



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR ENERGY AND TRANSPORT  
DIRECTORATE R -  
**The Director**

Brussels,  
TREN/ D(2008)

## **INVITATION TO TENDER NO. TREN/350-2008**

(open procedure)

Dear Sir/Madam,

1. The European Commission is launching an invitation to tender for multiple framework services contracts for the provision to the Commission of services of legal, economic and technical assistance in the field of energy and transport policy.

This invitation to tender follows the publication of:

- the contract notice in OJEU S **2008/S 62-083192**

The contract is based on the system of a **Multiple Framework Contract with reopened competition**. Therefore, one Framework Contract will be concluded with each selected contractor, up to a maximum of five contractors per lot, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during their period of validity and govern commercial relations between the Commission and the contractors.

The framework contract with contractors with reopened competition is divided into 3 lots:

**Lot 1: "Legal assistance activities"**

**Lot 2: "Economic assistance activities"**

**Lot 3: "Technical assistance activities"**

Tenderers can submit a bid for one or more lots, but a separate bid should be submitted for each individual lot, specifying the number of the lot.

2. If you are interested in this contract, you must submit a tender in **triplicate** for each lot you are interest in, in one of the official languages of the European Union.

Tenders must be:

- (a) **either sent by registered mail or by private courier**

The tender must be sent by registered mail or by private courier, dispatched not later than 15/05/2008 [.] (the postmark or the receipt issued by the courier service serving as proof of the dispatch) to the following address:

**By registered mail**

European Commission  
Directorate-General Energy and Transport  
DM 28 - 0/110 - Archives  
B-1049 Brussels  
Belgium

**By private courier**

European Commission  
Directorate-General Energy and Transport - DM 28 - 0/110  
Avenue du Bourget, 1  
B-1049 Brussels (Evere)  
Belgium

**(b) or delivered by hand**

Tenders must be delivered by hand at the **Central Mail of the European Commission** by 15/05/2008 **not later than 4 p.m.** (Brussels time), at the following address:

European Commission  
Directorate-General Energy and Transport – DM 28 0/110  
Avenue du Bourget, 1  
B-1140 Brussels (Evere)  
Belgium

In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery. The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Commission holidays.

3. Tenders must be placed inside two sealed envelopes, one inside the other. **The inner envelope should be marked:**

|   |
|---|
| <p><b>Call for tenders No. TREN/350-2008</b><br/><b>Lot 1/ Lot 2/ Lot 3 (only one bid per lot)</b><br/><b><u>not to be opened by the internal mail department</u></b><br/><b>DM 28 0/110 – Archives</b></p> |
|---|

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

**The non-compliance with these formal conditions will entail the rejection of the bids at the opening session.**

4. Tenders will be opened at 10a.m. on [23/05./2008], at 28 Rue De Mot (Directorate-General Energy and Transport, mail department, ground floor, office 110 1040-Brussels).

This opening session will be public. Each tenderer may be represented by not more than one person. At the end of the opening session, the Chairman of the opening committee will

indicate the name of the tenderers and the decision concerning the admissibility of each offer received. The prices mentioned in the bids will not be communicated.

5. The specification, listing all the documents that must be produced in order to tender, including supporting evidence of economic, financial, technical and professional capacity and the draft contract are attached.
6. Tenders must be signed by the tenderer or his duly authorised representative and perfectly legible so that there can be no doubt as to words and figures.
7. Validity period of the tender: six months as from the final date for submission of tenders mentioned under point 2 above.
8. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the specification, in the draft contract and, where applicable, waiver of the tenderer's own general or specific terms and conditions. The terms and conditions are binding on the tenderer to whom the contract is awarded during the performance of the contract.
9. Contacts between the awarding authority and tenderers are prohibited throughout the procedure except in exceptional circumstances and under the following conditions only:

Before the closing date for submission of tenders

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

Requests for additional information must be sent in writing not later than six calendar days before the closing date for submission of tenders to the following address:

Mr/Ms Regina Hernandez Escriva  
European Commission  
DM 28 7/78  
B-1049 Brussels  
Belgium

Fax (+ 32 2) 29 68357  
e-mail:regina.hernandez-escriva@ec.europa.eu

- The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other material shortcoming in the text of the tender documents.

Further information will be sent simultaneously to all tenderers who have requested the specification in writing, where this is appropriate. Tenderers who have downloaded the documents from the Directorate-General Energy and transport website (DG TREN) are invited to consult this site regularly until the deadline for submission.

### After the opening of tenders

If a tender requires clarification, or if there is a need to correct material errors which have occurred in the drafting of the tender, the Commission may take the initiative and contact the tenderer(s). Such contact shall not lead to the conditions of the tender being altered in any way.

- 10.** This invitation to tender is in no way binding on the Commission. A commitment will come about only when a contract with the successful tenderer has been signed.

Until a contract is signed, the awarding authority may decide not to award a contract or to cancel the tendering procedure, without the candidates or tenderers being entitled to claim any compensation. Where appropriate, the decision will be substantiated and brought to the attention of the tenderers.

- 11.** Tenderers will be informed of whether their tenders have been accepted or rejected.

- 12.** The follow-up of your response to the invitation to tender will require the recording and further processing of personal data (i.e. name, address, CV, etc.). This data will be processed in accordance with the requirements of Regulation (CE) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Unless if otherwise stated, replies to questions and personal data requested are necessary for the purpose of assessing your tender (according to the specifications of the invitation to tender) and will only be processed within DG TREN as data controller, for this purpose. You may, upon request, have your personal data sent to you and rectify any inaccurate or incomplete particulars. Should you have any queries concerning the processing of your personal data, please address them to the entity acting as data controller within DG TREN. As regards the processing of your personal data, you have the right to bring the matter before the European Data Protection Supervisor at any time.

- 13.** You are informed that for the purposes of safeguarding the financial interest of the Communities, your personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation may be included in a central database and communicated to the designated persons of the Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the Commission.

### **14. Timetable**

|                               |                        |
|-------------------------------|------------------------|
| deadline for submission       | 15/052008              |
| opening of the bids           | 23/05/ 2008            |
| evaluation of bids            | June 2008 - indicative |
| notification to the tenderers | July 2008 - indicative |

signature of the Framework Contracts

august 2008 - indicative

Yours faithfully,

Augusto Bonucci  
Director

**TENDER SPECIFICATIONS**  
**ATTACHEMENT TO THE INVITATION TO TENDER**

**Invitation to tender No. TREN/350.2008 concerning**

**A FRAMEWORK CONTRACT RELATING TO LEGAL, ECONOMIC AND TECHNICAL  
ASSISTANCE WORK  
IN THE FIELDS OF ENERGY AND TRANSPORT**

**Open procedure**

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## I. SPECIFICATIONS

### I.1. INTRODUCTION

The European Commission is launching an invitation to tender for services, comprising three lots, with a view to concluding a multiple framework contract with reopen competition for each of the lots valid for a period of one year from the date of signature of the contract. The framework contract may be renewed for further three 1-year periods.

According to article 91 of the Financial Regulation<sup>1</sup> of the implementing rules, this framework contract can also be used by the Trans-European Network Executive Agency and the Executive Agency for Competitiveness and Innovation acting under the power delegated by the Commission of the European communities.

The tasks covered by this invitation to tender consist of legal, economic and technical assistance work (Lot 1, Lot 2 and Lot 3) for the Commission services in the field of energy and transport policy.

It should, as a general rule, be possible to provide the requested services in the 27 Member States, in the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), in the Candidate Countries (Croatia, Turkey) and any other country where energy/transport issues are likely to be of Community interest.

The contract is divided into three lots:

- Lot 1: Legal assistance
- Lot 2: Economic assistance
- Lot 3: Technical assistance

#### **Tenders can bid for the three lots by separate tenders.**

For the three lots a «**Multiple Framework Contract with reopened competitions**» will be concluded with a maximum of 5 of the best ranked tenders.

«Multiple Framework Contract with reopened competitions» means a situation whereby separate but identical framework contracts are concluded between the Contraction authority and the selected tenderers, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during their period of validity and govern commercial relations between the Commission and the contractors. The award procedure for the framework contract is described in chapter IV of these Tender Specifications.

Following the conclusion of the framework contracts, the Contraction authority may invite the selected contractors under a specific lot to submit a bid for a specific assignment. For each assignment a specific contract will be concluded, following the evaluation of the respective bids. More information about the **Specific Contracts** for carrying out an assignment can be found in chapter II.4 and the award procedure is described in chapter IV.4.

The duration of the Framework Contract is one year from the date on which the contract is signed. The contract may be renewed for further three 1-year periods.

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<sup>1</sup> Financial Regulation applicable to the general budget of the European Communities as last modified in may 2007



For the three lots, the communication language between the Commission and the awarded contractors is English.

## **I.2. PURPOSE OF THE CONTRACT**

The purpose of the multiple Framework Contract is to provide the contracting authority with highly qualified external expertise to ensure objectivity and high-level technical services to support the contracting authority in the design and preparation of Community policy initiatives and legislative proposals of Community policies and programmes.

The assistance services covered by the tender are divided into three lots in order to group the services requested into coherent batches corresponding to given professional sectors.

The required services are of intellectual nature in the areas of legal assistance (**lot 1**), economical assistance (**lot 2**).and technical assistance (**lot 3**) in the fields of **energy** and **transport**

The services required will involve a number of diversified tasks in the following areas:

1. **General affairs in the field of energy and transport** (internal market, public services and competition, security, environment and enlargement);
2. **Trans-European energy and transport networks** (sectoral economy, trans-European networks and technological development, project management, network optimisation, interoperability and intermodality, and satellite navigation systems);
3. **Conventional energies** (security of internal and external supply, gas, oil and coal, electricity and nuclear energy);
4. **New energy sources and demand management** (promotion of renewables, new and renewable energy sources, energy management, clean urban transport);
5. **Inland transport** (road transport and inland waterways, rail transport; public transport and combined transport, safety and security, technical standards and technology, intelligent transport systems);
6. **Air transport** (economic regulation and aviation agreements, Single European Sky, aviation safety and passenger protection, and airport policy and environmental protection);
7. **Maritime transports** (maritime policy and safety, short-sea shipping and ports).
8. **Security – Protection of persons, of the assets and the facilities** in the field of energy and transport.
9. **Freight Transport Logistics** (bottleneck analysis, sectoral requirements, benchmarking, socio-economic aspects, regulatory context)

Tenderers can submit a bid for one or more lots, but a separate bid should be submitted for each individual lot, specifying the number of the lot.

Below, you will find a description of the kind of assistance that can be sought for a specific assignment under each of the lots.

## **I.3. DESCRIPTION OF SERVICES**

The services to be provided under the three lots, are related to assistance to the contracting authority in the legal, economical and technical areas in the filed of transport and energy.

### *1.3.1. Legal assistance activities in the field of energy and transport*

The assistance required by the Contracting authority may take the following forms:

- analysis and studies concerning the completion and smooth operation of the internal market in energy and transport, including aspects relating to public services, competition, sectoral regulation and State aid;
- analysis of the conformity of the Member States national legislation with Community rules (including the possibility to request translations of the national legislation), and of any other legislative, regulatory or administrative provisions likely to have a direct impact on the incorporation into national law and the application of Community rules on energy and transport;
- analysis of specific cases in order to check their compatibility with the rules of Community law;
- studies of general questions likely to be raised in the context of the formulation of Community legislative initiatives, the application of directives with a view to their adaptation, and an examination of the relevant aspects of national, Community and international law;
- studies and analyses of the legal or *de facto* national, international or Community situation relating to a particular sector of energy, transport or companies, and covering questions relating to market liberalisation with regard to the freedom of establishment of companies and freedom to provide services;
- assessment and preparation of rules applicable to the energy and transport sectors relating to security, safety, interoperability and environmental protection;
- analyses and studies of the legal aspects of protecting and promoting investment in the oil and gas producing countries, and in the transit countries, and in particular, questions relating to legal certainty, dispute-settlement procedures, guarantee and risk-coverage mechanisms, and the European Energy Charter
- assistance in the examination of certain legal dossiers relating to energy and transport; analyses and studies of the relationship between Community legislative initiatives and the particular international legal system governing international aviation and other transport modes.
- analyses and studies concerning regulatory simplification as well as simplification of transport documentation in the area of freight transport logistics.

### *1.3.2. Economic assistance in the field of energy and transport*

The services required may take the following forms:

- economic analysis of the energy and transport markets, including questions relating to market access, market monitoring, market integration and organisation and logistics, and analysis of relevant statistics or geographical data;
- research, analysis and recommendations concerning the operability of the internal market, the effects of applying competition law, public services and State aid;

- analysis, assessment and monitoring of the economic and financial situation of companies and organisations active in the energy and transport sectors, and the progress of related projects and activities, including questions concerning infrastructure funding;
- analysis, assessment and monitoring of appropriations granted by Community Funds, auditing of public and private sector enterprises;
- studies and analyses, including the social and fiscal aspects, relating to a specific energy/transport sector, comprising questions relating to market liberalisation with regard to the freedom of establishment of companies and the freedom to provide services;
- economic/statistical analyses and market studies relating to energy and transport networks and infrastructures in general and specific projects such as feasibility studies, financial assessment of investments, cost-benefit analysis, congestion management, and infrastructure charging and taxation schemes.
- development of systems for forecasting socio-economic developments in the energy and transport sectors, energy and transport systems modelling, aid for the formulation of policy strategies, identification of priorities and subjects requiring harmonisation;
- assistance concerning the liberalisation of the energy market and related questions: elaboration of economic parameters such as the use of natural gas and charging, and liberalisation indicators;
- design of projects relating to the security of energy supply and related questions, management of the demand for conventional energy sources, development and funding of the various renewable energy sectors; study of the geopolitical aspects of the international trade in and transport of energy;
- gathering/analysis of statistics and forecasts concerning the utilisation of commercial data and data relating to energy and transport supply and demand;
- assessment of economic and other measures for the integration of environmental objectives into energy and transport policy;
- analysis of data submitted by Member States and reports based on such data as is often required by Community legislation;
- collection and processing of aviation data with a view to conducting economic/statistical studies, analyses and forecasts to support development of Community policy;
- economic analysis on policies and actions – including lack of these – in the field of energy and transport security;

Analysis of the cost and benefits resulting from proposed regulatory measures in the domain of energy/transport.

- Examination, evaluation and analysis of feasibility studies and/or economic and financial analyses related to transport infrastructure
- Data collection and analysis in relation to transport infrastructure development
- Analyses of socio-economic and sectoral dimensions of freight transport logistics

### *1.3.3. Technical assistance activities in the field of energy and transport*

The services may take the following forms:

- technical assistance with the implementation of measures aimed at improving the operation of the internal market in energy and transport;
- technical assistance with the progressing of studies under way, investment and infrastructure projects carried out in the context of the energy and transport “TENS” (infrastructure plans and congestion indicators) including technical assistance for market monitoring activities and studies;
- technical assistance with the management of contracts relating to energy and transport under the Framework Programmes for Research and Technological Development (including demonstration);
- technical assistance with the implementation of the “Energy Framework Programme” and the clustering and progressing of projects and other types of measures, including the Local and Regional Energy Management Agencies;
- assistance with the technical progressing of contracts under the specific programme for “Non-nuclear Energy”;
- assistance with regard to environmental, safety and standardisation questions relating to energy demand management and efficiency technologies, and the application and market penetration of such technologies;
- technical assistance with regard to transport, and in particular, inland transport, aviation, maritime transport , intelligent transport systems and satellite navigation systems, and concerning conventional energies and new energies;
- Technical assistance regarding cost/benefit studies and analyses for standardisation of equipment;
- Technical assistance on measures in the field of energy and transport security and safety.technical assistance in the area of freight transport logistics, including assistance in the management of the bottleneck notification scheme and other activities emanating from the Logistics Action Plan.
- Technical assistance in the analysis and evaluation of project reports and proposals, including technical, environmental and socioeconomic aspects
- Technical assistance in the formulation of the technical annexes of funding decisions
- Technical assistance in the financial engineering of projects (this may as well be under lot 2)
- Technical assistance for the preparation of guidelines for applicants
- Technical assistance for the management and administration of the submissions and the evaluation of proposals
- **Technical assistance in the monitoring, mid-term review and/or evaluation of projects.**
- **Technical controls and/or audits**

## **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 5). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Contracting authority 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 Contracting authority reserves the right to contract services described in this call for tenders outside this framework contract.

### **II.1. ESTIMATE OF THE AMOUNT OF WORK INVOLVED**

For lot 1 the indicative maximum amount is EUR2.000.000 (up to 4 years). Specific Contracts will not be signed once the budget is exhausted.

For lot 2 the indicative maximum amount is EUR 5.000.0000 (up to 4 years). Specific Contracts will not be signed once the budget is exhausted.

For lot 3 the indicative maximum amount is EUR 5.000.0000 (up to 4 years). Specific Contracts will not be signed once the budget is exhausted.

All reimbursable expenses, such as travel and daily allowances are included in this maximum amount.

### **II.2. DURATION OF THE CONTRACT**

Each framework contract will be concluded for a period of one year from when it is signed, and may be renewed for further three one-year periods, by tacit agreement. The total duration of a framework contract will not exceed 4 years from when it is first signed.

### **II.3. 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.

## **II.4. SPECIFIC CONTRACTS UNDER THIS FRAMEWORK CONTRACT**

Each time the Contracting authority will ask legal, economical or technical assistance an invitation to submit an offer will be sent to all contractors for the specific lot (legal, economical or technical) .

All contractors under the lot concerned will be invited to submit an offer for the services described in the invitation.

Within 5 working days, the contractors shall express in writing, by post or e-mail, their availability to carry out the services required.

Within 15 working days after the date of sending the request for services, the contractors will provide the Contracting authority with a written offer for the tasks required.

This offer shall detail the methodology, the deliveries, the composition of the team, the duration of work and the total price on the basis of the «person-day» price as agreed in the Framework Contract.

The offers received will be evaluated according to the Commission's standard procedures for calls for tender and the bidders will be ranked on the basis of the best ratio quality/price (see point IV.4). A specific contract will be then signed with the best ranked bidder.

For each specific contract the contractor and if applicable, the members of the group or association carrying out the task under the specific contract, will have to sign a conflict of interest declaration stating that he/she has no direct or indirect link with the work subject of the task.

The contractors shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract (see Annex 5: Article II.3.1. of the draft contract). They must declare in the offer their contractual relations during the last five years with any stakeholders and/or companies directly involved in the programmes, projects and legislative activities, conducted or subcontracted by the Directorate-General Energy and Transport to be evaluated under this Framework Contract. During the validity period of this Framework Contract, tenderers must declare any changes in their situation regarding the contractual relations referred to in this paragraph.

Tenderers undertake to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the assignments and they shall continue to be bound by this undertaking after completion of the tasks (see annex 5: Article II.9.1).

The attention of the tenderers is drawn to Article II.15 of the draft contract: “Termination of the contract by the Commission” (see annex 5): in particular in case of failure by the Contractor to fulfil his/her obligations the Commission may terminate the contract at any time by registered letter without formal notice or payment of any compensation.

The award of the specific contract will be conditioned by the availability of sufficient funds.

### *II.4.1. Reports and documents to be submitted*

For Specific Contracts under this Framework Contract the specific determine the number and type of reports to produce. Contractors can expect the following reports and timing:

- 1) an inception report ;
- 2) a progress report produced and disclosed at least every two months (different timing or type of report might be agreed in the Specific Contracts,);

- 3) a draft final report one month before the contractual end of the task (different timing or type of report might be agreed in the Specific Contracts);
- 4) a final report in accordance with the format established by Commission rules.

All the agreed reports should be delivered in an electronic version (floppy disk, CD-ROM or sent by e-mail), in MS Word format or Excel format (if figures). Additionally, the final report shall be delivered in hard copy version. The number of hard copies of the final report to be delivered will be defined in the Specific Contract. It shall not exceed 10. Each Specific Contract may establish other reports to be delivered. The reports are addressed to policy-makers as an aid to decision-making. They have to be drafted in a proper literate manner and must be fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.), using simple and non-technical language for a non-specialised audience. Technical explanations shall be given in annexes.

#### **Schedule for feedback concerning the draft final report:**

The draft final report shall be sent to the Commission by the date fixed in the Specific Contract. The Commission should be informed of any delay in meeting this deadline. The Commission will have four weeks to make comments and to suggest any amendments to the draft final report.

On receipt of the Commission's comments, the Contractor will revise the draft final report and the amended version will be sent to the Commission within two weeks.

The copyright of the services undertaken under this multiple Framework Contract will reside with the Commission (see annex 5: Article II.8).

The Commission services decide on the dissemination of findings and conclusions and its related materials produced under this Framework Contract. For these purposes, the tenderer must ensure that there are no restrictions based on confidentiality and/or intellectual property rights expected from a third party.

The Commission may decide to publish the final reports.

## **II.5. SUBCONTRACTING**

In well justified cases and subject to the approval by the Commission, a contractor may subcontract parts of the services.

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

Contractors must ensure that Article II.17 of the draft framework contract (annex 5) can be applied to subcontractors. Once the contract has been signed, Article II.13 (annex 5) of the above-mentioned contract shall govern the subcontracting.

## **II.6. TERMS OF PAYMENT**

Payments shall be made in accordance with the provisions specified in the draft framework contract (annex 5) and in the draft specific contract, attached to this invitation to tender.

- For Specific Contracts **less than €25 000:**  
payments will be made after performance of the work and acceptance thereof by the Commission 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 and approval of the final report by the Commission within 30 days of receipt of the request for payment.

## **II.7. FINANCIAL GUARANTEES**

### **Guarantee on pre-financing**

For any pre-financing higher than 100,000 EUR, a financial guarantee equivalent to the amount of the pre-financing will be requested.

Depending on the financial situation of the tenderer, the Commission may ask for the financial guarantee for amounts lower than 100,000 EUR.

## **II.8. PENALTIES**

In the event of failure to provide the services within the deadline set in the Specific Contract Or if not provided in due form, penalties will be applied as stipulated in the draft framework contract, Article I.11.2 (annex 5).

## **II.9. SUSPENSION OF SERVICES**

If a Contractor completes work more than ten working days later than stipulated in the Specific Contract or is found to have executed an order inadequately, the Commission may automatically suspend, by registered letter, the award of any further work to the Contractor in question for a period of three months (annex 5: Article I.11.3).



### III. FORM AND CONTENT OF THE TENDER

#### III.1. GENERAL

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

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

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

Tenderers must state their commitment to use economic models used by the Commission where feasible and appropriate.

Tenders must be signed by a duly authorised person.

**Tenderers can bid for the tree lots by separate tenders.**

#### 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 (see 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 the above-mentioned documents. However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.

- Financial identification (see 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](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 (see 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](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.

### *III.2.2. Section Two: Technical proposal*

This section is of high importance in the assessment of the bids in the award procedure for the Framework Contract.

- The award criteria as set out in chapter IV.3 define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to address problems raised in the specifications.
- Tenderers must present in their bids a proposal on the general methodology and the organisation of the work they will apply to the possible tasks under the Specific Contracts. The level of detail of the tender will be important for the evaluation of the tender.
- In particular, tenderers must prove in the technical proposal that they have adequate analytical capability and legal, economical and technical experience.
- The technical proposal must provide all information needed for the purpose of awarding the contract.

### *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 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.
- Prices must be fixed amounts.
- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965

(OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Community is exempt from VAT.

- Tenderers shall specify **one single price per person-day** whatever the type of service and qualification is requested. The price per person-day shall be valid for any services offered under a specific contract. This price must be a flat rate and include all administrative costs, **with the exception of travel expenses which will be reimbursed, where appropriate, in accordance with the special provisions of Annex III.**
- **Prices per person-day** shall be fixed and not subject to revision during the whole duration of the Framework Contract and any extension.

#### *III.2.4. Validity of bids*

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

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

#### *III.2.5. Opening of bids*

Bids will be opened in public on 21/05/2008 at 10 a.m., in the mail/archives service, 28 Rue De Mot (ground floor, meeting room 00/31), 1040-Brussels.

One representative of each tenderer may attend the official opening.

#### **IV. ASSESSMENT AND AWARD PROCEDURE FOR THE FRAMEWORK CONTRACT AND THE SPECIFIC CONTRACTS**

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

#### **IV.1. EXCLUSION CRITERIA (EXCLUSION OF TENDERERS) FOR THE FRAMEWORK CONTRACT**

##### *IV.1.1. Exclusion criteria (Article 93 Financial Regulation)*

- 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 Communities' financial interests;

- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation<sup>2</sup> for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Community budget.
2. 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.

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<sup>2</sup> 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. 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 honour, 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 of 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 contract value, 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.

The Commission reserves the right, however, to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

**Bids submitted by tenderers which do not contain such documents will not be taken into consideration for the evaluation.**

### **Remark:**

The bidders 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 Directorate-General Energy and 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 Community 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.<sup>3</sup>

## **IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS) FOR THE FRAMEWORK CONTRACT**

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: the balance sheets or extracts from balance sheets for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender.

#### *IV.2.2. Technical and professional capacity – References required*

The applicant must provide evidence of employing directly or being readily capable of constituting a team of experts capable of carrying out in a professional and timely manner the tasks requested under the Framework Contract.

The Tenderers' technical competence will be determined as follows:

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<sup>3</sup> 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.

In view of the specific nature of the contract, bids must take into account the fact that, as a general rule, the services requested are likely to take place in the 27 Member States, in the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), in the EU Candidate Countries (Croatia, Former Yugoslav Republic of Macedonia, Turkey) and in any other country where energy/transport issues are likely to be of Community interest.

Tenderers must therefore demonstrate their ability to mobilise, at any time, a team which can cover all official languages of the European Union. They must also demonstrate their ability to manage and coordinate this team.

The team must have the following qualifications:

- for Lot 1: a university degree in law and 7 years' professional experience in Community law relating to transport and energy or any related issue;
- for Lot 2: a university degree in economics and 7 years' professional experience in economic or statistical analysis.
- for Lot 3: a university science or technology degree and 7 years' professional experience in the fields of transport and energy or any related issue.

For the three lots the team must also have:

- a well balanced composition of relevant legal, economic and technical education (university, post-graduate level);
- well proven professional experience in Community policies relating to transport and energy, research, infrastructures, environment, sustainable development and social aspects;
- excellent communication and drafting skills in English;
- well proven professional track-record in providing results in paper and electronic format to the highest standards of industry/research.

Tenderers should provide with their offer a report of the average annual manpower in the last three years and the number of staff at senior and junior level, broken down by managerial level, data handling, surveying, research, economic, legal and statistical analyst staff; as well as detailed curriculum vitae of each team member proposed for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

To assess the professional expertise it is requested to provide a list of the principal services provided in the past three years and relevant to this tender, together with a statement of the price of the service, the period of work and whether the service was rendered to public or private clients (name of client to be indicated).

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.

The CV's shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.



### IV.3. EVALUATION OF TENDERS – AWARD CRITERIA FOR THE FRAMEWORK CONTRACT

The Framework Contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender (quality/price ratio).

- a) The technical evaluation, weighted **100 points**, will be distributed between three sub-criteria as follows:
1. Understanding of the objectives of the tender: **20 points**. The tenderers must prove that they understand the objectives of the tender and of the issues involved, with special focus on the specificities of the fields concerned i.e. transport and energy and on the functioning of a framework contract with reopened competition.
  2. Methodology of work:
    - i. Relevance and quality of the methodologies and multidisciplinary approaches that could be proposed for undertaking the different tasks defined in the Terms of reference. **25 points**
    - ii. Appropriateness and composition of the teams of experts made available for the different type of tasks defined in the terms of reference. Overall contract management and work organisation to deliver the work in time e.g. rapid response and timely availability of the specific expertise required for covering the different services to be implemented under the contract **25 points**
  3. Completeness, clarity and presentation of the tender: **30 points**.

Only bids that have reached a total score of a minimum of **70%** and a minimum score of **60%** for each criterion will be taken into consideration for awarding the contract.

- b) Price: to be quoted in euros, in **person-day** (see paragraph *III.2.3*).

The bids which are eligible on technical ground will be ranked according to a quality/price ratio.

The Framework Contracts will be awarded to the best ranked offers.

The number of awarded tenderers shall not exceed five per lot.

If only one eligible bid is received for any of the three lots, the tender procedure may be cancelled for this lot.

**Framework Contracts will not be awarded** to tenderers who, during the procurement procedure are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

#### **IV.4. AWARD OF SPECIFIC CONTRACTS**

Once the Framework Contracts have been signed with the best ranked tenderers of each lot, the Commission, when the need arises, may send an invitation to submit offers for carrying out an individual assignment. The Commission will select a contractor for a specific assignment on the basis of the submitted offers.

Offers must contain:

- a. a technical part, detailing the methodology, the composition and skills of the team and the responsible team leader for the specific assignment;
- b. a financial part, detailing the number of person-day to be multiplied by the person-day price as defined in the Framework Contract, and the maximum budget for reimbursable expenses, which will be reimbursed on the basis of the provisions defined in annex 5 (Article II.7).

The Specific Contract will be awarded according to the criteria given below, on the basis of the most economically advantageous tender (quality/price ratio).

Only bids that have reached a total score of a minimum of **70%** and a minimum score of **60%** for each criterion will be taken into consideration for awarding the contract.

a) **Technical award criteria** in their order of importance as weighted by percentage

| N°                            | Award Criteria  | Weighting  |
|-------------------------------|---|------------|
| 1                             | <b>Understanding</b><br>This criterion serves to assess whether the tenderers have fully understood all the aspects of what is required for the specific contract, as presented in the request for services (terms of reference) .                  | 40         |
| 2                             | <b>Methodology</b><br>The criterion serves to assess the existence of the necessary methodology to achieve the tasks and objectives required by the terms of reference.   | 30         |
| 3                             | <b>Project management and resources</b><br>This criterion relates to the quality of project planning and organisation of the team to cope with and fulfil the obligations of the contract in the timing required for the completion of the project. | 20         |
| 4                             | <b>Completeness, clarity and presentation of the tender</b>   | 10         |
| <b>Total number of points</b> |   | <b>100</b> |

b) **Price:** Total price for fees (*number of days x person-day price fixed in the Framework Contract*). Reimbursable are excluded from the calculation of the ratio.

The Specific Contract will be awarded to the tender who offers the best quality/price ratio.

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

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

#### IV.5. INFORMATION FOR TENDERS

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

If a written request is received, the Commission will inform 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. CHANGES IN THE TEAM**

For the Specific Contracts, changes or additions to the team initially proposed must be notified to the Commission in writing. The Commission will have the right to object to any changes of members of the team from those initially proposed. In case that the original team is no longer available, the Commission will have the right to cancel the Specific Contract.

## **VI. ANNEXES**

Annex 1: Identification of the Tenderer

Annex 2: Financial Identification

Annex 3: Legal Entity Form

Annex 4: Declaration by the Tenderer (relating to the exclusion criteria)

Annex 5: Draft Framework Service Contract (with Annex I, II, III to the Framework Contract and Appendix I and II to the model of Specific Contract)

# 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 TREN xx/xx/xxxx

| 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) <sup>4</sup> |  |
| Address   |  |
| Address of registered office of tenderer  |  |
| Where appropriate, administrative address of tenderer for the purposes of this invitation to tender   |  |
| Contact Person  |  |
| Surname:<br>First name:<br>Title (e.g. Dr, Mr, Ms) :<br>Position (e.g. manager):<br>Telephone number:<br>Fax number:<br>E-mail address:   |  |

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<sup>4</sup> For natural persons

| <b>Legal Representatives</b>  |            |
|---|------------|
| <b>Names and function of legal representatives</b><br>and of other representatives of the tenderer who<br>are authorised to sign contracts with third<br>parties  |            |
| <b>Declaration by an authorised representative of the organisation<sup>5</sup></b><br><br>I, the undersigned, certify that the information given in this tender is correct and that the tender is<br>valid. |            |
| Surname:<br>First name:   | Signature: |

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<sup>5</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

## **ANNEX 2**

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

The tenderer's attention is drawn to the fact that this document is a model and that a specific form for each Member State is available at the following Internet address:

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

**FINANCIAL IDENTIFICATION**

| <u>ACCOUNT HOLDER</u> |                      |
|-----------------------|----------------------|
| NAME                  | <input type="text"/> |
| ADDRESS               | <input type="text"/> |
| TOWN/CITY             | <input type="text"/> |
| POSTCODE              | <input type="text"/> |
| COUNTRY               | <input type="text"/> |
| VAT NUMBER            | <input type="text"/> |
| CONTACT PERSON        | <input type="text"/> |
| TELEPHONE             | <input type="text"/> |
| FAX                   | <input type="text"/> |
| E - MAIL              | <input type="text"/> |

| <u>BANK</u>     |                      |
|-----------------|----------------------|
| BANK NAME       | <input type="text"/> |
| BRANCH ADDRESS  | <input type="text"/> |
| TOWN/CITY       | <input type="text"/> |
| POSTCODE        | <input type="text"/> |
| COUNTRY         | <input type="text"/> |
| ACCOUNT NUMBER  | <input type="text"/> |
| IBAN (optional) | <input type="text"/> |

REMARKS :

|   |
|---|
| <b>BANK STAMP + SIGNATURE of BANK REPRESENTATIVE</b><br>(Both Obligatory) |
|---|

|   |
|---|
| <b>DATE + SIGNATURE of ACCOUNT HOLDER :</b><br>(Obligatory) |
|---|



## **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](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 Regulation of the European Communities (Council Regulation 1605/2002 of 25.6.2002) published in Official Journal L 248 of 16 September 2002, 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 judgement 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 Communities' financial interests;
  - f) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation<sup>6</sup> for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Community budget.
2. In addition, the undersigned declares on his or her honour:
  - a) that on the date of submission of the tender, the 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:

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<sup>6</sup> 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



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR ENERGY AND TRANSPORT  
DIRECTORATE A - General Affairs  
**The Director**

### **DRAFT FRAMEWORK SERVICE CONTRACT**

CONTRACT NUMBER – [ ]

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Augusto BONUCCI, Director in the Directorate-General for Energy and Transport, Directorate R, Ressources

of the one part,

and

[official name in full]

*[official legal form*

*[statutory registration number*

[official address in full]

*[VAT registration number]*

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

of the other part,

## **HAVE AGREED**

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

**Annex I** – Tender Specifications (Invitation to Tender No [ ] of [ ]) and Monitoring

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

**Annex III** - Daily allowances

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

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

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

## **I – Special Conditions**

### **ARTICLE I.1 - SUBJECT**

- I.1.1.** The subject of the Contract is a **Multiple Framework Contract with reopened competitions for the provision to the Commission of services of legal, economic and technical assistance in the field of energy and transport policy**. It is in the form of a multiple Framework Contract with reopen competition, whereby separate but identical Framework Contracts are concluded between the Commission and a maximum of five service providers with a view to ask all the contractors to submit a bid for the specific assignments to be carried out when needed .
- 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 the Framework Contract has been signed, the Commission may invite the Contractors to participate to a tender, the awarded Contractor shall execute the tasks 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.

### **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.** This Framework Contract is concluded for a period of one year with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated..

The Specific Contracts shall be returned signed before the Framework Contract to which they refer expires.

The Framework Contract shall continue to apply to such Specific Contracts after its expiry, but the period of execution of the tasks may be extended only with the express written agreement of the parties before the tasks have been completed.

- I.2.4.** The Framework Contract may be renewed up to three times, each time for a period of 12 months, only before expiry of the Framework Contract, by tacit agreement. Renewal does not imply any modification or deferment of existing obligations.

### **ARTICLE I.3 –PRICES**

**I.3.1.** The price for the work, whatever its nature, must be calculated on the basis of a fee of **EUR XXX per person-day**.

The maximum total amount to be paid by the Commission under the framework Contract shall be EUR XXXX covering all tasks executed (including the expenditure set out in I.3.4).

**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 whole duration of the Framework Contract and any extension.

**I.3.4.** In addition to the total amount specified in each order or specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications, up to a maximum amount **determined in each specific contract**. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex IV. In addition, accommodation shall be reimbursed in accordance with Art.II.7.1 up to the maximum amounts specified in Annex IV.

#### **ARTICLE I.4 - IMPLEMENTATION OF THE FRAMEWORK CONTRACT**

**I.4.1** Once the Framework Contracts have been signed, the Commission, when the need arises, may send an invitation to submit offers for carrying out an impact assessment or evaluations.

Within 5 working days, the contractors shall express in written, by post or e-mail, their availability to carry out the services required.

Within 15 working days after the date of sending the request for services, the contractors will provide the Commission with a written offer for the tasks required

This offer shall detail the methodology, the deliveries, the composition of the team, the duration of work and the total price on the basis of the «person-day» price as agreed in the Framework Contract.

The Commission will select a contractor for a specific assignment on the basis of the submitted offers according to the procedures defined in annex I of the framework contract (IV.4 award of specific contracts).

#### **ARTICLE I.5 – PAYMENT PERIODS AND FORMALITIES**

Payments under the Framework Contract shall be made in accordance with Article II.4. The Contractor shall submit a separate invoice for each service.

Payments shall be executed only if the Contractor has fulfilled all his/her 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.

1. For total amounts **less than €25.000**: payments will be made after performance of the work and acceptance thereof by the Commission within 30 days of receipt of the request for payment. Payment shall be deemed to have been made on the day on which the Commission's account is debited.
2. For total amounts 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 Commission within 30 days of receipt of the request for payment. Payment shall be deemed to have been made on the day on which the Commission's account is debited.

#### **I.5.1. Pre-financing:**

- Within 30 days of the date on which the Contractor returns the signed Specific Contract and the relevant invoice, indicating the reference number of the Framework Contract and of the Specific Contract to which it refers, a pre-financing payment of 30% of the total value (excluding travel and subsistence costs) of the 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 final technical report in accordance with the instructions laid down in Annex I to the Specific Contracts
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoice(s), indicating the reference number of the Framework Contract and of the Specific Contract to which they refer.

provided the final report has been approved by the Commission.

The Commission shall have forty-five days from receipt to approve, to suspend such period and request additional information or to reject the report. The Contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date of receipt of the relevant invoice(s), of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices equal to 70% of the total amount referred to in the relevant Specific Contract and of the duly justified travel expenses and daily allowances shall be made.

*For Contractors established in Belgium, the Specific Contracts 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/her 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.*

*For Contractors established in Italy, the provisions of the Framework Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his/her invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.*

## **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]  
[IBAN code: [complete]]

## **ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS**

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

### Commission:

European Commission  
Directorate-General for Energy and Transport  
Directorate A- General Affairs  
Unit A2 – Economic Analysis, Impact Assessment, Evaluation and Climate Change  
B-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 Framework Contract and the Specific Contracts shall be governed Community 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 Framework Contract and the Specific Contracts which cannot be settled amicably shall be brought before the courts of Belgium.

## **ARTICLE I.9 – DATA PROTECTION**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the entity acting as data controller without prejudice to possible transmission to internal audit services, to the European 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 Community. 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 Framework Contract or the Specific Contracts by serving 2 months formal prior notice. Should the Commission terminate the Framework Contract or the Specific Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Specific Contract. On receipt of the letter terminating the Framework Contract or the Specific Contracts, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his/her commitments. He/she 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.11 – OTHER SPECIAL CONDITIONS**

### **I.11.1 PAYMENTS**

If the total price to be paid under a Specific Contract, including travel expenses to be reimbursed according to Article III.5 of the Specific Contract, amounts of less than €25.000, no pre-financing payment will be made.

### **I.11.2 PENALTIES**

In the event of failure to provide the services by the deadline set in the Specific Contracts or in due form, penalties will be applied as follows:

**1. In the event of late delivery:**

a penalty will be applied using the following mathematical formula:

*0,5% of the total value of the service X number of working days of delay.*

The ceiling for the total amount of the penalty in the event of late delivery is 20% of the amount of the Specific Contract.

**2. In the event of inadequate quality of work:**

In the event of rejection on grounds of the quality of the deliverables after presentation for the second time, the Commission may relieve the defaulting Contractor of his/her duties. In that event, the Contractor will be required to reimburse any amount which he/she received under the contract.

In addition, the Commission may choose the next best available bidder for that Specific Contract to redo all the work at the defaulting Contractor's full expense.

**3. All types of penalties, whether for inadequate quality of work or delays in implementation, will apply cumulatively but may not exceed one and a half times the value of the Specific Contract.**

These penalties will apply automatically without formal notice simply as a result of the delay or defective work.

**4. The financial penalties provided for Article II.15. shall be 10% when the beneficiary is declared to be in grave breach of his/her contractual obligations.**

This rate shall increase to 20% in the event of a repeated breach in the five years following the first.

### **I.11.3 SUSPENSION OF SERVICES**

If a Contractor completes work more than ten working days later than stipulated in the Specific Contract or is found to have executed a Specific Contract inadequately, the Commission may automatically suspend, by registered letter, the award of any further work to the Contractor in question for a period of three months.

## **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 staffs 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 executes 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.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

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

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

#### **II.4.2. Interim payment:**

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

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Framework 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, Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Framework 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.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

**II.5.3.** In the event of late payment the Contractor shall be entitled to claim interest, provided the calculated interest exceeds EUR 200. However, in the event of payment due before 1<sup>st</sup> January 2008, the Contractor may claim interest within two months of receiving the payment. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

## **ARTICLE II.6 – RECOVERY**

**II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in Euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

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

**II.6.3** 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 Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

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

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

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

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

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

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

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

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



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

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

## **ARTICLE II.9 – CONFIDENTIALITY**

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

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

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

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

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

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

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

## **ARTICLE II.11 – TAXATION**

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

## **ARTICLE II.12 – FORCE MAJEURE**

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

## **ARTICLE II.13 – SUBCONTRACTING**

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

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

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

#### **ARTICLE II.14 – ASSIGNMENT**

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

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

#### **ARTICLE II.15 – TERMINATION OF THE CONTRACT 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 been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the Commission can justify;
- (d) 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;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (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 days 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 e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

**II.15.4. Consequences of termination:**

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

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

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

## **ARTICLE II.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 specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

## **ARTICLE II.17 – CHECKS AND AUDITS**

- II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.
- II.17.2.** The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.17.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

## **ARTICLE II.18 – AMENDMENTS**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. 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 Framework Contract, pending orders or Specific Contracts tasks under the Contract or any part thereof. Suspension shall take effect

on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

**SIGNATURES**

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

For the Commission,  
[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

## **ANNEX I TO THE FRAMEWORK CONTRACT**

### **Tender Specifications and Monitoring**

*The purpose of this Annex is to enable the Commission to conduct, throughout the duration of the Contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the Contract.*

*So that the Commission can regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications, appropriate monitoring, assessment, and supervisory procedures shall be set up. For these purposes, this Annex shall include all necessary details, in particular, where relevant, the following:*

- (i) schedule of interim and final reports – terms for approval, structure and content (where provision is made for such reports and a specific annex is not necessary);*
- (ii) schedule of audits to be carried out in accordance with Article II.17 of the Contract.*

*All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.*

## ANNEX II TO THE FRAMEWORK CONTRACT

### Frais de voyage et de séjour (si nécessaire)

#### Indemnités journalières pour les Etats membres de l'Union européenne

#### Daily allowances for the Member States of the European Union :

| DESTINATION        |                | Indemnité Journalière<br>en EUR | Plafond des frais<br>d'hébergement<br>(hôtel) en EUR |
|--------------------|----------------|---------------------------------|--|
| FR                 | EN             | Daily allowance<br>in EUR       | Maximum hotel<br>price in EUR                        |
| Allemagne          | Germany        | 74,14                           | 97,03  |
| Autriche           | Austria        | 74,47                           | 128,58   |
| Belgique           | Belgium        | 84,06                           | 117,08   |
| Chypre             | Cyprus         | 50,00                           | 110,00   |
| Danemark           | Denmark        | 91,70                           | 148,07   |
| Espagne            | Spain          | 68,89                           | 126,57   |
| Estonie            | Estonia        | 70,00                           | 120,00   |
| Finlande           | Finland        | 92,34                           | 140,98   |
| France             | France         | 72,58                           | 97,27  |
| Grèce              | Greece         | 66,04                           | 99,63  |
| Hongrie            | Hungary        | 50,00                           | 165,00   |
| Irlande            | Ireland        | 80,94                           | 139,32   |
| Italie             | Italy          | 60,34                           | 114,33   |
| Lettonie           | Latvia         | 85,00                           | 165,00   |
| Lituanie           | Lithuania      | 80,00                           | 170,00   |
| Luxembourg         | Luxembourg     | 82,00                           | 106,92   |
| Malte              | Malta          | 60,00                           | 115,00   |
| Pays-Bas           | Netherlands    | 78,26                           | 131,76   |
| Pologne            | Poland         | 60,00                           | 210,00   |
| Portugal           | Portugal       | 68,91                           | 124,89   |
| République tchèque | Czech Republic | 55,00                           | 175,00   |
| Royaume-Uni        | United Kingdom | 86,89                           | 149,03   |
| Slovaquie          | Slovakia       | 50,00                           | 125,00   |
| Slovénie           | Slovenia       | 60,00                           | 110,00   |
| Suède              | Sweden         | 92,91                           | 141,27   |



## Indemnités journalières pour les Etats hors de l'Union européenne (en Euro)

### Daily subsistence allowances for countries outside the European Union (in Euro)

| DESTINATION            |                        | Indemnité<br>Journalière | Plafond Hôtel               |
|------------------------|------------------------|--------------------------|-----------------------------|
| FR                     | EN                     | Daily allowance<br>€     | Maximum hotel<br>price<br>€ |
| Afghanistan            | Afghanistan            | 50                       | 75                          |
| Afrique du Sud         | South Africa           | 50                       | 145                         |
| Albanie                | Albania                | 50                       | 160                         |
| Algérie                | Algeria                | 85                       | 85                          |
| Andorre*               | Andorra*               | 68,89                    | 126,57                      |
| Angola                 | Angola                 | 105                      | 175                         |
| Anguilla               | Anguilla               | 75                       | 140                         |
| Antigua et Barbuda     | Antigua and Barbuda    | 85                       | 140                         |
| Antilles néerlandaises | Netherlands Antilles   | 90                       | 185                         |
| Arabie Saoudite        | Saudi Arabia           | 85                       | 195                         |
| Argentine              | Argentina              | 75                       | 210                         |
| Arménie                | Armenia                | 70                       | 210                         |
| Aruba                  | Aruba                  | 80                       | 185                         |
| Australie              | Australia              | 75                       | 135                         |
| Azerbaïdjan            | Azerbaijan             | 70                       | 200                         |
| Bahamas                | Bahamas                | 75                       | 115                         |
| Bahreïn                | Bahrain                | 80                       | 195                         |
| Bangladesh             | Bangladesh             | 50                       | 140                         |
| Barbade                | Barbados               | 75                       | 140                         |
| Belarus                | Belarus                | 90                       | 135                         |
| Belize                 | Belize                 | 50                       | 135                         |
| Bénin                  | Benin                  | 50                       | 100                         |
| Bermudes               | Bermuda                | 70                       | 140                         |
| Bhoutan                | Bhutan                 | 50                       | 130                         |
| Bolivie                | Bolivia                | 50                       | 100                         |
| Bonaire                | Bonaire                | 90                       | 185                         |
| Bosnie Herzégovine     | Bosnia and Herzegovina | 65                       | 135                         |
| Botswana               | Botswana               | 50                       | 135                         |
| Brésil                 | Brazil                 | 65                       | 180                         |
| Brunei                 | Brunei                 | 60                       | 165                         |
| Bulgarie               | Bulgaria               | 70                       | 205                         |
| Burkina Faso           | Burkina Faso           | 55                       | 90                          |
| Burundi                | Burundi                | 50                       | 115                         |

|                                  |                          |     |     |
|----------------------------------|--------------------------|-----|-----|
| Caïmans, îles                    | Cayman Islands           | 60  | 135 |
| Cambodge                         | Cambodia                 | 50  | 115 |
| Cameroun                         | Cameroon                 | 55  | 105 |
| Canada                           | Canada                   | 65  | 165 |
| Cap-Vert                         | Cape Verde               | 50  | 75  |
| Centrafricaine, Rép              | Central African Republic | 60  | 80  |
| Chili                            | Chile                    | 70  | 175 |
| Chine                            | China                    | 55  | 155 |
| Chypre                           | Cyprus                   | 50  | 110 |
| Cisjordanie et Bande de Gaza     | West Bank and Gaza Strip | 60  | 110 |
| Colombie                         | Colombia                 | 50  | 120 |
| Comores                          | Comoros                  | 50  | 85  |
| Congo (Rép. Dém. du)             | Congo, Dem. Rep.         | 105 | 140 |
| Congo (Rép.du)                   | Congo                    | 70  | 115 |
| Cook, îles                       | Cook Islands             | 50  | 135 |
| Corée (Nord), R.P.D.             | D.P.R of Korea           | 50  | 180 |
| Corée (Sud), Rép. de             | Republic of Korea        | 100 | 200 |
| Costa Rica                       | Costa Rica               | 50  | 140 |
| Côte d'Ivoire                    | Côte d'Ivoire            | 60  | 130 |
| Croatie                          | Croatia                  | 60  | 120 |
| Cuba                             | Cuba                     | 75  | 150 |
| Djibouti                         | Djibouti                 | 65  | 170 |
| Dominicaine, Rép.                | Dominican Republic       | 60  | 170 |
| Dominique                        | Dominica                 | 75  | 140 |
| Egypte                           | Egypt                    | 65  | 140 |
| El Salvador                      | El Salvador              | 55  | 125 |
| Emirats arabes Unis              | United Arab Emirates     | 70  | 195 |
| Equateur                         | Ecuador                  | 50  | 140 |
| Erythrée                         | Eritrea                  | 50  | 80  |
| Estonie                          | Estonia                  | 70  | 120 |
| Etats-Unis d'Amérique (Autres)   | USA (others)             | 80  | 200 |
| Etats-Unis d'Amérique (New York) | USA (New York)           | 100 | 275 |
| Ethiopie                         | Ethiopia                 | 50  | 145 |
| Fidji                            | Fiji                     | 50  | 120 |
| Gabon                            | Gabon                    | 75  | 115 |
| Gambie                           | Gambia                   | 50  | 120 |
| Géorgie                          | Georgia                  | 80  | 215 |
| Ghana                            | Ghana                    | 70  | 140 |
| Grenade                          | Grenada                  | 75  | 140 |
| Guadeloupe                       | Guadeloupe               | 65  | 115 |
| Guam                             | Guam                     | 60  | 135 |
| Guatemala                        | Guatemala                | 50  | 125 |

|                            |                          |     |     |
|----------------------------|--------------------------|-----|-----|
| Guinée équatoriale         | Equatorial Guinea        | 60  | 85  |
| Guinée, Rép. de            | Guinea                   | 50  | 135 |
| Guinée-Bissau              | Guinea-Bissau            | 50  | 90  |
| Guyane                     | Guyana                   | 50  | 160 |
| Guyane Française           | French Guiana            | 55  | 140 |
| Haïti                      | Haiti                    | 65  | 125 |
| Honduras                   | Honduras                 | 50  | 125 |
| Hong Kong                  | Hong Kong                | 60  | 205 |
| Inde                       | India                    | 50  | 195 |
| Indonésie                  | Indonesia                | 50  | 145 |
| Indonésie - Timor oriental | Indonesia - East Timor   | 50  | 110 |
| Iran, Rép islam            | Iran                     | 55  | 145 |
| Iraq                       | Iraq                     | 60  | 85  |
| Islande                    | Iceland                  | 85  | 160 |
| Israël                     | Israel                   | 105 | 210 |
| Jamaïque                   | Jamaica                  | 60  | 170 |
| Japon                      | Japan                    | 130 | 275 |
| Jordanie                   | Jordan                   | 60  | 135 |
| Kazakhstan                 | Kazakhstan               | 70  | 175 |
| Kenya                      | Kenya                    | 60  | 165 |
| Kirghizistan               | Kyrgyzstan               | 75  | 180 |
| Kiribati                   | Kiribati                 | 60  | 145 |
| Koweït                     | Kuwait                   | 85  | 195 |
| Laos                       | Lao, People's Dem. Rep.  | 50  | 145 |
| Lesotho                    | Lesotho                  | 50  | 100 |
| Liban                      | Lebanon                  | 70  | 190 |
| Liberia                    | Liberia                  | 85  | 150 |
| Libye, Jamahiriya ar.      | Libyan Arab Jamahiriya   | 50  | 175 |
| Liechtenstein              | Liechtenstein            | 80  | 95  |
| Macao                      | Macao                    | 55  | 95  |
| Macédoine (ARY)            | TFYR of Macedonia        | 50  | 160 |
| Madagascar                 | Madagascar               | 50  | 105 |
| Malaisie                   | Malaysia                 | 50  | 200 |
| Malawi                     | Malawi                   | 50  | 165 |
| Maldives                   | Maldives                 | 50  | 135 |
| Mali                       | Mali                     | 60  | 95  |
| Mariannes du Nord, îles    | Northern Mariana Islands | 70  | 135 |
| Maroc                      | Morocco                  | 75  | 130 |
| Marshall, îles             | Marshall Islands         | 50  | 135 |
| Martinique                 | Martinique               | 70  | 110 |
| Maurice, Rép.              | Mauritius                | 60  | 140 |
| Mauritanie                 | Mauritania               | 50  | 75  |

|                                 |                            |       |        |
|---------------------------------|----------------------------|-------|--------|
| Mayotte                         | Mayotte                    | 50    | 110    |
| Mexique                         | Mexico                     | 70    | 185    |
| Micronésie                      | Micronesia                 | 55    | 135    |
| Moldova                         | Republic of Moldova        | 80    | 170    |
| Monaco*                         | Monaco*                    | 72,58 | 97,27  |
| Mongolie                        | Mongolia                   | 70    | 90     |
| Montserrat                      | Montserrat                 | 55    | 140    |
| Mozambique                      | Mozambique                 | 60    | 140    |
| Myanmar                         | Myanmar                    | 50    | 75     |
| Namibie                         | Namibia                    | 50    | 85     |
| Nauru                           | Nauru                      | 50    | 135    |
| Népal                           | Nepal                      | 50    | 135    |
| Nicaragua                       | Nicaragua                  | 50    | 135    |
| Niger                           | Niger                      | 50    | 75     |
| Nigeria                         | Nigeria                    | 50    | 185    |
| Niue                            | Niue                       | 50    | 135    |
| Norvège                         | Norway                     | 80    | 140    |
| Nouvelle-Calédonie              | New Caledonia              | 55    | 135    |
| Nouvelle-Zélande                | New Zealand                | 60    | 125    |
| Oman                            | Oman                       | 70    | 135    |
| Ouganda                         | Uganda                     | 55    | 180    |
| Ouzbékistan                     | Uzbekistan                 | 75    | 155    |
| Pakistan                        | Pakistan                   | 50    | 130    |
| Palau                           | Palau, Republic of         | 50    | 135    |
| Panama                          | Panama                     | 50    | 160    |
| Papouasie Nouvelle Guinée       | Papua New Guinea           | 55    | 135    |
| Paraguay                        | Paraguay                   | 50    | 140    |
| Pérou                           | Peru                       | 75    | 135    |
| Philippines                     | Philippines                | 60    | 150    |
| Polynésie française             | French Polynesia           | 60    | 135    |
| Puerto Rico                     | Puerto Rico                | 65    | 140    |
| Qatar                           | Qatar                      | 65    | 135    |
| Réunion                         | Reunion                    | 60    | 90     |
| Roumanie                        | Romania                    | 60    | 170    |
| Russie                          | Russian Federation         | 90    | 275    |
| Rwanda                          | Rwanda                     | 65    | 160    |
| Saint Kitts et Nevis            | Saint Kitts and Nevis      | 85    | 185    |
| Sainte-Lucie                    | Saint Lucia                | 75    | 140    |
| Saint Marin*                    | San Marino*                | 60,34 | 114,33 |
| Saint-Vincent et les Grenadines | St. Vincent and the Grena. | 75    | 190    |
| Salomon, îles                   | Solomon Islands            | 50    | 120    |
| Samoa                           | Samoa                      | 50    | 135    |
| Samoa Américaines               | American Samoa             | 70    | 135    |

|   |                          |       |        |
|---|--------------------------|-------|--------|
| São Tome et Principe                          | Sao Tome & Principe      | 60    | 95     |
| Sénégal                                       | Senegal                  | 65    | 135    |
| Seychelles                                    | Seychelles               | 85    | 140    |
| Sierra Leone                                  | Sierra Leone             | 55    | 135    |
| Singapour                                     | Singapore                | 75    | 150    |
| Somalie                                       | Somalia                  | 50    | 125    |
| Soudan  | Sudan                    | 55    | 215    |
| Sri Lanka                                     | Sri Lanka                | 50    | 105    |
| St Marteen                                    | St Marteen               | 90    | 185    |
| Suisse  | Switzerland              | 80    | 140    |
| Suriname                                      | Suriname                 | 55    | 125    |
| Swaziland                                     | Swaziland                | 50    | 90     |
| Syrie   | Syrian Arab Republic     | 80    | 145    |
| Tadjikistan                                   | Tajikistan               | 75    | 110    |
| Taiwan, Prov de Chine                         | Taiwan                   | 55    | 200    |
| Tanzanie                                      | Tanzania, United Rep. of | 50    | 200    |
| Tchad   | Chad                     | 65    | 145    |
| Thaïlande                                     | Thailand                 | 60    | 145    |
| Timor oriental                                | East Timor               | 50    | 110    |
| Togo  | Togo                     | 60    | 95     |
| Tokelau, îles                                 | Tokelau Islands          | 50    | 135    |
| Tonga   | Tonga                    | 50    | 105    |
| Trinité et Tobago                             | Trinidad and Tobago      | 60    | 115    |
| Tunisie                                       | Tunisia                  | 60    | 85     |
| Turkménistan                                  | Turkmenistan             | 80    | 150    |
| Turks et Caicos, îles                         | Turks and Caicos Island  | 55    | 135    |
| Turquie                                       | Turkey                   | 55    | 165    |
| Tuvalu  | Tuvalu                   | 50    | 135    |
| Ukraine                                       | Ukraine                  | 80    | 190    |
| Uruguay                                       | Uruguay                  | 55    | 160    |
| Vanuatu                                       | Vanuatu                  | 60    | 110    |
| Vatican*                                      | Vatican*                 | 60,34 | 114,33 |
| Venezuela                                     | Venezuela                | 85    | 125    |
| Vierges, îles (Etats-Unis)                    | Virgin Islands (USA)     | 55    | 140    |
| Vierges, îles (Grande-Bretagne)               | Virgin Islands (UK)      | 75    | 140    |
| Viêt-Nam                                      | Viet Nam                 | 50    | 205    |
| Wallis et Futuna îles                         | Wallis & Futuna Islands  | 50    | 135    |
| Yémen   | Republic of Yemen        | 60    | 165    |
| Yougoslavie, Rép. Féd. (Serbie et Monténégro) | Yugoslavia               | 80    | 140    |
| Zambie  | Zambia                   | 50    | 135    |
| Zimbabwe                                      | Zimbabwe                 | 50    | 115    |

|                    |                        |    |     |
|--------------------|------------------------|----|-----|
| <b>Autres pays</b> | <b>Other countries</b> | 60 | 145 |
|--------------------|------------------------|----|-----|

\* rallié géographiquement aux pays correspondants :  
geographically linked to the following countries:

- Andorre/Andorra : Espagne/Spain
- Monaco : France
- Saint Marin/San Marino : Italie/Italy
- Vatican : Italie/Italy

### **Calcul**

Le calcul des **Indemnités journalières (I J)** se fait selon les règles suivantes:

Durée du déplacement:

- inférieure ou égale à 6 heures: frais réels (sur présentation des pièces justificatives).
- plus de 6 heures à 12 heures inclus: 0,5 I J.
- plus de 12 heures à 24 heures inclus: 1 I J.
- plus de 24 heures à 36 heures inclus: 1,5 I J.
- plus de 36 heures à 48 heures inclus: 2 I J.
- plus de 48 heures à 60 heures inclus: 2,5 I J, etc....

### **Calculation**

Daily subsistence allowances are to be calculated as follows:

Length of mission:

- six hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than six hours but not more than twelve hours: half the daily allowance;
- more than twelve hours, but not more than twenty-four hours: the daily allowance;
- more than twenty-four hours but not more than thirty-six hours: one and a half times the daily allowance;
- more than thirty-six hours but not more than forty-eight hours: twice the daily allowance;
- more than forty-eight hours but not more than sixty hours: two and a half times the daily allowance, and so on.

**ANNEX III TO THE FRAMEWORK CONTRACT**

**Model of Specific Contract**

**Specific Contract N° 200X/XX/XX**

**Under Service Framework Contract N° TREN/R1/350-2008**

Between:

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities, (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by ....., Director in the Directorate-General for Energy and Transport, Directorate .....

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

### **ARTICLE III.1: SUBJECT**

**III.1.1** This Specific Contract implements Framework Contract No. TREN/-R1/350-2008 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, in its amendments and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks specified in Annex I.

The Commission agrees to entrust these tasks to the team described in the contractor's proposal.

### **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 as specified in this Specific Contract shall not exceed [xxx days/months]. Execution of the tasks shall start from date of entry into force of this Specific Contract. This duration includes the delivery of the final report. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

### **ARTICLE III.3: PRICE**

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

### **ARTICLE III.4 : REIMBURSEMENT OF TRAVEL AND SUBSISTENCE EXPENSES**

Travel expenses, subsistence expenses of the Contractor and his staff and expenses for the shipment of equipment or unaccompanied luggage incurred in connection with missions carried out in connection with the execution of the services as stipulated in Article 1 of this Specific Contract, shall be reimbursed in accordance with the special provisions set out in Article II.7 of the Framework Contract, with a maximum of EUR XXX, and supported with justifying documents, such as mission details, original transportation tickets, paid invoices from travel agencies. Journeys agreed by the Commission are listed in Appendix III. Travel and subsistence expenses incurred by others than the Contractor and his staff (e.g. for stakeholders meetings) shall be compensated with the flat-rate price stated in this Specific Contract.

### **ARTICLE III.5 : INVOICING AND PAYMENT PROCEDURE**



Payments under this Specific Contract shall be made in accordance with Article I.5 and II.4 of the Framework Contract. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

The Contractor may request an advance of 30% of the total price of the service :  
Following the signature of the Specific Contract by the last contracting party, within 30 days of the date on which the Contractor returns the Specific Contract and a request for pre-financing with a relevant invoice, a pre-financing payment of EUR xxx equal to 30 % of the total value referred to in Article III.4 (flat rate price excluding travel and subsistence costs) of this Specific Contract shall be made.

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

- the final technical report in accordance with the instructions laid down in Annex I,
- statements of reimbursable expenses in accordance with Article I.6 and II.7 of the Framework Contract,
- the relevant invoice(s), indicating the reference number of the Contract and of the specific contract to which they refer,

provided the report has been approved by the Commission.

The Commission shall have forty-five days from receipt to approve, to suspend such period and request additional information or to reject the report. The Contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date of receipt of the relevant invoice(s), of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices equal to 70% of the total amount referred to in Article III.3 and of the duly justified travel expenses and daily allowances referred to in Article III.4 of this Specific Contract shall be made.

The approval process of the reports in both cases are subject to the deadlines on which the reports are to be submitted as indicated in Annex I (Specifications of Services attached to the contract).

Payment shall be deemed to have been made on the day on which the Commission's account is debited.

Any request for payment relating to the performance of the present commitment should be sent to the following address:

Commission of the European Communities  
Directorate-General for Energy and Transport



B - 1049 Brussels

### **ARTICLE III.6 : CONFLICT OF INTEREST**

All articles of the Framework Contract related to conflict of interest are applicable.

The contractor also declare that no contractual relations have been carried out during the last five years with any stakeholders and/or companies directly involved in programmes, projects and legislative activities conducted or subcontracted by the Directorate-General Energy and Transport, which will be evaluated in this Specific Contract.

**ARTICLE III.7 : CHANGES IN THE TEAM**

Changes or additions to the team initially proposed must be notified to the Commission in writing. The Commission will have the right to object to any changes of members of the team from those initially proposed. In case that the original team is no longer available, the Commission will have the right to cancel the Specific Contract.

**ARTICLE III.8 : ADMINISTRATIVE PROVISIONS**

The persons responsible for implementing the services under this specific contract are:

For the Commission:

- Administrative and technical questions:

Mr/Ms .....  
Commission of the European Communities  
Directorate-General for Energy and Transport  
Unit .....  
DM .....  
B – 1049 Brussels

For the Contractor:

Mr/Ms .....

All correspondence arising out of this specific contract shall be in writing and shall be sent to the persons in charge.

### ARTICLE III.9 : ANNEXES

The following annexes are attached to and form an integral part of this Specific Contract:

- Appendix I: Terms of reference: task description, schedule, reports, reference documents,
- Appendix II: Contractor's offer including CVs of the team members
- Appendix III: Journeys agreed by the Commission

The terms set out in the articles of the specific contract shall take precedence over those in the other parts of the Contract. The terms set out in the Tender Specifications (Appendix I) shall take precedence over those in the Tender (Appendix II).

Done at Brussels, [date],  
In duplicate in English

For the European Community:  
[first name/surname/function]  
name/surname/function]

For the Contractor:  
[Company name/first

# **APPENDIX I TO THE MODEL OF SPECIFIC CONTRACT**

**Specific Contract N° 200X/XX/XX**

**Under Service Framework Contract N° TREN/R1/350-2008**

**Terms of reference: task description, schedule, reports, reference documents.**

# **APPENDIX II TO THE MODEL OF SPECIFIC CONTRACT**

**Specific Contract N° 200X/XX/XX**

**Under Service Framework Contract N° TREN/R1/350-2008**

**Contractor's offer including CVs of the team members**

# APPENDIX III TO THE MODEL OF SPECIFIC CONTRACT

**Specific Contract N° 200X/XX/XX**

**Under Service Framework Contract N° TREN/R1/350-2008**

## Journeys agreed by the Commission

**BUDGET FOR TRAVEL, SUBSISTENCE AND OTHER EXPENSES**

For reference please see the stipulations in the framework contract

|                       |  |
|-----------------------|--|
| <b>Contract No.</b>   |  |
| <b>Title of Study</b> |  |

| <b>Travel Expenses</b>     |             |                          |                 |             |                        |
|----------------------------|-------------|--------------------------|-----------------|-------------|------------------------|
| Place/Country of Departure | Destination | Distance in km (approx.) | No. of Journeys |             | Maximum Budget in EURO |
|                            |             |                          | One Way         | Return Trip |                        |
|                            |             |                          |                 |             |                        |
|                            |             |                          |                 |             |                        |
|                            |             |                          |                 |             |                        |
|                            |             |                          |                 |             |                        |
|                            |             |                          |                 |             |                        |

| <b>Subsistence expenses</b> <i>(maximum length of the trip)</i> |                             |              |                                     |              |                        |
|---|-----------------------------|--------------|-------------------------------------|--------------|------------------------|
| Destination   | Daily Subsistence allowance |              | Maximum Hotel Price (if applicable) |              | Maximum Budget in EURO |
|   | Days                        | Rate in EURO | Nights                              | Rate in EURO |                        |
|   |                             |              |                                     |              |                        |
|   |                             |              |                                     |              |                        |
|   |                             |              |                                     |              |                        |
|   |                             |              |                                     |              |                        |
|   |                             |              |                                     |              |                        |

| <b>Shipment of equipment or unaccompanied luggage and other expenses agreed by the Commission</b> |                        |
|---|------------------------|
| Detailed Description of Expenses  | Maximum Budget in EURO |
|   |                        |
|   |                        |
|   |                        |
|   |                        |
|   |                        |

|                                     |
|-------------------------------------|
| <b>Total Maximum Budget in EURO</b> |
|                                     |