading institution will sign the framework contracts while the European Commission or the Agency will conclude the specific contracts, depending on which institution expressed the specific requests for services.

"A multiple framework contract in cascade" establishes the basic terms for a series of specific contracts to be concluded over a given period, particularly as regards the duration, subject, price and implementing conditions. When specific contracts will be awarded, the economic operator whose tender for the award of the framework contract was considered the best will be contacted first. If this first operator is not capable of or interested in supplying the goods, services or works in question, the second will be contacted. If the second operator is not capable of or interested in supplying the goods, services or works in question, the third one will be contacted

I.2. Purpose of the contract and services requested

The Directorates-General and EACI do not currently have enough internal capacity to provide meeting rooms to accommodate all of their needs. The purpose of this call for tender is therefore to sign framework contracts to secure the services of external suppliers able to provide a sufficient number of these meeting rooms and additional services to fulfil their needs.

For practical and logistical reasons, it is necessary to provide these services on one single site/venue in Brussels on the occasion of each event. The site must be located within 10 km distance of the Schuman area and be close to public transport facilities.

The services that should be made available and their minimum requirements are the following:

In all requests:

Provision of equipped meeting rooms, including:

- Dimension of the rooms suitable to the number of participants and, if needed, to the installation of interpretation booths;
- Adequately furnished as per the needs of the event (U Shape style/double U-Shape, cabaret style or school style, shape as per request)
- Provision, installation and quality technical support on site (on call assistance i.e. immediately available should any technical problem occur or feel for assistance needed), and this throughout the duration of the event of all the requested technical equipment (beamer, mics, access to internet,..). The sound system will be adjusted to the size of the room and to the number of participants.
- Appropriate conditions for the welcoming and the work of participants and interpreters (production of sign posting, arrangements of premises, cleanness, lighting, air conditioning, taking into account possible visual obstacles, writing pad, pens, name cards, glasses and bottles of water,..) ;
- Accessibility for disabled persons to all the premises (meeting room, restaurant,..) and facilities;
- General coordination with the Commission service(s) (e.g. organiser of the event but also the SCIC¹ in case the services of Commission interpreters are used) in English and/or French language;

Complementary services "on demand":

Organisation of catering for participants, including

- Possibility of refreshment breaks per half-day session, two-course lunch (starter and main course or main course and dessert) including non-alcoholic drinks , cocktail reception (viz: /white/red wines, beer, non-alcoholic drinks, appetizers etc.), buffet sandwiches;

Provision of simultaneous and consecutive interpretation from/to various languages

- Team of interpreters (accredited by the European Union or members of AIIC) covering at least the following 6 languages: English, French, German, Italian, Spanish and Polish.

Provision of interpretation booths, related equipment and sound system

Technical minimum requirements of the meeting room (either built-in or mobile booths if interpretation is required):

¹ Acronym used for DG Interpretation

BUILT-IN BOOTHS (ISO 2603-1998)

1 Minimum dimensions of booths

Width: 2.50 m for 2 interpreters; 3.20 m for 3 interpreters (exceptionally for 4 interpreters)

Depth: 2.40 m

Height: 2.30 m

2 Air Conditioning

Each booth shall be fitted with a door providing satisfactory acoustic insulation and operating silently and an efficient and soundless air-conditioning system in accordance with ISO standard 2603-1998.

3 Windows

Front windows shall be across the full width of the booth. Vertical supports shall be avoided. Front and side windows shall consist of untainted anti-glare glass, satisfying the sound insulation requirements.

4 Simultaneous interpretation equipment

If built-in booths do not meet ISO 2603-1998 or the above technical specifications, mobile booths will have to be used.

If the booths in the room are satisfactory but not equipped with permanent simultaneous interpretation equipment, or if the equipment does not meet ISO 2603-1998 standards and the technical specifications above, the necessary equipment has to be hired.

MOBILE BOOTHS (ISO 4043-1998)

1 Minimum dimensions of booths

Width: 2.40 m (3.20 m if the languages involved require four interpreters in the booth)

Depth: 1.60 m

Height: 2.00 m

2 Ventilation/Air Conditioning

Each booth shall have a hinged door that opens outwards, providing direct access from the room or platform. It shall operate silently and not be lockable. The booth shall be fitted with an effective ventilation system, ensuring complete renewal of the air at least seven times per hour, without causing draughts on seated occupants. It shall operate as soundlessly as possible. This means at least 2 ventilators for standard booths or bigger.

3 Windows

Each booth shall have front and side windows. For maximum visibility, front windows should span the whole width of the booth. Vertical support shall be as narrow as possible and shall not be in the central field of view of any working position. Windowpanes shall be untainted, clean and free from scratches.

4 Podium

Mobile booths should be placed on a carpeted podium about 30 cm high, which produces no mechanical noise, leaving a passage of + /- 1, 50 m width behind the booth, at the same height as the booth floor; it has safe access.

OTHER REQUIREMENTS: (whether with built-in or mobile simultaneous interpretation installations)

1 Number of booths: (at least) one booth is required for every language into which interpretation is provided.

2 Equipment in the booths: per booth : At least 1 individual interpretation console per interpreter.

Each console shall comprise:

One control panel with a relay control and an outgoing channel switch. Each console shall have at least 3 relay pre-selections; in the case of 3 or more consoles per booth and interpretation from more than 6 languages, 5 relay-pre-selections are required.

One microphone

One set of headphones (AKG K 10 or similar). If foam pads are used they should be removable and the use of cotton covers is recommended.

The technical equipment and booths shall be in perfect condition and installed with the utmost care. A qualified simultaneous interpretation installation technician should remain in the room throughout the meeting to intervene if necessary.

N.B. Good co-operation between the sound-system supplier and the simultaneous interpretation equipment technicians is essential where two separate firms are involved. The simultaneous interpretation sound technicians must be given the lead role in these cases

Additional requirements in case of simultaneous interpretation:

Compliance with fire and safety regulations for safe access and exit from booths must be ensured.

All booths must afford the interpreters a direct and unobstructed view of all proceedings in the room and of the other interpreting booths. The use of meeting rooms with pillars and columns obstructing the interpreters' view should be avoided.

If projection screens are used they must be fully visible from all booths and close enough to allow interpreters to read words and numbers. If videos or films are to be shown, interpreters must be given the script in advance and there must be direct sound feed of the soundtrack.

The booth shall be equipped with a firm working surface covered with shock-absorbent material. Interpreters shall be provided with an individual adjustable compact table light, a comfortable chair with five legs on wheels and adjustable in height, paper, writing material (no pencils), water and glasses in the booth.

The attention of the tenderers is also drawn to the fact that in case the need arises to record on tape the meeting, for internal purpose, it shall be done without the prior consent of the interpreters concerned. The use of cell phone in the translation booth is strictly forbidden

3 Delegates' microphones:

i) Fixed: Normal practice is one microphone for every 2 delegates, or one per delegation, at the main meeting table; equipped with a gooseneck to allow rotation without the delegates having to move.

To avoid any risk of accident, cable connections shall be along the walls and the others must be fasten to the floor.

ii) Moving: Where a speaker has to move around to illustrate slides or overheads a suitable lapel/buttonhole microphone (Lavallier) must be provided.

For conferences cordless microphones may be used for participants wishing to ask questions.

4 Headphones for delegates

If foam pads are used, they must be removable, sanitized and covered with plastic before each event.

5 Receivers

The receivers, light and easily portable, must be with infrared technology that allows the confidentiality of meetings. Their autonomy must be long enough to allow operation of more than 8 hours, and allow a reception in min 6 languages.

The receivers will be distributed and collected by the contractor's care. No ID document will be requested in exchange for the receivers.

6 Technical Assistance

The technician or the team of technicians being able to make the necessary adjustments on the technical devices and to intervene in case of breakdown will be available throughout the duration of the event.

The team will have sound knowledge in informatics, shall be able to connect any PC / video projector, shall have a sound knowledge of the functioning of the interpretation equipment and shall answer to any other technical services upon request.

Appearance, behaviour and language will be treated with care. The technical team will wear a badge with the logo of the society it represents and his/her name.

Additional

In case of services not defined in the tenderer's offer but considered necessary for a particular event, the Commission will make a written request to the Contractor to provide a price for such services. An offer will be sent to the Commission which must give its written agreement to the Contractor before the services are provided. The costs of such services will be limited to a maximum provision of 5% of the total cost of the services for the event.

All services requested under the framework contract will be the subject of specific request for services setting out the specific needs and requirements and the dates of delivery

The Contracting Authority can not be held responsible for any theft, loss or degradation of material and no material compensation can be requested in case such event would occur.

II. TERMS OF THE FRAMEWORK CONTRACT

In drawing up his offer, the tenderer should bear in mind the provisions of the draft framework contract attached to this invitation to tender (annex 6). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

The Commission and EACI reserve the right to contract services described in this call for tenders outside this framework contract.

II.1. Estimate of the amount of work involved

The indicative maximum amount is EUR 1.400.000 (up to 4 years). Specific Contracts will not be signed once the budget is exhausted.

II.2. Duration of the contract

The framework contract will be concluded for a period of one year from the date on which it is signed by the last contracting party, and shall be renewed automatically up to 3 times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other three months before the expiry of the Contract. The total duration of the framework contract will not exceed four years from the date it is concluded.

II.3. Specific Contracts under this Framework Contract

The services which may be requested will, as the need for them arises, be the subject of written requests from the Directorate-General for Energy and Transport or EACI (and exceptionally, other Directorates-General of the European Commission with the prior approval of the Directorate-General for Energy and Transport) for which the successful tenderer will be required to submit detailed estimates, to be drawn up on the basis of the price schedule included in the framework contract.

On the basis of the estimates submitted by the contractor, an order may be formally placed by means of a specific contract signed by a person authorised to act on behalf of the institution.

The contractor will have the number of working days specified in the request (in general 10 working days) to submit its offer. In the event of failure to observe this deadline or disagreement on the allocation of resources, the contractor shall be considered as unavailable and a request will be sent to the next contractor on the list.

In the same way, if the first choice of contractor is unable to carry out the work within the time limit set in the request or in the event of default, as described in Article I.11 of the special terms and conditions of the draft framework contracts (Annex 6), in respect of the performance of earlier orders, not entailing termination of the contract, the request to provide services will be automatically sent to the next contractor on the list.

Example of processing a specific order:

- Step 1: Request for services issued by the institution
- Step 2: The contractor sends his estimates within 10 days
- Step 3: Specific contract is sent by the institution within 15 days following the receipt of the offer
- Step 4: Delivery of services
- Step 5: Payment of the invoice within 30 days after the receipt of the invoice

II.3.1. Ordering conditions

The ordering conditions will be as follows:

- the request for services will indicate the services to be delivered, the date and the indicative number of participants
- in case catering services has been ordered, the final number of participants will be confirmed at the latest 4 working days before the start of the training (only the quantities contained in this confirmation will be invoiced)
- the delay applied for complete cancellation of an order without incurring any costs will be 15 working days before the start of the meeting.

II.3.2. Quality of the services

The contractor will be responsible for ensuring the on-going quality of the services that he provides under the framework contract. This includes ensuring that the services are provided as detailed in the specific contract on a day-to-day basis (room preparation, checking equipment). The contractor will also be required to provide technical support for the smooth running of the meetings, in particular in relation to all technical equipment (booths, beamers, televisions, computers) etc which he supplies.

II.3.3. Health and safety standards

The contractors must ensure compliance with all health and safety standards and insurance requirements for those present on his premises.

II.4. Terms of payment

Payments shall be made in accordance with the provisions specified in the draft framework contract (annex 6).

- For Specific Contracts **less than €25 000:**

Payments will be made after performance of the work and acceptance thereof by the contracting authority within 30 days of receipt of the request for payment.

- For Specific Contract of **€25 000 or above:**

The Contractor may request an advance of 30% of the total price of the service. The balance will be paid after performance of the work and acceptance thereof by the contracting authority within 30 days of receipt of the request for payment.

II.5. Subcontracting

Subcontracting is permitted. Subcontracting must be approved by the Commission, either by accepting the contractor's tender, or, if proposed by the contractor after framework contract signature, by a formal prior approval.

The lead contractor will remain fully responsible for the delivery of all services under the framework contract.

Tenderers must ensure that Article II.17 of the draft framework contract (annex 6) can be applied to subcontractors.

Once the contract has been signed, Article II.13 (annex 6) of the above-mentioned contract shall govern the subcontracting.

II.6. Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortium) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid. If awarded, the contract will be signed by the company or the person heading the project, who will be, vis-à-vis the Commission, the only contracting party responsible for the performance of this contract. Tenders from a consortium of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. Each member must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (all of them) and award criteria.

III. FORM AND CONTENT OF THE TENDER

III.1. General

- Tenders must be written in **one of the official languages** of the European Union and submitted in **triplicate** (one clearly marked "original" and two copies)
- Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.
- All tenders should include a covering letter on headed notepaper from the lead contractor, signed by a **tenderer's duly authorized representative**

III.2. Structure of the tender

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

III.2.1. Section One: administrative proposal

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 1, 2 and 3):

- Tenderers' identification (Annex 1)

All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.

If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

Each tenderer (including subcontractor(s) or any member of a consortium or grouping) must complete and sign the identification forms in Annex 1 and also provide above-mentioned documents. However, the subcontractor(s) shall not be required to fill in or provide those documents when the sub-contracted part of the contract represents less than 20% of the tenderer's financial offer.

- Financial identification (Annex 2)

The **bank identification form** must be filled in and signed by an authorised representative of the tenderer and his/her banker. A standard form is attached in Annex 2 and a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

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

- Legal entities (Annex 3)

The legal entity form in Annex 3 must be filled in and should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

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

The Commission reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

All the information/documents for the purpose of checking absence of grounds for exclusion (IV.I) and the selection criteria (IV.2) should also be submitted under this section. In case of grouping/consortium, the documents referred to under II.6 should also be included. In case sub-contracting is intended for the provision of the meeting rooms, a letter of intent is required from the subcontractor(s) giving an unambiguous undertaking to collaborate with the tenderers if they win the contract and the extent of the resources that they will put at the tenderers disposal for the performance of the contract.

III.2.2. Section Two: Technical proposal

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The technical proposal must provide **all the information and documentation** needed for the purpose of awarding the contract (see award criteria IV.3).

Tenderers must indicate clearly in their tender which parts of the tasks, if any, they intend to subcontract and the identity of these **subcontractors**. Full details of such subcontractors (name, place of establishment, qualifications, services and amounts provided) must be given in the tender.

III.2.3. Section Three: Financial proposal

All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:

- Prices should be broken down according to the format given in **Annex 5** as appropriate. All sections of the corresponding form must be completed and submitted with the tender.
- The unit price shall be deemed to cover **all** contractor's **costs** (including e.g. expenses of management and administrative nature, potential travel and subsistence costs,...).
- Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Individual prices must be **fixed** amounts and will be firm for the first year of the framework contract. Thereafter, annual price indexation will be allowed in line with the relevant sections of the draft framework contract.

- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union (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 Union is exempt from VAT;
- For the purpose of the evaluation of a tender and the subsequent framework contract, in the case of any error on the part of a tenderer, it is the individual unit prices submitted in the corresponding form under Annex 5 which will take precedence. Tenderers are encouraged to complete these forms with the utmost of care.
- The list of unit prices included in Annex 5 is not exhaustive and, in exceptional cases and to a limited extent, the Commission might ask the Contractor to provide an offer for similar or complementary services to those foreseen under I.2 and considered necessary for a particular event.
- Tenderers may indicate separately, using additional price list schedule, additional posts which they consider useful for supporting their tender. It should be noted however that these additional positions will not be included in the calculation of the financial assessment of the tender. The Commission also reserves the right to accept or refuse these additions when the contract is concluded.

IV. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid.

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

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

A multiple framework contract will be concluded with the three tenderers ranked best when the bids are evaluated and having obtained the minimum points required (see below).

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation²)

1. To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

² Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation³ for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.
2. The cases referred to in point IV.1.1. e) above shall be the following:
- a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

IV.1.2. Other cases of exclusion (Article 94 Financial Regulation)

Contracts will not be awarded to tenderers who, during the procurement procedure:

- a) **are subject to a conflict of interest;**

Tenderers must declare:

- that they do not have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

The Commission reserves the right to check the above information.

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

³ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

- c) find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1.1. above for this procurement procedure.

IV.1.3. Evidence to be provided by the tenderers

1. When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium or grouping) shall provide a declaration on their honor, duly signed and dated, stating that they are not in one of the situations mentioned above (cf. IV.1.1 and VI.1.2). For that purpose, they must complete and sign the form attached in Annex 4. Where the tenderer is a legal entity, they shall, whenever requested by the Commission, provide information on the ownership or on the management, control and power of representation of the legal entity.
2. The tenderer to whom the contract is to be awarded shall provide, within 15 calendar days after notification of the results of the procurement procedure and in any case before the signature of the contract, the following evidence, confirming the declaration referred to above:

The Commission shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point IV.1.1 (a), (b) or (e) above, 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.

The Commission accepts, as satisfactory evidence that the tenderer is not in the situation described in point IV.1.1 (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is issued in the country concerned, 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.

3. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 1 and 2 above shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.
4. When the subcontracted part is above 20% of the tenderer's financial offer, the subcontractor(s) must also provide the above-mentioned declaration on honour. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence referred to in paragraphs 2 and 3 above.
5. The Commission reserves the right to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by the Directorate(s)-General in charge of Energy and/or Transport and provided that the documents are not more than one year old starting from their

issuing date 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 in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Union budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules.⁴

IV.2. Selection criteria (selection of tenderers)

To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

IV.2.1. Economic and financial capacity – References required

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

- (1) Copy of the official balance sheets and profit/loss accounts for the last 3 years for which accounts have been closed showing the annual pre-tax profit. If for a valid reason, tenderers are unable to provide these documents, they must enclose a statement declaring their annual pre-tax profits for the relevant year(s). Consortia/partnerships must provide separate documents for each member. If the balance sheets show an average loss over the past 3 years, then tenderers (consortia/partnerships must provide a separate document for each member) must furnish additionally another document as proof of their financial and economic capacity, such as appropriate bank references or proof of professional risk insurance cover;
- (2) Statement of the overall annual turnover for the last 3 years for which accounts have been closed. Consortia must provide separate documents for each member, plus a document showing consolidated figures. The average annual turnover for the 3 year period must amount to a minimum of **EUR 250 000**.

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.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for

⁴ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, last amended by Commission Regulation (EC, Euratom) n° 478/2007 of 23 April 2007, OJ L 111 of 28 April 2007, p.1.

performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

IV.2.2. Technical and professional capacity – References required

The tenderer must be able:

- to demonstrate a previous experience in carry out the requested services of at last three years in the field covered by the framework contract (provision of meeting rooms, catering, interpretation services and management of related equipment)
- to offer min 3 meeting rooms of different sizes: 1 meeting room for up to 40 persons, 1 meeting room for up to 80 persons and 1 meeting room for +- 120 persons, all rooms with the capacity to also include translation booths if needed.
- to organise a team of interpreters capable of covering at least the following six official languages of the European Union (from and into): English, French, German, Italian, Spanish and Polish. Interpreters are to be accredited by the UE or be members of AIIC.
- to demonstrate that he has the technical resources (audiovisual, IT, interpretation booths,..) to carry out the services.

The following documentary proof must be submitted to justify the conformity with these selection criteria:

- List of the main clients (minimum 4 – maximum 15) and main services provided during the last three years, indicating the budgets and the dates. A contact person for each client should also be communicated. The list of references must cover the provision of meeting rooms, catering, interpretation services and management of related equipment.
- The description of the resources of the tenderer (workforce, premises and technical equipment) which show his ability to carry out all the services required and the control of the quality of their delivery.

In the case of tenders from consortia, the selection criteria apply to the aggregate of the different partners.

However, if several service providers/subcontractors are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them.

It is necessary to identify clearly the lead contractor, who will be responsible for signing the framework contract, and to provide with the tender written confirmation from each member of the consortium that they would be ready and willing to participate in the work, and briefly describing their role.

In case sub-contracting is intended for the provision of the meeting rooms, a letter of intent from the subcontractor(s) giving an unambiguous undertaking to collaborate with the tenderers if they win the contract and the extent of the resources that they will put at the tenderers disposal for the performance of the contract.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for

performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

IV.3. Award criteria (Award of the tender)

The framework contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender (best value for money having regard to the quality of the services offered and the prices tendered).

IV.3.1. Evaluation of quality

A maximum of 100 points will be awarded for the quality of the tender. The following criteria will be used for the assessment of quality based on the submitted technical offer:

Quality Criteria	Maximum points
Number and suitability of the meeting rooms in terms of the size, quality of light, newness/design of common areas and meeting rooms, possible seating arrangements	25 points
Suitability of the restaurant space to be used for lunches/cocktail, the organisation of the catering service and the variety/quality of food proposed; organisation of refreshments breaks	20 points
Quality of the team of interpreters (specific experience with transport and energy terminology), number of languages covered beyond the minimum, quality of maximising the number of language pairs with direct interpreting and not having to pass through a third language	20 points
Quality of procedures and staffing for the management of the contract and provision of technical assistance and interpreters	15 points
Ease of access by public transport to the venue	10 points
Technical specifications of equipment proposed, based on one example of the following: beamer, sound systems and interpretation booth.	10 points

The written dossier submitted must include all information and documents that will allow the evaluation committee to evaluate the rooms and services proposed as above. This could include:

- room plans
- brochures, internet links
- photographs of the rooms
- photographs or other details of the equipment proposed
- maps indicating access by public transport, estimated travelling time from the venue to one of the main Brussels railway station.

- details of the proposed refreshments, suggested lunch and cocktail menus, details of restaurant facilities.
- detailed descriptions of quality assurance procedures
- details of staff provided to assure technical assistance.
- Cvs

Only bids that have reached a total score of a minimum of 70% and minimum 60% for each criterion will be taken into account further evaluation;

IV.3.2. Financial evaluation

The financial value of the tender will be calculated as the total sum of unit prices in the price schedule (Annex 5).

IV.3.3. Award

The framework contract will be awarded to the tender which obtains the highest total points and which therefore is economically the most advantageous based on the award criteria set out under 3.1 and 3.2 above. The total points awarded to each tender will be as follows:

Score for tender x =

$$\frac{\text{price of lowest tender}}{\text{price of tender } x} \text{ multiplied by } 0.4$$

+

$$\frac{\text{total quality score for award criteria for tender } x}{100} \text{ multiplied by } 0.6$$

IV.4. Information of 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.

Upon written request, the Commission will inform the rejected tenderers of the reasons for their rejection and the tenderers having submitted 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.

V. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)

5. Price schedule
6. Draft Service Framework Contract

All the annexes with the exception of the draft service framework contract should be completed and submitted with the tender.

ANNEX 1

IDENTIFICATION OF THE TENDERER

(Each service provider , including subcontractor(s) or any member of a consortium or grouping, must complete and sign this identification form)

Call for tender SRD MOVE/ENER/SRD.1/2010-411

Identity

Name of the tenderer

Legal status of the tenderer

Date of registration

Country of registration

Registration number

VAT number

Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance)⁵

Address

Address of registered office of tenderer

Where appropriate, administrative address of tenderer for the purposes of this invitation to tender

Contact Person

Surname:

First name:

Title (e.g. Dr, Mr, Ms) :

Position (e.g. manager):

Telephone number:

Fax number:

E-mail address:

⁵ For natural persons

Legal Representatives

Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties

Declaration by an authorised representative of the organisation⁶

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

Surname:

Signature:

First name:

⁶ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

Financial identification form

(to be completed by the tenderer and his or her financial institution)

Complete the specific form which is available for each Member State at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

ANNEX 3

Legal entity form

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

http://ec.europa.eu/budget/execution/legal_entities_en.htm

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

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

ANNEX 4

DECLARATION BY THE TENDERER

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

1. In accordance with Article 93 of the Financial Regulation⁷, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
 - f) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.

2. In addition, the undersigned declares on his or her honour:
 - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform the Commission without delay of any change to this situation after the date of submission of the tender.
 - b) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

Done at on.....

Name

Title

Signature:

⁷ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

ANNEX 5
PRICE SCHEDULE

SRD MOVE/ENER/SRD.1/2010-411

The tenderer will fill in the table below for all the unit prices. Those will be binding for the contractor in line with the instructions on given under point III 2.3 "Financial proposal" of the present specifications.

The tenderer will duly sign and date the price schedule.

Items and assistance	Unit price
Furnished room with the following capacity : up to 40 persons (eg U Shape style) + space for 3 to 5 interpretation booths	...euros/room/day ...euros/ room ^{1/2} day
Furnished room with the following capacity : up to 80 persons (eg U Shape style or double U-Shape) + space for 3 to 5 interpretation booths	...euros/room/day ...euros/ room ^{1/2} day
Furnished room with the following capacity : +-120 persons (eg double U Shape or school style) + space for 3 to 5 interpretation booths	...euros/room/day ...euros/ room ^{1/2} day
Package per participant incl. writing pad, pen and name card, bottled water	...euros/person x 200 ⁸
Refreshment break (coffee, tea, water, juice)	...euros/break/person x 200 ⁹
Buffet sandwiches (including non-alcoholic drinks i.e soft/coffee/tea)	...euros/person x 100 ¹⁰
Two course lunch (starter and main course or main course and dessert, including non-alcoholic drinks i.e soft/coffee/tea)	...euros/person x 100 ¹¹
Cocktail reception (white/red wines, beer, non-alcoholic drinks, appetizers)	...euros/person x 100 ¹²
Internet access (cabled or wifi)	...euros/day
Photocopies	...euro/page
Flip charts + colored markers	...euros/day
Beamer (3200 lumen)	...euros/day
Screen standard size (+- 2 x 3 m)	...euros/day
Large size (+- 4x 6 m)	...euros/day
Lap top with standard office document management softwares and USB ports	...euros/day
Laser printer (including toner and paper)	...euros/day
- micro desk DYN	...euros/day
- micro table DCN	...euros/day
- portable micro for question	...euros/day

⁸ For the purpose of the evaluation of the financial offer only, the unit price shall be multiplied by 200.

⁹ For the purpose of the financial evaluation only, the unit price shall be multiplied by 200.

¹⁰ For the purpose of the financial evaluation only, the unit price shall be multiplied by 100.

¹¹ For the purpose of the financial evaluation only, the unit price shall be multiplied by 100.

¹² For the purpose of the financial evaluation only, the unit price shall be multiplied by 100.

- tie-mike	...euros/day
- receiver	...euros/day
- amplifier	...euros/day
- sound system/loadspeakers	...euros/day
- video player (DVD)	...euros/day
- video camera on tripod (tape/memory cards/hard disk)	...euros/day
- television (flat screen 42")	...euros/day
- speaker reading desk	...euros/day
- technician (on site assistance)	...euros/person/day
- recording of the event (choice of language , incl. CD-Rom)	...euros/person/half day
	...euros/hour
<i>Equipped interpretation booths (+ podium included if mobile booths)</i>	
- 240 x 160	...euros/day
- 320 x 160	...euros/day
Interpreters	...euros/person/day
	...euros/person/half day

Financial offer for the purpose of the financial evaluation = Total:

.....€

Company : _____

Date : _____

Signature : _____

ANNEX 6



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR MOBILITY AND TRANSPORT
DIRECTORATE-GENERAL FOR ENERGY

Shared Resource Directorate
The Director

Brussels,
SRD.1/D(2010)

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – [complete]

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Augusto Bonucci, Director of the Shared Resource Directorate for the Directorates-General for Energy and for Mobility and Transport,

of the one part,

and

[official name in full]

[official legal form (Delete if contractor is a natural person or a body governed by public law.)]

[statutory registration number Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent]

[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 SRD MOVE/ENER/SRD.1/411-2010 – OJ 2010/S70-104276 of 10/04/2010)
- Annex II** – Contractor's Tender (No [complete] of [complete])
- Annex III** – Forms related to the specific requests for services

which form an integral part of this contract (hereinafter referred to as “the Contract” or “the framework 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 specific contracts (Annex III), the latter taking precedence over 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.8 should he dispute any such instruction.

PREAMBLE

On 10/04/2010, the Commission, acting on its own behalf and on behalf of the AECI hereafter collectively referred to as “the Commission” published in the Official Journal of the European Union, a call for tenders under reference No 2010/S70-104276 for provision of meeting rooms and related services in Brussels.

The present framework contract is applicable to the following EU institutions:

[complete]. [All the participating institutions listed in the first paragraph may join the framework contract at any time by way of an Amendment or by notification to the contractor.]

[The Commission signs the present framework contract and its amendments on its behalf and on behalf of other EU institutions].

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Framework contract is the provision of meeting rooms and related services in Brussels. It will include the provision of equipped meeting rooms and "on demand" the organisation of catering for participants, the provision of simultaneous/consecutive interpretation from various languages and the provision of translation booths with related equipment and sound system.
- I.1.2** Signature of the Framework contract imposes no obligation on the Commission to purchase. Only implementation of the Framework contract through specific contracts is binding on the Commission.
- I.1.3** Once implementation of the Framework contract has been asked or has commenced, the Contractor shall reply and provide the services in accordance with all terms and conditions of the Framework contract.
- I.1.4** The Framework contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission. The Contractor is selected as the [first, second, third] contractor for a multiple framework contract.
[One, two, three] Contractors have been selected in the following order as decided when the contract was awarded.
- 1) (name and address)
 - 2) (name and address)
 - 3) (name and address)

ARTICLE I.2 - DURATION

- I.2.1** The Framework contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Framework contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the specific contract enters into force.
- I.2.3** The Framework contract is concluded for a period of **12 months** with effect from the date on which it enters into force. This contractual period and all other periods specified in the Framework contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The specific contracts shall be returned signed before the Contract to which they refer expires.
The Framework contract shall continue to apply to such specific contract after its expiry, but no later than 6 months after this date.
- I.2.5** The Framework contract shall be renewed automatically up to 3 times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other three months before the expiry of the Framework contract. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – PRICES

I.3.1 The prices of the services shall be [as listed in Annex II].

I.3.2 Prices shall be expressed in EUR.

I.3.3 Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Framework contract.

From the beginning of the second year of duration of the Framework contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Commission shall purchase on the basis of the prices in force on the date on which orders are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index MUICP published for the first time by Publication Office of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

ARTICLE I.4 – IMPLEMENTATION OF THE FRAMEWORK CONTRACT

I.4.1 Within the number of working days specified in the request for services sent by the Commission to the Contractor, the Commission shall receive an estimate of the resources to be allocated for its execution, with particulars in support. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Commission shall be entitled to send a request to the next contractor on the list. In the event of failure to observe this deadline or disagreement on the allocation of resources, the Contractor shall be considered unavailable.

Within 10 working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated. In the event of failure to observe this deadline, the Contractor shall be considered unavailable.

ARTICLE I.5 – PAYMENT PERIODS

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 specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1 Pre-financing: [option applicable when the contract value is equal or above 25.000€]

Within 30 days of the date on which the Contractor returns the specific contract and the relevant invoice, indicating the reference number of the Contract and of the specific contract to which it refers,

a pre-financing payment of 30% of the total value of the order or specific contract shall be made.]

I.5. 2 Payment of the balance:

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

- the relevant invoices, indicating the reference number of the Framework contract and of the specific contract to which they refer.

Within 30 days of the date of receipt of the relevant invoice of the balance corresponding to complete [70% or 100%] of the total amount referred to in the specific contract shall be made.

[For Contractors established in Belgium, the orders shall include the following provision: “En Belgique, l’utilisation de ce bon de commande vaut présentation d’une demande d’exemption de la TVA n° 450” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]

ARTICLE I.6 – 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]

[IBAN¹³ code: [complete]]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to

¹³ BIC or SWIFT code for countries with no IBAN code.

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 addresses¹⁴:

Commission:

European Commission
Shared Resource Directorate MOVE/ENER, SRD 1
to the attention of NETO Maria De Lurdes Mora
1049 Brussels

Contractor:

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

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

I.8.2 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.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution 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 the entity acting as data controller without prejudice to possible transmission to internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union. 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 the entity acting as data controller. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – 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 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

¹⁴ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

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.

ARTICLE I.10a – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

In case this Contract was signed by both the Commission and the Contractor before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

ARTICLE I.11 – OTHER SPECIAL CONDITIONS

I.11.1. Termination by the Commission:

By derogation to article II.15.1. (i), the Commission may terminate the Contract or a specific contract where execution of the tasks under a specific contract has not taken place at the date foreseen due to contractor's default.

I.11.2. Legal autonomy of specific contract

In the event of the Contractor having a complaint against an Institution, in relation to the conclusion, execution or termination of orders or specific contracts, the Contractor remains bound to his obligations under the Framework contract and orders/specific contracts concluded with the other Institution. Without prejudice to Article I.8 of the Special Conditions, the Contractor expressly renounces hereby to compensate or suspend the execution of orders or specific contracts related to the other Institution.

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 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, 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 and of the order or specific 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 each order or specific contract, 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 and of the order or specific 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.5 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.5 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 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 In the event of failure to pay by the deadline specified in the request for reimbursement, 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 Union 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 that 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 Union 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.

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 Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II. 9 – CONFIDENTIALITY

- 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.9 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 Union. 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 Union.
- 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, a pending order or a specific 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 Union's 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 under a pending order or a specific contract has not actually commenced within fifteen days¹⁵ 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.

¹⁵ This period can be modified in the Special Conditions depending on the nature of the contract.

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 or a pending order or specific 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 execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable 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 or 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 of the relevant purchase 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 Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- 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 of the last implementation.

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. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

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 Contract, pending orders or specific contracts 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, of the orders or specific contracts, or of part thereof.

SIGNATURES

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

For the Commission,
Augusto Bonucci, Director

signature[s]: _____

signature: _____

Done at [Brussels], [date]

Done at Brussels,

In duplicate in English.

ANNEX I
TENDER SPECIFICATIONS

ANNEX II
CONTRACTOR'S TENDER

ANNEX III

FORMS RELATED TO SPECIFIC REQUESTS FOR SERVICES

III.1. Model of request for services



EUROPEAN COMMISSION
 [DIRECTORATE-GENERAL FOR MOBILITY AND TRANSPORT
 DIRECTORATE-GENERAL FOR ENERGY]
 Or AECI

Directorate **xxxx**
Unit xxx

Brussels, [date of notification]
 Ref...

[Name and address of contractor]

REQUEST FOR SERVICES [REF.]

Under the Framework Contract No SRD MOVE/ENER/SRD.1/411-2010 signed on [complete]
 between ... and

Further to the above-mentioned Contract concluded between the Commission and your firm, we request a proposal for the services described below.

1. Requested services	
2. Requestor (Name and title)	
3. Draft tender specifications	See attached Draft tender specifications
4. Date and duration of the meeting	
5. Address of requestor where to send the proposal in return (full address)	[European Commission Directorate-General for xxxx [Unit and administrative address] B-1049 Brussels, Belgium]
6. Signature of requestor	
7. Date of signature	

We thank you in advance for responding rapidly to this request by submitting at your earliest convenience a proposal (estimate) in accordance with the provisions of the Contract, within [xx] working days of the date of notification of this request for services.

Please ensure that your estimate is drawn up in accordance with the provisions and rates applicable under the Framework Contract and that it includes your personal suggestions concerning the material or professional qualification required (including the counterproposals and proposals/alternative suggestions you deem appropriate).

Annex:

- Proposed Draft Tender Specifications

III.2. Model of specific contract

SPECIFIC CONTRACT No [complete]¹⁶
implementing Framework Contract No **MOVE/ENER/SRD.1/2010-411**

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission")¹⁷, which is represented for the purposes of the signature of this contract by [forename, surname, function, department],

of the one part,

and

[official name in full]
[official legal form]¹⁸
[statutory registration number]¹⁹
[official address in full]
[VAT registration number]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [forename, surname and function,]

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No [complete] signed by the Commission and the Contractor on [complete date] [and renewed on complete date].

III.1.2 The subject of this specific contract is [short description of subject].

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex thereto, which form an integral part thereof, to perform the following tasks [:] [specified in Annex [complete].]

ARTICLE III.2: DURATION

III.2.1 This specific contract shall enter into force on the date on which it is signed by the last contracting party.

III.2.2 The duration of the tasks shall not exceed [days/months]. Execution of the tasks shall start from the date of entry into force of this specific contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

¹⁶ Options [*in italics*] to be deleted where not applicable.
Options [in roman] to be completed.

¹⁷ To be replaced by EACI as appropriate for specific contracts signed with the Agency.

¹⁸ Delete if contractor is a natural person or a body governed by public law.

¹⁹ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

ARTICLE III.3: PRICE

III.3.1 The total amount to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price, no reimbursable costs are foreseen.

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

ARTICLE III.4: COMMUNICATION

III.4.1. All information and requests, including payment requests, related to the present specific contract shall bear the reference of both the specific contract and the framework contract and be sent to the following address²⁰:

General communications

[European Commission
Directorate-General for xxxx
[Unit [complete]]
1049 Brussels]

Payment requests

[European Commission
Directorate-General for xxxx
[Unit [complete]]
1049 Brussels]

ARTICLE III.5: ANNEXE[S]

Annex A - Resources allocated²¹

SIGNATURES

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

For the [Commission/EACI],
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

²⁰ To be replaced by EACI as appropriate for specific contracts signed with the Agency.

²¹ Only if it has not been possible to include the resources allocated in the body of the specific contract.