



EUROPEAN COMMISSION
DIRECTORATE-GENERAL ENERGY AND TRANSPORT
DIRECTORATE G – Maritime Transport, Galileo & Intelligent transport
The Director

Brussels, 04/03/2009

INVITATION TO TENDER No. TREN/G4/475-1-2008

(open procedure)

Dear Sir/Madam,

1. The European Commission invites tenders for a framework service contract regarding the project: *"Framework Contract to provide technical, legal and organisational support for the implementation of the ITS Action Plan"*

This invitation to tender follows the publication of:

- the contract notice in OJEU 2009/S 43-061954

2. If you are interested in this contract, you must submit a tender in **one (1) original and five (5) copies**, 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 15.04.2009 (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 15.04.2009 **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:**

Call for tenders No. TREN/G4/475-1-2008
not to be opened by the internal mail department
DM 28 0/110 – Archives

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 10 a.m. on 05/05/2009, 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 Edgar Thielmann
European Commission
DM 28 04/050
B-1049 Brussels
Belgium

e-mail: TREN-ITS@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.

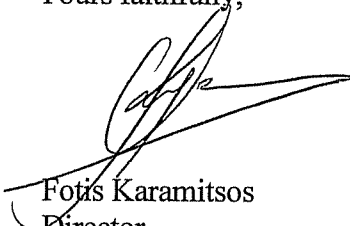
12. The follow-up of your response to the invitation to tender will require the recording and further processing of personal data (i.e. name, address, CV, etc.). This data will be processed in accordance with the requirements of Regulation (CE) 45/2001 on the protection of individuals with regard to 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.

Yours faithfully,



Fotis Karamitsos
Director

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. TREN/G4/475-1-2008 concerning a

"Framework Contract to provide technical, legal and organisational support for the implementation of the ITS Action Plan"

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I. SPECIFICATIONS

I.1. Introduction

This call for tender is launched by the European Commission for the signature of a multiple Framework Contract in succession to be concluded with the three tenderers ranked best when the bids are evaluated.

The Framework contract will be established to assist the European Commission to implement its **Action Plan for the Deployment of Intelligent Transport Systems in Europe** providing a framework for Europe-wide ITS deployment. This Action Plan was adopted on 16 December 2008 (COM (2008) 886) and will cover measures to be carried out in the short and medium term, targeting to

- support the 'Greening of transport'
- improve transport efficiency
- improve road safety and security.

In this ITS Action Plan, the European Commission is defining actions in six priority areas:

1. Optimised use of road, traffic and travel data

This action includes the development of procedures for Europe wide real-time on trip traffic and travel information services such as the provision of traffic information services by the private sector, the provision of traffic regulation related data by the road and traffic authorities, the guaranteed access by public authorities to safety-related information collected by private companies and the guaranteed access of private companies to public data.

Furthermore it includes the optimisation of the collection and provision of road data and traffic circulation plans, traffic regulations and recommended routes for heavy goods vehicles and the development of a set of rules and prescriptions guidelines ensuring the accurate availability of public data for digital maps and their timely updates through the cooperation between Member States and digital maps providers and the definition of specifications and procedures for the free provision of minimum universal traffic information services. The development of national multi-modal door-to-door journey planners will be promoted.

2. Traffic Management on European Transport Corridors and in Conurbations

This action includes the initiation of the development of a set of common specifications and rules for the continuity of ITS related information flows and interfaces between interurban and urban transport in relation to passengers and freight. The Commission will initiate works with stakeholders on an ITS architecture for urban transport (including travel planning, demand management, payment of parking, road pricing, public transport) and act accordingly. eFreight should be fostered by the identification of relevant services and support measures. The implementation of interoperable electronic toll systems will continue.

3. Road safety and security

The Commission will, in collaboration with the Member States, road authorities and industry, address the further development of safety and security-related systems, will promote their installation in new vehicles (type approval) and will consider, when relevant, the "retrofitting" aspect. Additionally the Commission will, together with stakeholders, elaborate a framework for large-scale implementation of eCall and develop a regulatory framework for a safe on-board human-machine interface including the nomadic devices. Best practice guidelines on the ITS impact on vulnerable road users and the topic of secured parking places will be developed.

4. Better integration of the vehicle into the transport system

This action includes the development of the functional specifications for an open (in-vehicle) platform and will act accordingly in order to use the common functionalities (positioning and time) offered by GALILEO and vehicle-to-infrastructure communications via the ground networks. The platform should enable access to multimodal information. Furthermore, the Commission will initiate works on the evaluation of co-operative vehicle systems and assess the possible alternative deployment strategies for such systems. In parallel, the functional specifications for the infrastructure-to-infrastructure (I2I), the vehicle-to-infrastructure (V2I) and vehicle-to-vehicle (V2V) communication will be defined. The relevant standardisation issues should be addressed.

5. Data security and protection, and liability

The Commission will work with stakeholders to address with highest importance the security of ITS related data and the protection of individuals' data with full regard to Community legislation and the practices in different Member States, and will adopt the suitable measures. The Commission will, together with the stakeholders, address the liability issues pertaining the road information and traffic data, and will adopt the suitable measures.

6. European ITS co-operation and coordination.

The Commission will propose a legal framework for European co-ordination on the Europe-wide deployment of ITS which foresees a European ITS Committee composed of Member States' representatives to assist the Commission. A European ITS Advisory Group composed of representatives of the private sector will advise the Commission on technical and user aspects. Furthermore, the Commission will address the development of an ITS assessment toolkit to support decision makers in their evaluation (impact, cost-benefit, user acceptance and financial) of ITS tools and deployments and propose criteria, such as an ITS infrastructure assessment, as a precondition for EU or even national funding for building or operating infrastructure. A specific platform for urban ITS will be set-up for Member States and regional/local governments.

I.2. Purpose of the framework contract

The European Commission's Directorate General for Energy and Transport (DG TREN), the contracting authority, is looking for **support in the areas of Intelligent Transport Systems and Services** during the implementation of the ITS Action Plan.

The required support and service, subject of this invitation to tender, comprise the following major tasks:

- Task 1: Technical support
- Task 2: Legal support
- Task 3: Organisational support

The three tasks will be coordinated by a coordinator.

The coordinator role includes:

- Acting as the single contact point towards the Commission for all relevant issues regarding the execution tasks within this contract
- Customer-oriented and service-minded collaboration with the Commission's services in charge on the contract
- Carrying out all coordination and organisation of works within the contracted consortium and to guarantee the required level of quality, cost/benefit efficiency and timely delivery of the contracted works.
- Act as link between relevant private and public stakeholders for the required works and the Commission's services in charge of the contract.

Task 1: Technical support

As part of the assignment, the contractor should provide technical assistance on actions and measures during the implementation of the ITS Action Plan.

The support required by the Contracting authority will take especially the following forms:

- Preparation and drafting of procedures, specifications (functional and technical) and guidelines covered by the ITS Action Plan.
- Elaboration of databases, study reports and presentations related to measures covered by the ITS Action Plan
- Elaboration of Draft Impact Assessments on measures covered by the ITS Action Plan
- Preparation, elaboration and compilation of the necessary documentations including technical briefings, presentations and technical conclusions for workshops/meetings and stakeholder conferences
- Assist in the moderation of workshops and specific sessions of conferences.

Task 2: Legal support

As part of the assignment, the contractor should provide legal assistance on actions mentioned in the ITS Action Plan.

The support required by the Contracting authority will take especially the following forms:

- Providing consultancy, conducting studies and elaborating reports and presentations on legal aspects related to measures covered by the ITS Action Plan especially in the assessment of data protection and liability aspects for the priority areas and related measures
- Advising on legal aspects during the elaboration of Impact Assessments on measures covered by the ITS Action Plan

- Preparation, elaboration and compilation of the necessary documentations on legal aspects including briefings, presentations and conclusions for workshops/meetings and stakeholder conferences
- Assist in the moderation of workshops and specific sessions of conferences related to legal aspects.

Task 3: Organisational support

The support required by the Contracting authority will take especially the following forms:

The organisation of about twenty-eight (28) workshops/meetings of one day during the maximum contract duration of 48 months. The expected number of participants per workshop/meeting is estimated to be approx. 50.

The organisation of the workshops/meetings includes:

- Provision of the appropriate venue for the event
- All organisational and logistical aspects such as:
 - Preparation of invitation of participants and speakers
 - Reimbursement of invited speakers' travel and subsistence allowances
 - Provision of a light lunch and two coffee breaks
 - Preparation, provision and dissemination of supporting material such as hand outs
 - Preparation, provision and dissemination of related documentation and minutes

The organisation of four (4) stakeholder conferences of two days during the maximum contract duration of 48 months. The expected number of participants per meeting is estimated to be approx. 250.

The organisation of the stakeholder conferences includes:

- Provision of the appropriate venue for the event
- All organisational and logistical aspects such as:
 - Preparation of invitation of participants and speakers
 - Registration of participants (web based, hosted by the contractor)
 - Reimbursement of speakers' travel and subsistence allowances
 - Provision of a light lunch and two coffee breaks per day of the conference
 - Provision of one dinner in an appropriate venue for the participants
 - Preparation, provision and dissemination of supporting material such as hand outs, conference programmes, list of participants, etc.
 - Interpretation from and to English, French and German
 - Preparation, provision and dissemination of related documentation and minutes

Note:

1. Travel costs of invited speakers have to be reimbursed, where appropriate, in accordance with the special provisions of Articles I.3 and II.7 of the draft contract in Annex 5
2. The venue will be provided by the contractor. All venue expenses are to be included in the contract budget. The workshops/meetings and conferences shall take place in a central location in Brussels outside Commission premises.
3. The exact programme and list of invitees will be defined together with the Commission services.

I.3. Award procedures

A multiple framework contract "in succession" will be concluded with the three tenderers which have passed the fixed thresholds and are ranked best when the bids are evaluated. By "multiple framework contract in succession" is meant a situation where separated but identical framework contracts are concluded between the Commission and several service providers to ensure that a contract can be performed in succession by one or the other of the Contractors.

If the first Contractor is unable to carry out the work within the time limits set in the request to provide services or in the event of default in respect of the performance of earlier orders, not entailing termination of the contract, the request to provide services will be automatically sent to the second Contractor and, in event that the second Contractor is unable to carry out the work, to the third Contractor.

I.4 Orders for work

The services which may be requested will, as the need for them arises, be the subject of written requests from the Commission for which the successful tenderer will be required to submit detailed estimates, to be drawn up on the basis of the "person.day" prices proposed when the contract is signed.

After receiving the request for service by the Commission the tenderer will have five (5) working days to inform the Commission if he is able to carry out the requested service and additional ten (10) working days to submit a detailed estimate.

On the basis of the estimates submitted by the successful tenderer, an order may be formally placed by means of an order form signed by a person authorised to act on behalf of the Commission.

I.5 Duration of the tasks

The framework contract will be concluded for a period of twelve (12) months from the date on which it is signed by the last contracting party. The contract shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3 of the Framework Contract. Renewal does not imply any modification or deferment of existing obligations. The total duration of the framework contract will not exceed forty-eight (48) months.

The tasks will be determined in particular by one or more specific contracts to be signed under the framework contract. The execution of the tasks may not start before the specific contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the specific contract.

I.6 Place of performance

The tasks will be performed on the Contractor's premises. However, meetings between the contractor and the Commission will be held on Commission premises in Brussels. Meetings,

workshops and conferences involving the Commission services, public and/or private stakeholders will be held in a central location in Brussels outside the Commission premises.

I.7 Estimate of the amount of work involved

The amount of work involved to carry out this contract is assessed at:

Task 1, Technical support

For a duration of 48 months:

- 480 person.days Technical Senior expert level and
- 960 person.days Technical expert level

Task 2, Legal support

For a duration of 48 months:

- 120 person.days Legal Senior expert level and
- 240 person.days Legal expert level

Task 3, Organisational support:

For a duration of 48 months:

- the organisation and management of about 28 stakeholder meetings/workshops
- the organisation and management of about 4 stakeholder conferences.

The budget ceiling of this framework contract is 2.320.000 EUR.

II. TERMS OF CONTRACT

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

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

II.1. Terms of payment

Payments shall be made in accordance with the provisions specified in Annex 6, the draft service framework contract.

II.2. 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.3. Subcontracting

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

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

II.4. 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 (in their entirety) and award criteria.

III. FORM AND CONTENT OF THE TENDER

III.1. General

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

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

III.2. Structure of the tender

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

III.2.1. Section One: administrative proposal

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

- Tenderers' identification (Annex 1)
 - All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.
 - If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

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

- Financial identification (Annex 2)

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

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

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

- Legal entities (Annex 3)

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

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

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

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

III.2.2. Section Two: Technical proposal

- The technical proposal shall focus on a detailed description of the tenderer's capacity and experience in the tasks specified under I.2 Purpose of the framework contract. 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.
- In particular, tenderers must prove in the technical proposal that they have adequate analytical capability and legal, economical and technical experience, especially in the field of ITS.
- The technical proposal must contain a detailed description of the coordinators experience and organisational capacity to steer and coordinate the execution of all tasks described in this tender.
- Furthermore the technical proposal shall contain a detailed description of the level of experience of the tenderer working with the European Commission, national administrations and public and private stakeholders which are relevant for the field of ITS.
- The level of detail is extremely important for the evaluation of tender. Tenderers shall clearly describe the methodology and the organisation of work which they propose to carry out the tasks specified under I.2 Purpose of the framework contract.
- The technical proposal must provide all the information needed for the purpose of awarding the contract.

III.2.3. Section Three: Financial proposal

The financial proposal shall include:

1. Unit Price Catalogue

Task	Nature	Unit Price in €	Remarks
Task 1: Technical Support	Technical Senior Expert	person.day	All costs included (incl. travel and overheads)
	Technical Junior Expert	person.day	Dito
Task 2: Legal support	Legal Senior Expert	person.day	Dito
	Legal Junior Expert	person.day	Dito
Task 3: Organisational support	Meetings/workshops with approx. 50 participants	One workshop	Without catering
	Catering for meetings/workshops	For one person/day	Light lunch and two coffee breaks
	Stakeholder conferences with approx. 250 participants	One conference	Without catering
	Catering for stakeholder conference	For one person/day	Light lunch, two coffee breaks, one dinner
	Invited speaker	For one person/day	See note below, point 4

2. Total Price

Task	Nature	Total Price in €	Remarks
Task 1: Technical Support	Technical Senior Expert	480 person.days	All costs included (incl. travel and overheads)
	Technical Junior Expert	960 person.days	Dito
Task 2: Legal support	Legal Senior Expert	120 person.days	Dito
	Legal Junior Expert	240 person.days	Dito
Task 3: Organisational support	Meetings/workshops with about 50 participants	28 workshops	Without catering
	Catering for about 50 participants	28 workshops	Light lunch and two coffee breaks
	Five invited speakers per workshop	28 workshops	See note below, point 4
	Stakeholder conferences with approx. 250 participants	For four conferences (two days)	Without catering
	Catering for about 250 participants	For four conferences (two days)	Light lunch, two coffee breaks, one dinner
	8 invited speakers per conference	For four conferences (two days)	See note below, point 4

3. Summary of total prices

Task 1: Technical Support	Total price in €	
Task 2: Legal Support	Total price in €	
Task 3: Organisational Support,	Total price in €	

Without catering		
Task 3: Organisational Support, Catering only	Total price in €	
Tasks 1, 2, 3		Total price in €

Note:

1. **Prices must be fixed amounts** and are not subject to revision during the whole duration of the Framework Contract and any extension.
2. 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.
3. The price per person.day shall be valid for any services offered under a specific contract. This price per person.day must be a flat rate and include all administrative costs and travel costs of the tenderer which are necessary to carry out the task. All specific costs related to the coordinator have to be stated separately as price per person.day.
4. For evaluation purposes of the tenderers proposal an average cost of € 650/person for the reimbursement of speakers' travel expenses and subsistence are to be included in the financial proposal. During the implementation of the contract the rules set out in Article I.3 and II.7 Reimbursements of Annex 6 - Draft Framework Contract - shall apply to reimbursement of invited speakers' travel expenses and subsistence.
5. **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.

IV. ASSESSMENT AND AWARD OF THE CONTRACT

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

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

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;

3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation¹)

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 Regulation² 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);

¹ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

² 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) 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.
- 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 or certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

3. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 1 and 2 above shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.
4. When the subcontracted part is above 20% of the 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.
5. The Commission reserves the right to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by Directorate General for 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.³

³ 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.

IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS)

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

IV.2.1. Economic and financial capacity – References required

Tenderers must provide proof of their financial and economic capacity by means of the following documents: 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. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

IV.2.2. Technical and professional capacity – References required

1. Experts working within Task 1: Technical support:

The tenderers should demonstrate the following competences using the means of proof required:

- Educational qualifications (according to the nature of Tasks 1 a university degree in science, technology or economics);
- Professional experience of staff in the field of ITS technologies and services:
 - At least 10 years of working experience in the field of ITS for "Technical Senior experts" in the field of transport and related studies
 - At least 5 years of working experience in the field of ITS for "Technical Junior experts" in the field of transport and related studies;

2. Experts working within Task 2: Legal support:

- Educational qualifications (according to the nature of Tasks 2 a university degree in law);
- Professional experience in Community law related to transport, infrastructures, ITS or telecommunication:
 - At least 10 years of working experience for "Legal Senior experts"
 - At least 5 years of working experience for "Legal Junior experts"

3. Experts working within Task 3: Organisational support:

- Professional experience of at least 5 years in the field of organisation and management of workshops and conferences in the public and/or private sector

4. Coordinator

- At least five (5) years of experience in ITS, in the field of transport and related studies with at least ten (10) years experience as Project Manager in this field in the public and/or private sector;
- Experience in conducting projects on an international level as coordinator, involving technical and legal expert groups and event organisation;
- Excellent communication and writing skills;

- Strong market driven profile and customer satisfaction orientation;
 - Very good knowledge of the functioning and regulatory framework of public administrations in Europe
- Excellent communication and drafting skills in English are required for all Tasks.
 - Knowledge of other Community languages, especially the working languages of the Commission, will be an asset.

Evidence of the above requirements to be provided by the tenderer:

1. A list of the main services, tasks and projects carried out during at minimum the last five respectively 10 years in the form of a table, stating:
 - Project title, implied EU countries, overall project value (EUR)
 - Nature and scope of the project
 - Type of service provided
 - Proportion of project carried out by the tenderer
 - Number of staff provided
 - Name of the client/origin of funding
 - Dates (start/end)
 - Names of the main partners involved in the project.
2. Sample documentation related to the most important and relevant services, tasks and projects carried out must be provided.
3. Documentation to be provided proving the tenderers capacities :
 - Understanding of interests and expectations of public and private stakeholders in the field of ITS
 - Knowledge and experience of the working methods of the European Commission, the public and private sector
 - Experience in Community policies related to transport, infrastructures, ITS, telecommunication and working with the Member States, public and private stakeholders in transport, information and communication sector
 - Knowledge of the level of implementation of ITS relevant technologies and services in the Member States
4. Documentation proving the experience and capacity of the coordinator to carry out his tasks, i.e. carrying out consortium coordination roles in similar fields as described in this invitation to tender, must be provided.

If subcontractors are involved in the bid (subcontracting of experts due to the specific nature of tasks to be assumed), each of them must show that they have the professional and technical capacity to perform the tasks assigned to them.

Tenderers shall provide with their offer detailed curriculum vitae of each staff member and subcontracted expert responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

The CVs shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, to be downloaded from:

<http://europass.cedefop.europa.eu/europass/home/hornav/Downloads/EuropassCV/CVTemplate.csp>.

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. If a member of the proposed team is no longer available he must be replaced by a new member with the same or higher qualification and experience. In case that the original team is no longer available, the Commission will have the right to cancel the Specific Contract.

IV.3. EVALUATION OF TENDERS – AWARD CRITERIA

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.

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.

The contract will be awarded to three tenderers which are ranked best when the bids are evaluated.

N°	Award Criteria	Weighting
1	Completeness, clarity and presentation of tender	5
2	Understanding This criterion serves to assess whether the tenderer has fully understood all the aspects of the requirements for specific contracts presented in the request for services (terms of reference)	20
3	Methodology The criterion serves to assess the existence of the necessary methodology to achieve the tasks and objectives required by the terms of reference	25
4	Project management and resources 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. The proposed methodology for coordination will be assessed separately under the award criterion N° 5.	40
5	Coordination This criterion relates to the proposed methodology for internal coordination of the consortium, the coordination with the Commission's services in charge of the contract and public and private stakeholders in the ITS sector.	10
Total number of points		100

IV.4. INFORMATION FOR TENDERERS

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

Upon written request, the Commission will inform the rejected tenderers of the reasons for their rejection and the tenderers having submitted an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

V. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Checklists
6. Draft Service 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) ⁴	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	

⁴ For natural persons

Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation⁵ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁵ 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

FINANCIAL IDENTIFICATION

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

REMARKS :

<u>BANK STAMP + SIGNATURE of BANK REPRESENTATIVE</u>
(Both Obligatory)

<u>DATE + SIGNATURE of ACCOUNT HOLDER :</u>
(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

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 Regulation⁶, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - f) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the 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:

⁶ 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

Checklists (to be filled in by the tenderer)

5.1 ADMINISTRATIVE DOCUMENTS

1) Have you enclosed with your offer, the following required information/documents about your firm :	Tick the appropriate answer
a) Filled in Legal Entity Form (Annex 3).	Yes/No
b) Filled in Bank Identification Form (Annex 2)	Yes/No
c) (For private entities) Legible copy of the instrument of incorporation or constitution and the amendment(s) to the constitution of the company (if applicable)	Yes/No
d) Notice of appointment of the persons authorised to represent the tenderer (Annex 1)	Yes/No
e) (For individuals) Legible copy of their identity card or passport	Yes/No
f) (For private entities and individuals) A proof of registration on one of the professional or trade registers of your country.	Yes/No
g) (For private entities and individuals) A copy of VAT registration document	Yes/No
h) (For public entities) A copy of the resolution decree, law, decree or decision or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity	Yes/No
i) In case of subcontractor(s), a document from each of them certifying their willingness to accept the tasks and their acceptance of the terms and conditions as subcontractors	Yes/no
j) In case of several service providers (joint bid or subcontractors), a document from each of them stipulating its role, qualifications and experience and, where relevant, the monitoring arrangements that exist between them	Yes/No
k) The standard form concerning the exclusion criteria (Annex 4)	Yes/No

5.2 ECONOMIC AND FINANCIAL CAPACITY

Have you enclosed with your offer the following documentation :	Tick the appropriate answer
a) A full copy of the tenderer's audited annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks) of the past two years, as approved by the general assembly of the company and, where applicable, published. <u>These documents must be certified by the tenderer</u>	Yes/No
b) A statement of overall turnover and the turnover for the tasks and services covered by this contract for the last three financial years	Yes/No

5.3 TECHNICAL AND PROFESSIONAL CAPACITY

Have you enclosed with your offer the following documentation :	Tick the appropriate answer
a) A list/table of the main services, tasks or projects carried out over the past five respectively 10 years	Yes/No
b) Sample related to the most important and relevant service, task or project carried out	Yes/No
c) Documents which proof your experience in the working methods of the European Commission, the public and private sector and your experience in Community policies related to transport, infrastructures, ITS, telecommunication and your knowledge of the level of implementation of ITS in the Community	Yes/No
d) Detailed curriculum vitae of each staff member and subcontracted expert carrying out the work including educational background, professional experience and language skills (using the European format CV)	Yes/No
e) Documents which proof the professional experience of of each staff member and subcontracted expert of at least five respectively 10 years in the domains specified in Article IV.2.2 of the Tender Specification	Yes/No
f) A detailed CV and documentation proving the experience and capacity of the coordinator to carry out his task	Yes/No

g) A list of all staff and subcontracted experts which are committed to carry out the work and their status (own staff or subcontracted)	Yes/No
h) A statement of your and your subcontractors average annual manpower and the number of managerial staff in the last three years	Yes/No

Name and position of the signatory

Date

Signature

ANNEX 6



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR ENERGY AND TRANSPORT

Directorate
Unit

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 Fotis Karamitsos, Director in the Directorate-General for Energy and Transport, Directorate G – Maritime transport, Galileo & Intelligent transport

of the one part,

and

official name in full

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

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

official address in full

VAT registration number

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

of the other part,

HAVE AGREED

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

Annex I – Tender Specifications (Invitation to Tender No TREN/G4/475-1-2008)

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

Annex III – Specific Contract

Annex IV - 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 specific contract (Annex III), the latter taking precedence over the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is to supply technical, legal and organisational support in the areas of Intelligent Transport Systems and Services during the implementation of the ITS Action Plan.
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through specific contract is binding on the Commission.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer son the Contractor any exclusive right to provide the services described in Annex I to the Commission. The Contractor is selected as the [first, second, third] contractor for a multiple framework contract.

[One, two, three] Contractors have been selected in the following order as decided when the contract was awarded.

- 1) (name and address
- 2) (name and address
- 3) (name and address

ARTICLE I.2 - DURATION

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

ARTICLE I.3 –PRICES

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

I.3.2 Prices shall be expressed in EUR.

I.3.3 Prices shall be fixed and not subject to revision for implementation during the duration of the Contract.

Revision shall be calculated in accordance with the following formula:

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

where:

Pr = revised price;

Po = price in the original tender;

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

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

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

Within 5 working days of a request for services being sent by the Commission to the Contractor, the Commission shall receive a written confirmation from the Contractor if the Contractor is available to carry out the requested service. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Commission shall be entitled to send a request to the next contractor on the list. In the event of failure to observe this deadline or disagreement on the allocation of resources, the Contractor shall be considered unavailable.

In case that the contractor is available to carry out the requested service, the Commission shall receive within 15 working days of a request for services being sent by the Commission to the Contractor an estimate of the resources to be allocated for its execution, with particulars in support.

Within 10 working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated.

ARTICLE I.5 – PAYMENT PERIODS

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous orders or specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1 Pre-financing:

Within 30 days of the date on which the Contractor returns the order form or specific contract and the relevant invoice, indicating the reference number of the Contract and of the order or specific contract to which it refers, a pre-financing payment of 30% of the total value of the order or specific contract shall be made.

For total amounts under € 25.000, there will be no pre-financing.

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
- statements of reimbursable expenses in accordance with Article II.7

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

provided the report has been approved by the Commission.

The Commission shall have 30 days from receipt to approve or reject the report, and the Contractor shall have 10 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 order or specific contract shall be made.

[For Contractors established in Belgium, the orders shall include the following provision: "En Belgique, l'utilisation de ce bon de commande vaut présentation d'une demande d'exemption de la TVA n° 450" or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): "Exonération de la TVA, article 42, paragraphe 3-3 du code de la TVA" or an equivalent statement in the Dutch or German language.]

[For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his 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 euro⁷, 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 Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to 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 G
Unit G4
Rue De Mot 28, 4/37
1040 Brussels
Belgium

Contractor:

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

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Contract shall be governed by 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 Contract 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

⁷ Or local currency where the receiving country does not allow transactions in EUR.

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.11 – OTHER SPECIAL CONDITIONS

VI. I.11.1 PENALTIES

In the event of failure to provide the services by the deadline set in the specific contracts, 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. In that event, the Contractor will be required to reimburse any amount which he received under the contract.

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 time the value of the specific contract.

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

II – GENERAL CONDITIONS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

- II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

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

II.1.8 Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of

the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

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

ARTICLE II. 2 – LIABILITY

- II.2.1** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II. 3 - CONFLICT OF INTERESTS

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

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation

which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

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

II.3.3 The Contractor declares:

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

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

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

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

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

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

II.4.2 Interim payment:

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

- an interim technical report in accordance with the instructions laid down in Annex I;

- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

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

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

II.4.3 Payment of the balance:

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

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

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

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of

further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

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

ARTICLE II. 6 – RECOVERY

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

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

II.6.3 In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the 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 that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2 Travel and subsistence expenses of the contractor or its subcontractors shall not be reimbursed individually; the related costs are covered by the price per person.day for all three tasks. Travel and subsistence expenses of the invited speakers relevant for task 3 – Organisational support shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3 Travel expenses of invited speakers 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 of invited speakers shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

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

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

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the 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.9 shall apply.
- II.10.2** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

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

ARTICLE II. 12 – FORCE MAJEURE

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

ARTICLE II. 13 – SUBCONTRACTING

- II.13.1** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.13.2** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II. 14 – ASSIGNMENT

- II.14.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.
- II.14.2** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II. 15 – TERMINATION BY THE COMMISSION

- II.15.1** The Commission may terminate the Contract, 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 or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

ARTICLE II. 16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 17 – CHECKS AND AUDITS

II.17.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the 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 of the last implementation.

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 of the last implementation.

II.17.3 In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and

Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II. 18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific contracts, or of part thereof.

SIGNATURES

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

For the Commission,
[forename/surname/function]

signature[s]: _____

signature: Fotis Karamitsos,
Director _____

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

Done at [Brussels], [date]

ANNEX I

Tender Specifications Invitation to tender No. TREN/G4/475-1-2008 concerning a

"Framework Contract to provide technical, legal and organisational support for the implementation of the ITS Action Plan"

1. Introduction

This call for tender is launched by the European Commission for the signature of a multiple Framework Contract in succession to be concluded with the three tenderers ranked best when the bids are evaluated.

The Framework contract will be established to assist the European Commission to implement its **Action Plan for the Deployment of Intelligent Transport Systems in Europe** providing a framework for Europe-wide ITS deployment. This Action Plan was adopted on 16 December 2008 (COM (2008) 886) and will cover measures to be carried out in the short and medium term, targeting to

- support the 'Greening of transport'
- improve transport efficiency
- improve road safety and security.

In this ITS Action Plan, the European Commission is defining actions in six priority areas:

1. Optimised use of road, traffic and travel data

This action includes the development of procedures for Europe wide real-time on trip traffic and travel information services such as the provision of traffic information services by the private sector, the provision of traffic regulation related data by the road and traffic authorities, the guaranteed access by public authorities to safety-related information collected by private companies and the guaranteed access of private companies to public data.

Furthermore it includes the optimisation of the collection and provision of road data and traffic circulation plans, traffic regulations and recommended routes for heavy goods vehicles and the development of a set of rules and prescriptions guidelines ensuring the accurate availability of public data for digital maps and their timely updates through the cooperation between Member States and digital maps providers and the definition of specifications and procedures for the free provision of minimum universal traffic information services. The development of national multi-modal door-to-door journey planners will be promoted.

2. Traffic Management on European Transport Corridors and in Conurbations

This action includes the initiation of the development of a set of common specifications and rules for the continuity of ITS related information flows and interfaces between interurban and urban transport in relation to passengers and freight. The Commission will initiate works with stakeholders on an ITS architecture for urban transport (including travel planning, demand management, payment of parking, road pricing, public transport) and act accordingly. eFreight should be fostered by the identification of relevant services and support measures. The implementation of interoperable electronic toll systems will continue.

3. Road safety and security

The Commission will, in collaboration with the Member States, road authorities and industry, address the further development of safety and security-related systems, will promote their installation in new vehicles (type approval) and will consider, when relevant, the "retrofitting" aspect. Additionally the Commission will, together with stakeholders, elaborate a framework for large-scale implementation of eCall and develop a regulatory framework for a safe on-board human-machine interface including the nomadic devices. Best practice guidelines on the ITS impact on vulnerable road users and the topic of secured parking places will be developed.

4. Better integration of the vehicle into the transport system

This action includes the development of the functional specifications for an open (in-vehicle) platform and will act accordingly in order to use the common functionalities (positioning and time) offered by GALILEO and vehicle-to-infrastructure communications via the ground networks. The platform should enable access to multimodal information. Furthermore, the Commission will initiate works on the evaluation of co-operative vehicle systems and assess the possible alternative deployment strategies for such systems. In parallel, the functional specifications for the infrastructure-to-infrastructure (I2I), the vehicle-to-infrastructure (V2I) and vehicle-to-vehicle (V2V) communication will be defined. The relevant standardisation issues should be addressed.

5. Data security and protection, and liability

The Commission will work with stakeholders to address with highest importance the security of ITS related data and the protection of individuals' data with full regard to Community legislation and the practices in different Member States, and will adopt the suitable measures. The Commission will, together with the stakeholders, address the liability issues pertaining the road information and traffic data, and will adopt the suitable measures.

6. European ITS co-operation and coordination.

The Commission will propose a legal framework for European co-ordination on the Europe-wide deployment of ITS which foresees a European ITS Committee composed of Member States' representatives to assist the Commission. A European ITS Advisory Group composed of representatives of the private sector will advise the Commission on technical and user aspects. Furthermore, the Commission will address the development of an ITS assessment toolkit to support decision makers in their evaluation (impact, cost-benefit, user acceptance and financial) of ITS tools and deployments and propose criteria, such as an ITS infrastructure assessment, as a precondition for EU or even national funding for building or operating infrastructure. A specific platform for urban ITS will be set-up for Member States and regional/local governments.

2. Purpose of the framework contract

The European Commission's Directorate General for Energy and Transport (DG TREN), the contracting authority, is looking for **support in the areas of Intelligent Transport Systems and Services** during the implementation of the ITS Action Plan.

The required support and service, subject of this invitation to tender, comprise the following major tasks:

- Task 1: Technical support
- Task 2: Legal support
- Task 3: Organisational support

The three tasks will be coordinated by a coordinator. The coordinator is member of the bidder consortium highest ranked out of the successful bidders of the framework contract 'in succession'.

The coordinator role includes:

- Acting as the single contact point towards the Commission for all relevant issues regarding the execution tasks within this contract
- Carrying out all coordination and organisation of works within the contracted consortium and to guarantee the necessary level of quality, cost and delivery time of work

Task 1: Technical support

As part of the assignment, the contractor should provide technical assistance on actions and measures during the implementation of the ITS Action Plan.

The support required by the Contracting authority will take especially the following forms:

- Preparation and drafting of procedures, specifications (functional and technical) and guidelines covered by the ITS Action Plan.
- Elaboration of databases, study reports and presentations related to measures covered by the ITS Action Plan
- Elaboration of Draft Impact Assessments on measures covered by the ITS Action Plan
- Preparation, elaboration and compilation of the necessary documentations including technical briefings, presentations and technical conclusions for workshops/meetings and stakeholder conferences
- Assist in the moderation of workshops and specific sessions of conferences.

Task 2: Legal support

As part of the assignment, the contractor should provide legal assistance on actions mentioned in the ITS Action Plan.

The support required by the Contracting authority will take especially the following forms:

- Providing consultancy, conducting studies and elaborating reports and presentations on legal aspects related to measures covered by the ITS Action Plan especially in the assessment of data protection and liability aspects for the priority areas and related measures
- Advising on legal aspects during the elaboration of Impact Assessments on measures covered by the ITS Action Plan

- Preparation, elaboration and compilation of the necessary documentations on legal aspects including briefings, presentations and conclusions for workshops/meetings and stakeholder conferences
- Assist in the moderation of workshops and specific sessions of conferences related to legal aspects.

Task 3: Organisational support

The support required by the Contracting authority will take especially the following forms:

The organisation of about twenty-eight (28) workshops/meetings of one day during the maximum contract duration of 48 months. The expected number of participants per workshop/meeting is estimated to be approx. 50.

The organisation of the workshops/meetings includes:

- Provision of the appropriate venue for the event
- All organisational and logistical aspects such as:
 - Preparation of invitation of participants and speakers
 - Reimbursement of invited speakers' travel and subsistence allowances
 - Provision of a light lunch and two coffee breaks
 - Preparation, provision and dissemination of supporting material such as hand outs
 - Preparation, provision and dissemination of related documentation and minutes

The organisation of four (4) stakeholder conferences of two days during the maximum contract duration of 48 months. The expected number of participants per meeting is estimated to be approx. 250.

The organisation of the stakeholder conferences includes:

- Provision of the appropriate venue for the event
- All organisational and logistical aspects such as:
 - Preparation of invitation of participants and speakers
 - Registration of participants (web based, hosted by the contractor)
 - Reimbursement of speakers' travel and subsistence allowances
 - Provision of a light lunch and two coffee breaks per day of the conference
 - Provision of one dinner in an appropriate venue for the participants
 - Preparation, provision and dissemination of supporting material such as hand outs, conference programmes, list of participants, etc.
 - Interpretation from and to English, French and German
 - Preparation, provision and dissemination of related documentation and minutes

Note:

1. Travel costs of invited speakers have to be reimbursed, where appropriate, in accordance with the special provisions of Articles I.3 and II.7 of the draft contract in Annex 5
2. The venue will be provided by the contractor. All venue expenses are to be included in the contract budget. The workshops/meetings and conferences shall take place in a central location in Brussels outside Commission premises.
3. The exact programme and list of invitees will be defined together with the Commission services.

3.Award procedures

A multiple framework contract "in succession" will be concluded with the three tenderers which have passed the fixed thresholds and are ranked best when the bids are evaluated. By "multiple framework contract in succession" is meant a situation where separated but identical framework contracts are concluded between the Commission and several service providers to ensure that a contract can be performed in succession by one or the other of the Contractors.

If the first Contractor is unable to carry out the work within the time limits set in the request to provide services or in the event of default in respect of the performance of earlier orders, not entailing termination of the contract, the request to provide services will be automatically sent to the second Contractor and, in event that the second Contractor is unable to carry out the work, to the third Contractor.

4.Orders for work

The services which may be requested will, as the need for them arises, be the subject of written requests from the Commission for which the successful tenderer will be required to submit detailed estimates, to be drawn up on the basis of the "person.day" prices proposed when the contract is signed.

After receiving the request for service by the Commission the tenderer will have five (5) working days to inform the Commission if he is able to carry out the requested service and additional ten (10) working days to submit a detailed estimate.

On the basis of the estimates submitted by the successful tenderer, an order may be formally placed by means of an order form signed by a person authorised to act on behalf of the Commission.

5.Duration of the tasks

The framework contract will be concluded for a period of twelve (12) months from the date on which it is signed by the last contracting party. The contract shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3 of the Framework Contract. Renewal does not imply any modification or deferment of existing obligations. The total duration of the framework contract will not exceed forty-eight (48) months.

The tasks will be determined in particular by one or more specific contracts to be signed under the framework contract. The execution of the tasks may not start before the specific contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the specific contract.

6. Place of performance

The tasks will be performed on the Contractor's premises. However, meetings between the contractor and the Commission will be held on Commission premises in Brussels. Meetings, workshops and conferences involving the Commission services, public and/or private stakeholders will be held in a central location in Brussels outside the Commission premises.

7. Estimate of the amount of work involved

The amount of work involved to carry out this contract is assessed at:

Task 1, Technical support

For a duration of 48 months:

- 480 person.days Technical Senior expert level and
- 960 person.days Technical expert level

Task 2, Legal support

For a duration of 48 months:

- 120 person.days Legal Senior expert level and
- 240 person.days Legal expert level

Task 3, Organisational support:

For a duration of 48 months:

- the organisation and management of about 28 stakeholder meetings/workshops
- the organisation and management of about 4 stakeholder conferences.

The budget ceiling of this framework contract is 2.320.000 EUR.

8. PAYMENT PROCEDURE AND BUDGET

- 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.

- 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.

The award of the contract will be subject to the availability of sufficient funds.

9. PENALTIES

In the event of failure to provide the services by the deadline set in the specific contract 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 order.

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. In that event, the Contractor will be required to reimburse any amount which he received under the contract.

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 order.

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

10. SUSPENSION OF SERVICES

If a Contractor completes work more than five working days later than stipulated in the order form 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 II

Contractor's Tender (No [complete] of [complete])

ANNEX III

SPECIFIC CONTRACT No [complete]

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 Fotis Karamitsos, Director in the Directorate-General for Energy and Transport, Directorate G – Maritime transport, Galileo & Intelligent transport

of the one part,

and

[official name in full]

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

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

[official address in full]

[VAT registration number]

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

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

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

III.1.2 The subject of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the Framework Contract.]

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

ARTICLE III.2: DURATION

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

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

ARTICLE III.3: PRICE

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

III.3.2 In addition to the price [*no reimbursable costs are foreseen*][*costs up to an amount of EUR ... will be reimbursed according to the provisions of the Framework contract*]

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

ARTICLE III.4: ANNEXE[S]

Annex A - Resources allocated

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 IV

Daily allowances for the Member States of the European Union :

DESTINATION		Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
FR	EN	Daily allowance in EUR	Maximum hotel price in EUR
Allemagne	Germany	93	115
Autriche	Austria	95	130
Belgique	Belgium	92	140
Bulgarie	Bulgaria	58	169
Chypre	Cyprus	93	145
Danemark	Denmark	120	150
Espagne	Spain	87	125
Estonie	Estonia	71	110
Finlande	Finland	104	140
France	France	95	150
Grèce	Greece	82	140
Hongrie	Hungary	72	150
Irlande	Ireland	104	150
Italie	Italy	95	135
Lettonie	Latvia	66	145
Lituanie	Lithuania	68	115
Luxembourg	Luxembourg	92	145
Malte	Malta	90	115
Pays-Bas	Netherlands	93	170
Pologne	Poland	72	145
Portugal	Portugal	84	120
République tchèque	Czech Republic	75	155
Roumanie	Romania	52	170
Royaume-Uni	United Kingdom	101	175
Slovaquie	Slovakia	80	125
Slovénie	Slovenia	70	110

Suède	Sweden	97	160
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Daily subsistence allowances for countries outside the European Union (in Euro)

DESTINATION		Indemnité Journalière	Plafond Hôtel
FR	EN	Daily allowance €	Maximum hotel price €
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
Burkina Faso	Burkina Faso	55	90
Burundi	Burundi	50	115
Caimans, 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	USA (New York)	100	275

York)			
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	Papua New Guinea	55	135

Nouvelle Guinée			
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
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
Autres pays	Other country	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.

