

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

INVITATION TO TENDER NO. MOVE/E2/2012/470-1

concerning

A FRAMEWORK SERVICE CONTRACT

**to provide expertise and managerial, logistical and technical support to the
implementation of the Single European Sky in South East Europe**

(ISIS II Programme)

TABLE OF CONTENTS

I	Specifications
I.1	Introduction
I.2	Purpose of the Framework contract
I.3	Duration of the tasks
I.4	Orders for work
I.5	Place of performance
I.6	Estimate of the amount of work involved
II	Terms of contract
II.1	Terms of payment
II.2	Financial guarantees
II.3	Subcontracting
II.4	Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)
III	Form and content of the tender
III.1	General
III.2	Structure of the tender
III.2.1	<i>First section: administrative proposal</i>
III.2.2	<i>Second section: Technical proposal</i>
III.2.3	<i>Third section: Financial proposal</i>
IV	Assessment and award of the contract
IV.1	Exclusion criteria – (exclusion of tenderers)
IV.1.1	<i>Exclusion criteria (Art. 93 of Financial Regulation)</i>
IV.1.2	<i>Other cases of exclusion (Art. 94 of Financial Regulation)</i>
IV.1.3	<i>Evidence to be provided by the tenderers</i>
IV.1.4	<i>Administrative and financial penalties</i>
IV.2	Selection criteria – selection of tenderers
IV.2.1	<i>Economical and financial capacity – References required</i>
IV.2.2	<i>Technical and professional capacity – References required</i>
IV.3	Evaluation of tenders - Award criteria
IV.4	Information for tenderers
V	Annexes

1. SPECIFICATIONS

1.1. Introduction

The European Common Aviation Area (ECAA) agreement signed in 2005 allows full participation in one of the key areas of the single market and provides an example and an incentive for further economic integration of the partner country with the European Union. As a key pillar of the Union's air transport policy and beyond, the ECAA agreement ensures legal certainty of existing bilateral agreements, as well as for the negotiation of comprehensive air transport agreements with key global partners of the EU. The creation of the ECAA also complements the broader objectives of the European Neighbourhood Policy (ENP), through which the Community promotes stability, security and sustainable development both within and outside EU.

In that context, the support to the extension of the Single European Sky (SES) to neighbouring States is an integral part of the European Union policies that shall contribute to reinforce the partnership between the EU and the countries of South East Europe. The SES legislation has therefore been naturally considered as an important element of the ECAA agreement. In addition, the **Single European Sky's** Framework Regulation 549/2004¹ gives to the European Community the responsibility "to aim at and support the extension of the single European sky to countries which are not members of the European Union". To that end, the regulation stipulates that the European Union has to endeavour within the framework of agreements concluded with neighbouring third countries to extend the scope of the SES Regulation to those countries.

The first Implementation of Single Sky In South East Europe Programme (ISIS Programme) is an initiative of the European Commission and the Stability Pact for South East Europe developed in the framework of the extension of the Trans-European networks to South East Europe and in support to the ECAA agreement. It is intended for the benefit of Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Montenegro, Serbia, and the Former Yugoslav Republic of Macedonia, Kosovo². The ISIS Program is supported politically by the Regional Cooperation Council, the International Civil Aviation Organisation (ICAO) and the North-Atlantic Treaty Organisation (NATO).

A better integration of national networks will foster regional cooperation and integration not only between the EU and its neighbours, but also between the countries of the Region themselves. In consequence, the ISIS Programme will lead to equally high standards in terms of safety and security across Europe, the Associated Parties having accepted to align their national aviation legislation to the EU legislation in the area of air traffic management. It will

¹ EC Regulation 549/2004 - Article 7 - **Relations with European third countries:** The Community shall aim at and support the extension of the single European sky to countries which are not members of the European Union. To that end, it shall endeavour, either within the framework of agreements concluded with neighbouring third countries, or within the context of Eurocontrol, to extend the scope of this Regulation, and of the measures referred to in Article 3, to those countries.

² This designation is without prejudice to position and status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo Declaration of Independence

also significantly contribute to provide a high level of standards of service provision and safety for all the airspace users flying in the area.

Results and need for further continuation: The benefit of the first ISIS programme is demonstrated by the strong progress made by beneficiaries as regards both the transposition of EU legal acts and NSA capacity building; in particular it is worth noting the overall contribution of these efforts allowing Croatia to meet the criteria for becoming the next EU Member State.

The ISIS II Programme aims therefore to further support and sustain the extension of Single European Sky to the South East of Europe. It also aims to enhance the interconnection of the air navigation network infrastructures and services and to align rules and standards.

In addition to the continuing extension and implementation of EU legislation, the ISIS II Programme will reflect the new objectives of the Single European Sky such as performance target and cross-border activities generated by the establishment and the functioning of Functional Airspace Blocks (FAB).

Achieving the criteria of the SES regulations reflects the willingness of the countries of South East Europe to move beyond the traditional national approach to air traffic management towards a more integrated European perspective. Preparation for integration into European structures and ultimate membership into the European Union, through adoption of European standards, is the challenge ahead. The proposed support program of the EC to assist the countries of South East Europe in their efforts to adopt SES standards shows the continuity of the perspective initially given by the EC during the EU-Western Balkan Summit in Thessaloniki in 2003.

1.2. Purpose of the Framework contract

The purpose of this Framework Contract is to provide the expertise and the technical, managerial and logistical support to the implementation of the SES legislation in South East Europe.

Under the Framework Contract the services to be provided shall aim to provide an efficient and timely support in Brussels, and shall cover in particular:

- (a) **General support services** to the management structure of the ISIS II Programme covering the Management Committee, Governing Body, Stakeholders and Donors. Typical tasks (list not exhaustive) will be:
- a. Establish and keep updated the overall planning of the Programme;
 - b. Develop and disseminate all the necessary documentation for the meetings;
 - c. Ensure arrangement of venue for the meetings;
 - d. Support in connection with the travel and hotel arrangements for the participants in the meetings;
 - e. Assess the options, risks, and constraints to the development of the roadmap and provide advice on desirable actions to facilitate and to achieve implementation of the process.
 - f. Manage external/internal communication flows information on the Programme.

- g. Provide monthly progress reports;
 - h. Monitor the results obtained in terms of implementation and level of performance, report any difficulties encountered and propose potential corrective actions;
 - i. Provide study to support beneficiaries in achieving certain level of compliance with ECAA Agreement's obligations;
 - j. Support to the chairman of the meeting, develop speakers notes and development of minutes from the meetings;
 - k. Establish and manage the interface to other adjacent Air Traffic Management initiatives;
- (b) **Technical assistance support** comprising of programme management, technical experts and secretarial support. Typical tasks (list not exhaustive) will be:
- a. Identification, handling of the agreement process, and management and planning of the various projects supporting the implementation of the SES in South East Europe;
 - b. Provision of secretary functions for the projects: preparing and reporting the meetings by issuing / collecting working documents, drafting agenda,
 - c. Technical Assistance by providing professional advice and expertise when and as required, including undertaking the relevant studies and analyses;
 - d. Development of the relationship with Stakeholders and other related projects/programmes;
 - e. Provision of facilities in Brussels;
 - f. Organise the training activities, that shall include organising and implementing the required seminars, workshops, study tours, twining arrangements and other necessary events;
- (c) **Organisation support services** to the projects. Typical tasks (list not exhaustive) will be:
- a. Support to the arrangement of Kick-off Meetings for the different projects;
 - b. Arrange the meetings, inviting speakers, development of documentation etc;
 - c. Arrange travels and accommodations for the participants;
 - d. Information – Communication – Dissemination Activities: this includes the establishment and maintenance of a Web site for the project. The Project shall produce regular publications related to the progress of activities, and shall provide ad hoc material for all awareness-raising events;
 - e. Cover of experts travel costs and subsistence;

The contractor shall develop performance indicators that will permit a permanent assessment of the level of advancement of the activities conducted within the Programme, and in particular to determine the compliance between the objectives decided by the Steering Committee and the results obtained by the various projects in terms of SES implementation.

1.3. Duration of the tasks

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

1.4 Specific contracts

Once the Framework Contract has been signed, when the need arises, the Commission will send a request for service to the contractor to submit an offer for carrying out the assignments in Chapter 1.2.

Within 10 Commission working days of a request for services being sent by the Commission to the Contractor, the Contractor shall provide the Commission with a written offer for the tasks required. This offer shall detail the methodology, the deliverables, the composition of the team, the duration of the work and the total price on the basis of the person-day price as agreed in the Framework Contract. Estimated travel and daily subsistence allowance expenses must be indicated separately. This estimate should be based on Articles I.3.4 and II.18 of the draft framework contract (Annex 6). This estimate will comprise all foreseen travel and will constitute the maximum amount of travel and daily subsistence allowance expenses to be paid for the relevant tasks.

A specific Contract will be signed with the Contractor.

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

The Contractor shall take all the necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract (see Annex 6, Article II.3.1. of the draft Framework Contract). He/she must indicate in the offer if he/she is/was involved in developing voluntary sustainability schemes covering the production of biofuels for third parties at the time of the contract or previously. If so, he/she shall explain why there is no potential conflict of interests or propose an adequate solution to deal with this conflict of interests when that scheme would apply for recognition under Directive 2009/28/EC.

During the validity period of this Framework Contract, the Contractor must declare any changes in their situation regarding the contractual relations referred to in this paragraph.

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 the performance of the assignments and they shall continue to be bound by this undertaking after the completion of these tasks (see Annex 6: Article II.4.1).

The attention of the tenderers is drawn to Article II.14 of the draft Framework Contract: "Termination of the contract by the Commission" (see Annex 6): in particular in case of failure by the contractor to fulfil his/her obligations the Commission may terminate the contract at any time by registered letter without formal notice or payment of any compensation.

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

1.5 Place of performance

The contractor shall have to establish an office in Brussels for the whole duration of the contract. Meetings between the Contractor and the Commission may be held on Commission premises in Brussels. Most of the tasks shall be conducted in the contractor's premises.

In addition, the execution of the many tasks described can, in principle, take place in any EU country or in any of the participating States and organisations which are: Albania, Bosnia & Herzegovina, Bulgaria, FYR of Macedonia, Republic of Montenegro, Republic of Serbia, and Kosovo.

1.6 Estimate of the amount of work involved

The estimate amount of work involved to carry out this contract is assessed for each year at

- 216 men-days for the managerial assistance;
- 150 men days for the administrative, financial and technical assistance.

The total amount for the Framework Contract is estimated at 2.100000 EUR over a period of three years.

I. 7 Reports and documents to produce – Timetable

The contractor will submit a technical final written report to the Commission at the latest one month after the end of the execution of the relevant tasks.

This report should detail the implementation of the specific contract as in requested in the task specifications of the specific contract.

This task is considered to be part of the coordination work of the contractor and will not entitle him for separate reimbursement of this cost.

Two copies of the reports shall be supplied in paper form and one copy in electronic form sent by email, either in MS Word and PDF format (for language requirements see 3.1 below).

2. TERMS OF THE FRAMEWORK 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 framework contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

2.1. Terms of payment

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

2.2. 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 extend (% of the total contract value).

Tenderers must ensure that Article II.20 of the contract (Annex 6) can be applied to subcontractors. Once the contract has been signed, Article II.6 of the above-mentioned contract shall govern the subcontracting.

2.3 Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as partners. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The tenderers should indicate in their offer whether the partnership takes the form of:

a) a new or existing legal entity which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

If the contractor is a grouping or consortium of two or more persons, all such persons shall be jointly and severally liable to the Commission for the fulfilment of the terms and conditions of the contract. Such persons shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission which can be withheld at discretion.

3. FORM AND CONTENT OF THE TENDER

3.1. General

Tenders must be written in **one of the official languages** of the European Union and submitted in **triplicate** (one clearly marked "original" and two copies) as well as a copy of the offer on a CD/DVD. The attention of the tenderers is drawn to the fact that the majority of the deliverables requested under Specific Contracts will have to be submitted in English.

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

The original signature of the single tenderer's or lead partner's authorised representative) (preferably in blue ink) on the administrative identification form (Annex 1) shall be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

3.2. Structure of the tender

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

3.2.1. *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, 3, 4 and 5 as well other evidence required):

- 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 any member of a consortium or grouping) must complete and sign the identification forms in Annex 1 and also provide above-mentioned documents. Subcontractor(s) whose part of a specific contract represents more than 20% of the costs of the services shall also be required to fill in or provide those documents at the latest when submitting an offer for a specific contract. If such sub-contractors are already identified, it is recommended to already submit the documents as part of the offer for the framework contract.

- 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/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

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

If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form on the condition that they confirm that no change in the information already provided as occurred. In case of doubt, we recommend submitting a new form.

- 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/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

In the case of a grouping, this form must be provided by all partners.

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form on the condition that they confirm that no change in the information already provided as occurred, In case of doubt, we recommend submitting a new form.

- Declaration of honour with respect to the Exclusion criteria and absence of conflict of interest (Annex 4)

A document must be filled and signed by (an) authorised representative(s) of all partners.

Subcontractor(s) whose part of a specific contract represents more than 20% of the costs the service shall also be required to fill in or provide those documents at the latest when submitting an offer for a specific contract. If such subcontractors are already identified, it is recommended to already submit the documents as part of the offer for the framework contract.

- Power of attorney (Annex 5) – in case of grouping only

A document must be filled and signed by (an) authorised representative(s) of each partner.

- All the supporting documentation for the purpose of checking the selection criteria (IV.2) should also be submitted under this section

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.

3.2.2. Section Two: Technical proposal

The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to address problems raised in the specifications. Tenderers must present in their bids a proposal on the general methodology and

the organisation of the work they will apply to the possible tasks under the specific contracts.

The level of detail of the tender will be important for the evaluation of the tender.

The award criteria as set out in chapter 4.3 define those parts of the technical proposal to which the tenderers should pay particular attention as they will be the ground for the evaluation of the quality of the proposal.

3.2.3. Section Three: Financial proposal

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

- Tenderers shall specify **one single price per person-day** for all the services combined to be delivered under the tasks of this Framework Contract. The person-day price must be a flat rate

and include all administrative costs, with the exception of travel expenses which will be reimbursed, where appropriate, in accordance with the condition specified in Art. I.3.4 of the draft framework contract. The amount quoted as person-day price will be considered as the financial offer for the purpose of the evaluation of the price element in the **award of the framework contract**. Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.

- **Prices must be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;
- Tenderers shall specify **one single price per person-day** for the all the services to be delivered under the tasks of this Framework Contract. The price per person-day shall be valid for the services delivered under a specific contract. This price must be a flat rate and include all administrative costs, with the exception of travel expenses which will be reimbursed, where appropriate, in accordance with the provisions of Article II.18 of the Framework Contract.
- Prices **shall be fixed and not subject to revision during the two years of duration of the Framework Contract**.

From the beginning of the third year of the Framework Contract, prices may be revised upwards or downwards each time the contract is renewed, where such revision is requested by one of the contracting parties by registered letter no later than 60 days before the anniversary of the date on which the contract entered into force.

The adjustment of prices will be determined by the trend in the harmonised EU-27 consumer price index published by the Publications Office of the European Union in the Eurostat monthly bulletin (Theme 2 – Economy and Finance, Series B, Short-term trends, Euro – "Money, finance and the euro: Statistics") in force in the month in which the revision comes into effect, according to the following formula:

Revision shall be calculated in accordance with the following formula:

Ir

$$Pr = Po (0,2+0,8 —)$$

Io

where:

Pr = revised price;

Po = price in the original tender;

I_o = index for the month in which the validity of the tender expires;

I_r = index for the month in which the revised prices take effect.

4. ASSESSMENT AND AWARD OF THE CONTRACT

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement, under the conditions laid down in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of states which have ratified this Agreement, under the conditions provided for therein.

The procedure for the award of the contract, which will concern only admissible bids (see requirements in the invitation to tender, in particular, regarding the deadline for submission and the presentation of the offers and packaging), 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.

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.

4.1. EXCLUSION CRITERIA (EXCLUSION OF TENDERERS)

4.1.1. Exclusion criteria (Article 93 Financial Regulation³)

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*;

³ 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)

- (c) They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - (d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - (e) They have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
 - (f) They are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation⁴ for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.
2. The cases referred to in point 4.1.1. e), above shall be the following:
- a) Cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) Cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
 - c) Cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
 - d) Cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

4.1.2. Other cases of exclusion (Article 94 Financial Regulation)

1. In accordance with 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;

⁴ 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.

- 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, where such an advantage constitutes an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to performance 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 4.1.1. above for this procurement procedure.

2. As mentioned under section 3.2.1., the 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.

4.1.3. 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. 4.1.1 and 4.1.2). 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 4.1.1 (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 4.1.1 (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 Directorates General in charge of Energy or Mobility 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.

4.1.4. 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.⁵

4.2. 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.

4.2.1. Economic and financial capacity – References required

The tenderer (or, for consortium, total turnover of its members) must have an average annual turnover for the years 2009-2010-2011 of at least 1.4 00.000 EUR.

⁵ 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.

Evidence of this capacity shall be furnished on the basis of the following documents, for each partner:

- Presentation of the profit and loss accounts for the last three years, where publication of this document is required under the company law of the country in which the economic operator is established. The figures to be taken into account must be clearly shown.
- A statement of overall turnover and turnover relating to the relevant services for the last three financial years.

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

Under the same conditions, a consortium of economic operators may rely on the capacities of members of the consortium or of other entities.

4.2.2. Technical and professional capacity – Criteria and References required

- 1) The tenderer shall have the experience in carrying out the requested services: at least two projects during the last three years, similar to those described in Chapter 1.2.
- 2) Tenderers must have
 - -knowledge of relevant Union policies in relation to aviation and air traffic management in particular, and ability to understand Single European Sky legislation and to support its implementation in national law;
 - understanding of research and development activities leading to the development of the future management system (both technical and operational) and knowledge of SESAR;
 - knowledge of relevant policies, structures and activities of International organisations linked to the project like EASA, Eurocontrol, NATO and ICAO in the field of air traffic management;
 - knowledge of civil-military cooperation and coordination in the field of aviation.
- 3) The tenderers must have
 - Working experience of at least 3 years connected to the South East Europe Region as indicated in Article 1.1;
 - in-depth knowledge of the political environment in the ECAA States;
 - ability to liaise with the relevant national civil and military authorities of the countries involved.
- 4) The tenderers must have

- the technical skills and ability (staff and equipment) to perform secretary tasks of international meetings and working group and to conduct long range programs in the field of air traffic management;
 - the ability to provide appropriate premises in Brussels for the ISIS Permanent Secretariat (IPS).
- 5) Fluent written and spoken English for the staff involved in the project is required as well as good knowledge of the regional languages of the ECAA States.

The following documentary proof is requested in order check that the above criteria are fulfilled:

Criterion 1:

A list of the main services, projects and tasks delivered by the tenderers as contractor during the last three years and relevant to this tender, including a description of work together with the total price indication and name of the clients (mention whether is was a public or a private recipient). If part of the work was done by subcontractors of the work was done by subcontractors, tenderers must clearly indicate their own role and contribution from others.

Criterion 2:

Detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, possible research work and publications, linguistic skills, etc.

Criterion 3:

- Detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, possible research work and publications, linguistic skills, etc.
- A list of the main services, projects and tasks delivered by the tenderers as contractor during the last three years and relevant to this tender, including a description of work together with the total price indication and name of the clients (mention whether is was a public or a private recipient). If part of the work was done by subcontractors of the work was done by subcontractors, tenderers must clearly indicate their own role and contribution from others.

Criterion 4:

- A report of the average annual staff in the last three years and the number of staff at senior and junior level.
- Detailed curriculum vitae of those team members proposed to be directly in charge of dealing with the Commission services, including his or her professional

- experience, educational background, degrees and diplomas, linguistic skills, possible research work and publications, etc.
- Tenders from consortiums of undertakings or groups of service providers must specify the title, the role and the experience of each of the members of the consortium or group.
- List of the most important technical equipment and material available to the tenderer to deliver the services relating to this call for tenders.
- List of the services to be provided by the tenderer directly and those which may be subcontracted.
- Description of the subcontractors already selected by the tenderer which may be regularly used for certain types of work.
- Description of the measures taken by the tenderer to ensure quality control of the services provided.

Criterion 5:

Description of the language abilities of the tenderer. The tenderer must demonstrate their fluent command of English language and their capacity to ensure language coverage of the regional languages of the ECAA States.

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

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

Under the same conditions, a consortium of economic operators may rely on the capacities of members of the consortium or of other entities.

4.3. 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.

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

N°	Award Criteria	Weighting
1	Completeness, clarity and presentation of the tender	15 %
2	Understanding This criterion serves to assess whether the tenderers have fully understood the needs and objectives of the tender, with special focus	25 %

	on the support to the ISIS II Programme.	
3	<p>Working method</p> <p>This criterion serves to assess the approach and methodology for undertaking the different technical, administrative and managerial tasks which may be entrusted to the contractor.</p>	35%
4	<p>Project management and allocation of resources</p> <p>This criterion relates to the quality of project planning, allocation of resources and organisation of the team to cope with and fulfil the obligations of the contract.</p>	25%
Total number of points		100

b) Total price

The contract will be awarded to the tender that offers the best ratio quality/price.

4.4. 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.

5. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Power of attorney (mandate in case of joint offers)
6. Draft Service Framework 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 No []

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) ⁶	
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:	

⁶ For natural persons

Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	
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 organisation⁷ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁷ 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"/> POSTCODE <input type="text"/>
COUNTRY	<input type="text"/> VAT NUMBER <input type="text"/>
CONTACT PERSON	<input type="text"/>
TELEPHONE	<input type="text"/> FAX <input type="text"/>
E - MAIL	<input type="text"/>

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

REMARKS :

<u>BANK STAMP + SIGNATURE of BANK REPRESENTATIVE</u> <u>(Both Obligatory)</u>
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<u>DATE + SIGNATURE of ACCOUNT HOLDER :</u> <u>(Obligatory)</u>
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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 Regulation⁸, 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

⁸ 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.

Title

Signature:

ANNEX 5

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor

9

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

⁹ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

Signed in on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature: