TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. MOVE/E1/2012-318 concerning Framework contract to provide support for the further development of EU air transport policy in relations with third countries and within the internal air transport market.
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I. SPECIFICATIONS

I.1. Introduction

The so-called “open skies” judgements of 5 November 2002 of the Court of Justice of the European Communities (Cases C-466/98, C-467/98, C-468/98, C-469/98, C-471/98, C-472/98, C-475/98, C-476/98), marked the start of EU external aviation policy. From a legal viewpoint, the “open skies” judgements mean that Member States cannot act in isolation when negotiating international air service agreements; henceforth these services will need to be treated as a subject of common interest in an overall EU context.

To that end, the Council Conclusions of June 2005 on the development of the Community’s external aviation policy established the roadmap and the main guiding principles for the Community’s external aviation policy\(^1\), which consists of three pillars:

- Bringing the bilateral air services agreements into conformity with EU law.
- Building a Common Aviation Area with the neighbouring countries by 2010.
- Entering into ambitious negotiations with key partners, based on a case-by-case assessment of the added value of EU negotiations.

From an economic and political point of view, the introduction of an external aviation policy is underpinned by a desire on the part of the EU to move towards greater flexibility and openness in the area of international civil aviation reform, based on both bilateral and multilateral actions. More specifically, this involves taking steps to ensure that agreements are not only developed between Member States and third countries but wherever appropriate between the EU and those countries, on the basis of creating new economic opportunities, such as promoting investment and market access, and produce positive effects not only for the users of air transport, but also for the operators and other stakeholders.

Regulation 1008/2008 on common rules for the operation of air services in the Community ("the Air Service Regulation") replaced the "Third Package" (Regulations 2407/92, 2408/92 and 2409/92) as of 1 November 2008. Simplifying and updating the text of the Third Package, the Air Service Regulation now provides the economic framework for air transport in the EU setting out the rules on the grant and oversight of operating licences of EU air carriers, market access, aircraft registration and leasing, public service obligations, traffic distribution between airports and pricing.

Against this background, the European Commission is planning to conclude a new multiple framework contract with reopening of competition relating to the provision of analyses of the legal and socio-economic aspects of the development of the EU’s bilateral and multilateral relations with third countries in the air transport sector, including inter alia regulatory and technical cooperation with third countries in the areas of safety, security, air traffic management or competition policy as well as the opening up of current aeropolitical restrictions in bilateral air service agreements. In addition, provision of analysis on the developments within the internal market is included. The current framework contract has included studies such as: "Study on the economic benefits of A Common Aviation Area Agreement between the EU and the Republic of Azerbaijan", "International aviation policy and competitiveness of the EU air transport industry", "Price Transparency provisions in

\(^1\) Based on the Commission’s Communication “Developing the agenda for the Community’s external aviation policy”, COM(2005)79.
Regulation 1008/2008 on common rules for the operation of air services in the EU and other relevant EU legal texts", "Regulation 80/2009 on a Code of Conduct for Computerised Reservation Systems and repealing Council Regulation 2299/89" and "The impact of the air transport market on employment and working conditions".

I.2. Purpose of the contract

The European Commission is launching an invitation to tender for services with a view to concluding a multiple framework contract with reopening of competition valid for a period of one year from the date of signature of the contract and renewable for two further periods of one year.

The services may take the following forms:

(a) Assistance in the legal field

• Analysis of existing bilateral agreements and arrangements between EU Member States and relevant third country(ies).
• Analysis of current market access rules in relevant third country(ies): slot allocation/traffic rights; ownership and control (with particular reference to foreign ownership); anti-trust and competition rules/state aids; air carrier licensing and the charter market - where national policies may vary significantly.
• Analysis of other potential regulatory barriers in relevant third country(ies) (safety, security, environmental, slot allocation, ground-handling, leasing, customs, duties, charges/taxes).
• Analysis of the level of harmonisation of economic and social legislation (in the aviation sector) of third countries with EU law.
• Assessment of the regulatory and aero-political impacts of liberalising agreements between relevant third country(ies) and the EU and assessing the possibilities for achieving a higher degree of regulatory convergence (e.g. safety, security, environment, competition).
• Provide analysis of the implementation of EU legislation, in particular in the field of the internal market.

(b) Assistance in the socio-economic field

• Economic analysis of specific international air transport markets (domestic and international scheduled and non-scheduled air traffic, including the carriage of passengers, freight, and in combination), level of competition, market shares, growth potential, leasing, labour conditions and costs, taxation, airport capacity etc.
• Identification and qualitative and quantitative analysis of the potential economic, social and environmental impacts of aviation agreements opening up existing restrictions on traffic rights and on ownership and control requirements between relevant third country(ies) and the EU (e.g. impacts on air traffic, level of service, prices, labour relations, operators such as airlines and airports as well as on European consumers, greenhouse gas emissions, climate change, noise).
• Assessment of the aeropolitical implications of EU-level aviation agreements with third countries taking into account, inter alia, the expected effect of the proposed agreement considering factors such as possible air carrier consolidation, impact on investment and labour market, regulatory convergence/harmonisation, and the implications for wider EU trade policy.
- Assessment of risks and opportunities for the EU air transport industry with a potential agreement (SWOT analysis - Strengths, Weaknesses/Limitations, Opportunities, and Threats), examining threats and opportunities for EU air carriers, as well as the potential impacts of no further market opening between the EU and the third country concerned, by modelling scenarios for the various strategies available to the EU towards that third country.

- Analysis of the benefits of wider aviation cooperation between the EU and third countries with the identification of key future opportunities and impediments/restrictions, such as cooperation in the aerospace industry or in developing new technologies for air navigation services.

- Assistance in the social field (e.g. working time, recognition of qualifications, immigration and visa requirements).

- Advise on effective measures to address distortions of competition by direct and indirect government subsidies and support provided in third countries.

- Analysis of the developments in aviation within the EU, including the effects of liberalisation, the social dimension, passenger rights and any other subject which has an impact on the EU single air transport market.

- Statistical data to support findings using various data such as fares, schedules (for example OAG) and traffic flows by origin and destination (O&D from MIDTs).

The precise object of the assessments and analyses required by the Commission, including the relevant third country(ies) concerned, will depend on the negotiations to be conducted by the EU and the specific needs of the Commission. In addition to the specific tasks outlined above, the contractor(s) will be required to prepare documents setting out and summarising aeropolitical and economic analysis for the purposes of the Commission in its on-going relations with third countries in the field of air transport.

I.3. Place of performance

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

I.4. Award Procedures

A multiple framework contract with reopening of competition will be concluded with a maximum of three tenderers ranked best when the bids are evaluated.

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

2 The Commission, whenever needed for the purpose of the work, provides data collected by Eurostat according Regulation (EC) No 437/2003 of the European Parliament and of the Council of 27 February 2003 on statistical returns in respect of the carriage of passengers, freight and mail by air
Following the conclusion of the framework contracts, the Contracting authority may invite the selected contractors to submit a bid for a specific assignment. For each assignment a specific contract will be concluded, following the evaluation of the respective bids. More information about the Specific Contracts for carrying out an assignment can be found in chapter II.4 and the award procedure is described in chapter IV.4.
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. Estimate of the amount of work involved

The maximum value of the framework contract for three years is 1,450,000.00 EUR. Specific Contracts will not be signed once the budget is exhausted.

II.2. Duration of framework contract

Each 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 agreement. The total duration of the framework contract will not exceed three years from the date it is concluded.

II.3. Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)

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

II.4. Specific Contracts under this Framework contract

Each time the Contracting authority will ask legal or socio-economic assistance an invitation to submit an offer will be sent to all contractors for the specific service (legal or socio-economic).

All contractors will be invited to submit an offer for the services described in the invitation. Within 5 working days, the contractors shall express in writing, by post or e-mail, their availability to carry out the services required.

Within the number of working days specified in the request for services sent by the contracting authority to the contractors, the contractors will provide the Contracting authority with a written offer for the tasks required.
This offer shall detail the methodology, the deliveries, the composition of the team, the duration of work and the total price on the basis of the «person-day» price as agreed in the Framework Contract.

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

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

The contractors shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract (see Annex 6: Article II.3.1. of the draft contract). They must declare in the offer their contractual relations during the last five years with any stakeholders and/or companies directly involved in the programmes, projects and legislative activities, conducted or subcontracted by the Directorate-General Transport and Mobility to be evaluated under this Framework Contract. During the validity period of this Framework Contract, tenderers must declare any changes in their situation regarding the contractual relations referred to in this paragraph.

Tenderers undertake to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the assignments and they shall continue to be bound by this undertaking after completion of the tasks (see Annex 6: Article II.4.1).

The attention of the tenderers is drawn to Article II.14 of the draft 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.

**II.4.1. Reports and documents to produce**

For Specific Contracts under this Framework Contract the specific determine nature of the deliverables and reports required, whether it is to be a full impact assessment of a proposed agreement, or analysis of a third country’s market and so on. Contractors can expect the following reports:

1) an inception report;
2) a progress report (other type of report might be agreed in the specific contracts);
3) a final progress report (other type of report might be agreed in the specific contracts);
4) a new final progress report in accordance with the format established by Commission rules.

The reports shall be supplied in an electronic format, both in MS Word and in PDF format, in English. The reports are addressed to policymakers as an aid to decision-making. They have to be drafted in a proper literate manner and must be fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.), using simple and non-technical language for a non-specialised audience. Technical explanations shall be given in annexes.
In principle, the deadlines set out in the specific contract cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of *force majeure*). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable.

The Commission may publish the results of a study. For this purpose, the tenderer must ensure that no restrictions based on confidentiality and/or intellectual property rights are expected from a third party. Should he intend to use data in a study, which cannot be published, this must be explicitly mentioned in the offer.

**II.4.2. Change in the team**

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

**II.5. Subcontracting**

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

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

Contractors must ensure that Article II.20 of the draft framework 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.

**II.6. Terms of payment**

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

There will be no pre-financing. Interim payment(s) will take place only when intermediary deliverables (progress report) have been foreseen under the specific contract.

**II.7. 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.

II.8. Inadequate performance

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

In general, should the Contractor fail to perform his obligations, the contracting authority may, without prejudice to its right to terminate the Contract, apply liquidated damages, reduce or recover payments in proportion to the scale of the failure.

With reference to penalties mentioned further under section IV.1.4., Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 10 % of the total value of the specific contract in question. That rate may be increased to 20 % in the event of a repeated infringement within five years of the date referred to in the first subparagraph.

Should it appear that a contractor is repetitively unable to make offer or its performance is repetitively of poor quality (non-acceptance by the contracting authority of a deliverable after the 2nd presentation) or delayed, this will be considered as a breach of its obligations under the framework contract and the contracting authority may either suspend this framework contractor for a given period from receiving any requests for services or, ultimately, terminate the framework contract in line with the provisions of the General Conditions.

Compensation and/or penalties foreseen under the Contract, whether for inadequate quality of work or delays in implementation, may apply cumulatively.

III. FORM AND CONTENT OF THE TENDER

III.1. General

Tenders must be written in one of the official languages of the European Union and submitted in triplicate (one clearly marked "original" and two copies) as well as a copy of the
offer on a CD-Rom. 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). 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.

The original signature of the single tenderer's or lead partner's authorized 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.

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, 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 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.

- **Financial identification** (Annex 2)

The bank identification form must be filled in and signed by an authorized 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:


  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)

  An original should be filled and signed by (an) authorised representative(s) of all partners. Only sub-contractors with a part of the contract above 20% should the sign the form.

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

  An original should 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 clarification or additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

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

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

The award criteria as set out in chapter IV.3 define those parts of the technical proposal to which the tenderers should pay particular attention as they will be the ground for the evaluation of the quality of the proposal.

The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must present in their bids a proposal on the methodology and the organisation of the work to carry out in the framework of the study.

Tenderers must present in their bids, as far as possible, a proposal on the general methodology and the organisation of the work to be applied for assistance in the legal and socio-economic
under the Specific Contracts. The level of detail of the tender will be important for the evaluation of the tender.

In particular, tenderers must prove in the technical proposal that they have adequate analytical capability and legal and socio-economic experience.

### III.2.3. Section Three: Financial proposal

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

- Tenderers must specify the maximum asking **price** by total **person-day** for any type of service requested (legal and socio-economic). The 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 conditions specified in I.3.4 of the draft framework contract. The amount quoted as the maximum 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**. The maximum price per person-day shall be **valid for any services offered under a specific contract, but contractors may apply a lower price per person-day** when bidding for a specific 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 maximum price per person-day** whatever the type of service and qualification is requested. The price per person-day shall be valid for any services offered under a specific contract. This price must be a flat rate and include all administrative costs, **with the exception of travel expenses which will be reimbursed, where appropriate, in accordance with the special provisions of Annex III**.

- **Maximum price per person-day** shall be fixed and not subject to revision during the whole duration of the Framework Contract and any extension.
IV. 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.

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation\(^3\))

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

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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 Regulation for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.

2. The cases referred to in point IV.1.1. e) above shall be the following:

a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);

b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);

c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);


IV.1.2. Other cases of exclusion

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;

- 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 unjustified 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 advantage constitutes an illegal practice or involves corruption, either

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directly or indirectly, inasmuch as it is 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 IV.1.1. above for this procurement procedure.

2. As mentioned under section III.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.

**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 the Directorates General in charge of Energy or Transport and provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Union budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules.\(^5\)

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 – Criteria and references required

The tenderer (or, for a consortium, total turnover of its members) must have an average annual turnover for the the last three financial years of at least half of the amount mentioned under section II.1. 25% of this minimum turnover must be from the lead partner in the case of a consortium.

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 the last three financial 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.

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.

**IV.2.2. Technical and professional capacity – Criteria and references required**

The tenderers provide evidence of their technical and professional competence on the following points:

- The tenderer must be able to display a proven track record in the field and be able to demonstrate a capacity for carrying out studies and impact assessments, conducting research and detailed socio-economic, legal and technical analyses at short notice and to tight deadlines in the areas identified in section I.2 above. In areas where in-house expertise is not permanently available, companies must be able to demonstrate a capacity to recruit or sub-contract additional experts with a proven track record.

- The tenderer should be able to demonstrate a good understanding and substantial expertise in the field of international aviation across a broad range of countries, and the ability to provide a wide geographical coverage.

- Linguistic knowledge (in particular demonstrating that the tenderer can guarantee a high standard of spoken and written English, which will be the main working language);

Evidence of this capacity shall be furnished on the basis of the following documents:

- list of the main services and tasks delivered by the tenderer during the last 3 years with the sums, dates and recipients, public or private. In the case of framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered;

- A report of the average annual staff in the last three years and the number of staff at senior and junior level, broken down by managerial level, data handling, surveying, research, economic, legal and statistical analyst staff;

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

If several service providers/subcontractors are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them. Each expert not employed by the tenderer has to provide a declaration that he/she is willing to participate in the execution of the tasks defined in this framework Contract in the team of the tenderer.

The CVs shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.
IV.3. EVALUATION OF TENDERS – AWARD CRITERIA FOR THE FRAMEWORK CONTRACT

The 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.

IV.3.1. Evaluation of the technical offer

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

<table>
<thead>
<tr>
<th>№</th>
<th>Award Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding of the objective of the tender and presentation</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>The tenderers must prove that they understand the objectives of the tender</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and of the issues involved, with special focus on the specificities of the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>fields concerned and on the functioning of a framework contract with reopening</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of competition. Completeness, clarity and presentation of the tender</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Methodology of work</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>quality of methodologies to be employed, including methodology for impact</td>
<td></td>
</tr>
<tr>
<td></td>
<td>assessments, and multidisciplinary approaches for undertaking the different</td>
<td></td>
</tr>
<tr>
<td></td>
<td>tasks defined in the Terms of reference, methodology utilise information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>sources to collect and analyse data (quality, access, credibility, coverage,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>level of details) necessary to perform the work of wide geographical scope</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Overall framework contract management and work organisation to deliver the</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>work in time:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• rapid response, timely availability of the specific expertise required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• appropriateness and composition of the teams of experts made available for</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the different type of tasks; mechanisms to cover languages required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>quality control, mechanism to guarantee continuous service</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total number of points</td>
<td>100</td>
</tr>
</tbody>
</table>

IV.3.1. Evaluation of the financial offer

The maximum price per person-day will be considered as the financial offer for the tender (as referred to under section III.2.3).

IV.3.2. Award

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

\[
\text{Score for tender } x = \frac{\text{price of lowest tender}}{\text{price of tender } x} \times 0.3 + \frac{\text{total quality score for award criteria for tender } x}{100} \times 0.7
\]

All the bids which reached the minimum technical thresholds will be ranked according to the above formula. The number of awarded tenderers shall not exceed three.

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

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

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

Offers must contain:

a. a technical part, detailing the methodology, the composition and skills of the team and the responsible team leader for the specific assignment taking into account of the technical award criteria as outlined in the present section;

b. a financial part, under the form of a **global price** (“all inclusive” offer).

For information, the composition of the global price shall be detailed as follows:

- **the daily rate** respecting the maximum price per person-day fixed in the framework contract (**can therefore be lower but it cannot be higher**) and total number of days (person/days) each member of staff will contribute to the project;

- the total labour costs (= person-day price x total of man-days);

- other categories of costs, including travel and subsistence costs, indicating the nature of the cost, the total amount, the unit price and the quantity.

The Specific Contract will be awarded according to the criteria given below, on the basis of the most economically advantageous tender (quality/price ratio).
Only bids that have reached a total score of a minimum of 70% and a minimum score of 60% for each criterion will be taken into consideration for awarding the contract.

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

<table>
<thead>
<tr>
<th>№</th>
<th>Award Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Understanding &amp; presentation</strong>&lt;br&gt;This criterion serves to assess whether the tenderers have fully understood all the aspects of what is required for the specific contract, as presented in the request for services (terms of reference). Completeness, clarity and presentation of the tender</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td><strong>Methodology</strong>&lt;br&gt;relevance and quality of methodologies to be employed to achieve the tasks and objectives required by the terms of reference, including the methodology to manage information sources and data (quality, access, credibility, coverage, level of details) necessary to perform the work of wide geographical scope</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td><strong>Project management and allocation of resources</strong>&lt;br&gt;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</td>
<td>30</td>
</tr>
</tbody>
</table>

**Total number of points** 100

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

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

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

(a) are subject to a conflict of interest;

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

**IV.5. INFORMATION FOR 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 and absence of conflict of interest)
5. Power of Attorney (mandate in case of joint tender)
6. Draft framework service contract (with Annex I, II, III and IV to the 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  MOVE/E1/2012-318

<table>
<thead>
<tr>
<th>Identity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
</tr>
<tr>
<td>Legal status of the tenderer</td>
</tr>
<tr>
<td>Date of registration</td>
</tr>
<tr>
<td>Country of registration</td>
</tr>
<tr>
<td>Registration number</td>
</tr>
<tr>
<td>VAT number</td>
</tr>
<tr>
<td>Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance)(^6)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of registered office of tenderer</td>
</tr>
<tr>
<td>Where appropriate, administrative address of tenderer for the purposes of this invitation to tender</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname:</td>
</tr>
<tr>
<td>First name:</td>
</tr>
<tr>
<td>Title (e.g. Dr, Mr, Ms):</td>
</tr>
<tr>
<td>Position (e.g. manager):</td>
</tr>
<tr>
<td>Telephone number:</td>
</tr>
<tr>
<td>Fax number:</td>
</tr>
<tr>
<td>E-mail address:</td>
</tr>
</tbody>
</table>

\(^6\) For natural persons
<table>
<thead>
<tr>
<th><strong>Legal Representatives</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Names and function of legal representatives</strong>&lt;br&gt;and of other representatives of the tenderer who are authorised to sign contracts with third parties</td>
</tr>
</tbody>
</table>
| **Declaration by an authorised representative of the organisation**

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

<table>
<thead>
<tr>
<th>Surname:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First name:</td>
<td></td>
</tr>
</tbody>
</table>

7 This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.
ANNEX 2

Financial identification form

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

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.
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/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.
ANNEX 4

Declaration of honour with respect to 
the Exclusion Criteria and absence of conflict of interest

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

The undersigned [name of the signatory of this form, to be completed]:

- in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator) or
- representing (if the economic operator is a legal person)

official name in full (only for legal person):

official legal form (only for legal person):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

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

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

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

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

---

8 To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).
e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

**In addition,** the undersigned declares on their honour:

g) they have no 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;

h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

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

j) 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 award of the contract;

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

l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not 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.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name  Date  Signature
ANNEX 5

POWER OF ATTORNEY

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

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.

Signed in …………………………. on [dd/mm/yyyy]

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

9 To be filled in and signed by each of the partners in a joint tender, except the lead partner;
The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Matthew Baldwin, Director in the Directorate-General for Mobility and Transport, Directorate E – Aviation and International Transport Affairs

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 [forename, surname and function.]]

[The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.] of the other part,
HAVE AGREED

the Special Conditions and the following Annexes and Specific Contract:

Annex I – (a) General Conditions
(b) Model Specific Contract

Annex II – Tender Specifications (Invitation to Tender No MOVE/E1/2012-318 of [insert date])

Annex III – Contractor's Tender (No [complete] of [insert date])

Annex IV – Daily allowances

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

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the model specific contract (Annex I)
- The terms set out in the model specific contract (Annex I) shall take precedence over those in the other Annexes.
- The terms set out in the Tender Specifications (Annex II) shall take precedence over those in the Tender (Annex III).
- The terms set out in the Contract shall take precedence over those in the specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the Requests for Services.
- The terms set out in the Requests for Services shall take precedence over those in the specific tenders.

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 for the provision to the Commission of support for the further development of EU air transport policy in relations with third countries and within the internal air transport market.

I.1.2 Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through specific contracts is binding on the Commission.

I.1.3 Once implementation of the Contract has commenced, the Contractor shall provide the services in accordance with all terms and conditions of the Contract;

I.1.4 Multiple framework contract
The Contractor is selected for a multiple framework contract with reopening of competition between maximum of three contractors.

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 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. They shall be executed no later than six months after the Contract to which they refer expires.

I.2.5 Contract renewal
The Contract shall be renewed automatically up to two 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. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICES

I.3.1 The price of services, whatever its nature, shall be calculated on the basis of a maximum fee rate of EUR XXX per person-day. The price indicated in the specific contract covers any fees payable to the Contractor in relation to the vesting of rights in the Union or the Community and where applicable the transfer of rights to the Union or the Community and any use of the results by the Commission.
The maximum amount of the Contract shall be 1,450,000,00 EUR [one million four hundred fifty thousand euros], covering all tasks executed (including the expenditure set out in I.3.4).

I.3.2 Prices shall be expressed in EUR.

I.3.3 Not applicable

I.3.4. In addition to the total price specified in each specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.18, as shall other expenses provided for by the Tender Specifications up to a maximum amount determined in each specific contract. The daily subsistence allowance referred to in Article II.18.4 (d) shall be determined in accordance with Annex IV.

ARTICLE I.4 – PAYMENTS AND IMPLEMENTATION OF THE CONTRACT

I.4.1 Multiple framework contract with reopening of competition

Within the number of working days specified in the request for services sent by the contracting authority to the contractors, the Commission shall receive the specific tender back, duly signed and dated. In the event of failure to observe these conditions the Contractor shall be considered to waive his participation in the specific competition. The Commission may sign a specific contract with the contractor who has submitted the best specific tender on the basis of the award criteria set out in Annex II.

Within 15 calendar days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date indicated in the specific contract.

I.4.2 Interim payment

The Contractor shall submit an admissible invoice, indicating the reference number of the Contract and of the specific contract to which it refers, for an interim payment equal to 30 % of the total price referred to in the relevant specific contract.

Invoices for interim payment shall be admissible if accompanied by a progress report in accordance with the instructions laid down in the relevant specific contract and statements of reimbursable expenses in accordance with Article II.18.

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

Provided the progress report has been approved, the Commission shall have thirty days from the date of receipt of the relevant invoice\(^{10}\) to pay an interim payment.

I.4.3 Payment of the balance

Within sixty days of completion of the tasks referred to in each specific contract, the Contractor shall submit an admissible invoice, indicating the reference number of the Contract and of the specific contract to which it refers, for payment of the balance.

\(^{10}\) The invoice will be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated in Article I.6.
The invoice shall be admissible if accompanied by the final progress report in accordance with the instructions laid down in the relevant specific contract and statements of reimbursable expenses in accordance with Article II.18.

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

Provided the final progress report has been approved, the Commission shall have thirty days from the date of receipt of the relevant invoice to pay the balance.

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[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 (circulaire 2/1978)” 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 (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

**ARTICLE I.5 – BANK ACCOUNT**

Payments shall be made to the Contractor’s bank account denominated in euro\(^{11}\), identified as follows:

Name of bank:
Address of branch in full:
Exact designation of account holder:
Full account number including codes:
[IBAN\(^{12}\) code:]

**ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract or to its implementation shall be made in writing in paper or electronic format 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.

Electronic communication must be confirmed by paper communication when requested by any of the parties. The parties agree that paper communication can be replaced by electronic communication with electronic signature.

Communications shall be sent to the following addresses:

Commission:

\(^{11}\) Or local currency where the receiving country does not allow transactions in EUR.

\(^{12}\) BIC or SWIFT code for countries with no IBAN code
ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

I.7.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Director of the Shared Resource Directorate MOVE/ENER acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

ARTICLE I.9 - USE OF THE RESULTS

I.9.1 Modes of exploitation

All studies/analysis/elaborations/thesis/materials/reports, dramatic, musical, architectural, cinematographic or other artistic work, performance, scientific work, broadcasts, designs, drawings, website layout or content, computations, documented data, database format and data, methods of creation, industrial design, discoveries produced within this Contract and for which the rights vest in the Union and thereby the Union has acquired the ownership in accordance with Article II.10 may be used in the following way:

[i] distribution:
- publishing in paper copies
- publishing in electronic form as downloadable/non-downloadable file
- making available on internet
- broadcasting
• public presentation or display
• communication through a press information services,
• inclusion in widely accessible databases or indexes
• in any form and by any method existing at this date and in the future
• giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents

ii) storage:
• in paper format
• in electronic format
• in original format (sculpture, maquette etc.)

iii) archiving in line with the applicable document management rules

iv) modifications made by the Commission or by a third party:
• shortening
• making a summary
• modification of the content
• technical changes to the content:
  o necessary correction of technical errors
  o adding new parts or functionalities
  o changing functionalities
  o providing third parties with additional information concerning the result (e.g. source code)
• addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.,
• preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
• extracting a part or dividing into parts
• use of a concept or preparation of a derivate work
• digitisation or converting the format for storage or usage purposes
• translate, subtitle, dub

v) language versions:
• working languages of EC
• official languages of EU
• languages used within EU
• languages of candidate countries
• [other languages]

vi) use for own purposes:
• making available to the staff of the Commission
• making available to the persons and entities working for the Commission or cooperating with it, including: contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions
• installing, uploading, processing
• arranging, compiling, combining, retrieving
• making a copy, reproducing

vii) allow use of results by third parties:
• for commercial or non commercial purposes,

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In case of Contracting Authority different from the European Commission the legal base may be different.
There may be further specified in the Specific Contract.

Where the Commission becomes aware that the scope of modifications exceeds the scope envisaged in the Contract the creator shall be consulted. The creator will be obliged to provide his response within two weeks. He shall provide his agreement including any suggestions of modifications free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

**I.9.2 Pre-existing rights, intermediaries, creators' rights**

Where industrial and intellectual property rights, including rights of ownership and use of the Contractor and third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor shall establish a list which shall specify all pre-existing rights and disclose it to the Commission at the latest when delivering a final result.

All pre-existing rights to delivered results shall vest in the Union and thereby under the terms of the Contract be effectively transferred to the Union, as provided for in Article I.9.1.

The Contractor shall present relevant and exhaustive proofs of acquiring all necessary rights together with delivery of the final report at the latest. The latter should be fulfilled by presentation of the contractors', all subcontractors' intermediating in the transfer of rights and creators' statements prepared in accordance with annex A1 and if requested in the Specific Contract the following possible information and documents:

- Name and version number of the software product
- Title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify origin easily
- Full identity of the author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer
- Copy of the licence to use the product or reference to it
- Agreement transferring the right to the product to the Contractor
- Text of the disclaimer notice
- Statements prepared in accordance with Annex [A2]

In case parts of the results were created by employees of the Contractor, documentary evidence shall be provided as to how the creators' or authors' rights were transferred to the Contractor, i.e. a copy of the relevant agreement or extract from the employment contract should be provided.

**I.9.3 Partial vesting of rights (pre-existing or not pre-existing)**

In case the partial vesting of particular rights to the results was envisaged in the tender specification and the offer, the Contractor shall list precisely at the moment of delivery of the final report at the latest all materials, information, IT tools, methodology and any other results or parts of the result to which third persons have rights, even if originally owned by the Contractor, or for which the right is not to be unconditionally given to the Union. For every listed item the Contractor shall describe precisely the scope of pre-existing rights and not pre-existing rights and the scope and the way, direct or indirect, of the partial vesting and thereby the effective transfer of rights to the Union.
The information obligation refers also to the intention of using any listed item referred to in the first paragraph for which the rights are already entirely or partially owned by the Union. This obligation is in addition to the duty to disclose pre-existing rights referred in Article I.9.2.

I.9.4 Persons depicted in photographs or films [optional clause]
In case natural, recognisable person(s) are depicted in a photograph or film the Contractor shall submit a statement of these depicted persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 2 months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the services ordered before the termination date. Article II.14.4 applies accordingly.

ARTICLE I.11 – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

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

This article is not applicable for contracts not covered by Directive 2004/18/EC and in cases indicated in Article 158a(2) of the rules for the implementation of the Financial regulation (Regulation No2342/2002).

ARTICLE I.12 – INTER-INSTITUTIONAL CONTRACT

I.12.1 This framework contract is inter-institutional. The Commission acts on its own behalf and on behalf of the institutions and bodies referred to in Article 185 of the Financial Regulation ("the contracting authorities") for which it has received power of attorney before framework contract signature. The Commission signs the Contract and possible amendments on behalf of itself and all other contracting authorities.

I.12.2 The Commission is the leading Contracting Authority responsible for the Contract, representing all participating contracting authorities. Each Contracting Authority is responsible for particular specific contracts they award.

I.12.3 In the event of the Contractor having a complaint in relation to the conclusion, execution or termination of an specific contract, the Contractor remains bound to his obligations under the Contract and other specific contracts. Without prejudice to Article 1.7, the Contractor expressly commits not to compensate or suspend the execution of other specific contracts.

ARTICLE I.13 – OTHER SPECIAL CONDITIONS

I.11.1 INADEQUATE PERFORMANCE

Without prejudice to the Commission's right to terminate the Contract, if the Contractor completes work more than ten working days later than stipulated in the Specific Contract or is found to have
executed a Specific Contract inadequately, the Commission reserves the right to suspend the Contract in accordance with Article II.13 and may exclude the Contractor from participation in up to three following competitions for an award of a Specific Contract under this Contract.

**SIGNATURES**

For the Contractor,  
[Company name/forename/surname/function]  
signature[s]: _______________________

For the Commission,  
[forename/surname/function]  
signature[s]:_____________________

Done at [Brussels], [date]  
Done at [Brussels], [date]

In duplicate in English.
ANNEX I (A)

II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS

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 has the professional qualifications and experience required for the execution of the tasks assigned to him.

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

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

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

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

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

II.1.7 In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
II.1.8 Should any unforeseen event, action or omission directly or indirectly hampers 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 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.12.

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.6 but only up to three times the total amount of the Contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or by its employees; the Contractor shall remain liable without any limitation as to the amount of the damage or loss.

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 – CONFIDENTIALITY

II.4.1. 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.4.2. 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.5 - DATA PROTECTION

II.5.1 The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

II.5.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.5.3 Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

II.5.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.
II.5.5 The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
   aa) unauthorised reading, copying, alteration or removal of storage media;
   ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
   ac) unauthorised use of data-processing systems by means of data transmission facilities;

b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;

c) record which personal data have been communicated, when and to whom;

d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;

f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II. 6 – SUBCONTRACTING

II.6.1 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.6.2 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.6.3 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.20.

ARTICLE II. 7 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties before fulfilment of all their contractual obligations. An oral agreement shall not be binding on the contracting parties. A specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II. 8 – ASSIGNMENT

II.8.1 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.8.2 In the absence of such authorisation, 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.9 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION ABOUT THE CONTRACT

II.9.1 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 the Contract, in particular the identity of the Contractor, the subject matter, the duration and the amount paid. Where personal data is concerned, Article I.8 and II.5 shall apply.

II.9.2 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 distribute or publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

II.9.3 Any distribution or publication of information relating to the Contract or use of outcome of the implementation of the Contract and provided as such by the Contractor shall require prior written authorisation from the Commission and, if so requested, shall mention that it was produced within a contract with the Commission. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission’s official position.

II.9.4 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.10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

II.10.1 A result shall be any outcome of the implementation of the Contract and provided as such by the Contractor.

A creator shall be any person who contributed to production of the result.

Pre-existing intellectual property rights, sometimes referred to as background technology, are any industrial and intellectual property rights which exist prior to the contract being entered into and include rights of ownership and use of the Contractor, the Commission and any third parties ("pre-existing rights").

It shall be a material term of the Contract and of the essence of the Contract that Contractors shall be under a duty to provide a list of pre-existing rights at the date of delivery of the final result the latest.

II.10.2 The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the Contract, shall be irrevocably and fully vested to the Union, which may use them as described in the Contract. All the rights shall be vested on the Union from the moment the results were delivered and accepted by the Commission.

For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the Union.

The payment of the fee under Article I.3 is deemed to include all forms of use by the Union of the results as set out in Article I.9.

The above vesting of rights in the Union under this Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.
II.10.3 Any intermediary sub-result, raw data, intermediary analysis made available to the Commission by the Contractor cannot be used by the Union without written consent of the Contractor, unless the tender specification explicitly provides for it to be treated as self-contained result.

II.10.4 The Contractor retains all right, title and interest in pre-existing rights not fully vested into the Union in line with Article I.9.2, and hereby grants the Union for the requested period a licence to use the pre-existing rights to the extent necessary to use the delivered results.

II.10.5 The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Commission. This does not concern the moral rights of natural persons and rights referred to in Article II.10.4.

II.10.6 The Contractor shall clearly point out all quotations of existing textual works made by the Contractor. The complete reference should include as appropriate: name of the author, title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify the origin easily.

II.10.7 The Contractor shall clearly indicate all parts to which there are pre-existing rights and all parts of the result originating from external sources: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form).

For non-textual results or results provided in electronic form only, the description, instruction or information document shall list all parts coming from external sources: IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

II.10.8 If the Commission so requires, the Contractor shall provide proof of ownership or rights to use all necessary rights to the materials referred to in Article II.10.7.

II.10.9. By delivering the results the Contractor confirms that the creators undertake not to oppose their names being recalled when the results are presented to the public and confirms that the results can be divulged.

The Contractor shall possess all relevant agreements of the creator and provide proof by way of documentary evidence.

II.10.10. By delivering the results the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that he possesses the relevant rights or powers to execute the transfer. He also warrants that he has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

II.10.11. The Contractor shall indemnify and hold the Union harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the Union's use of the works and in relation to which the Contractor has granted the Union user rights.

ARTICLE II. 11 – FORCE MAJEURE

II.11.1 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.11.2 Without prejudice to 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.11.3 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.11.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II. 12 – 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 per calendar day of delay according to the following formula:

\[ 0.3 \times \left( \frac{V}{d} \right) \]

*V* is the price of the relevant purchase;

*\(d\)* is the duration specified in the relevant specific contract expressed in days.

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. 13 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, where the Contract is subject to substantial error, irregularity or fraud the Commission may suspend execution of the Contract, pending 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 shall as soon as possible give notice to the Contractor to resume the service suspended or inform that it is proceeding with contract termination. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the specific contracts, or of part thereof.

ARTICLE II. 14 – TERMINATION BY THE COMMISSION
II.14.1 The Commission may terminate the Contract, a pending specific contract in the following circumstances:

(a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

(c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;

(d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

(e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;

(f) where the Contractor is in breach of his obligations under Article II.3;

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

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

(i) where execution of the tasks under a pending 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;

(l) when due to the termination of the contract with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

II.14.2 In case of force majeure, notified in accordance with Article II.11, 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.14.3 Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

14 This period can be modified in the Special Conditions depending on the nature of the contract.
Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.14.4 Consequences of termination

In the event of the Commission terminating the Contract or a pending 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 service. 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 it has under the Contract.

ARTICLE II.14a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities of fraud.

ARTICLE II. 15 – INVOICING AND PAYMENTS

II.15.1 Pre-financing guarantee

Where required by Article I.4 or if the pre-financing is over €150 000, 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) 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 service rendered 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 guarantee shall be retained until the pre-financing has been cleared against interim payments or payment of the balance to the Contractor. It shall be released the following month or, in the absence of such clearing, four months after the issuance of a corresponding debit note. The cost of providing such guarantee shall be borne by the Contractor.

II.15.2 Interim payments and payment of the balance
Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

At the end of each of the periods indicated in Annex II the Contractor shall submit to the Commission an invoice accompanied by the documents provided for in the Special Conditions.

If providing a progress 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 progress report.

Approval of the progress report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Where the Commission requests a new progress 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 progress report shall likewise be subject to the above provisions.

II.15.3. Payment currency and costs

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

- costs of dispatch charged by the bank of the Commission are borne by the Commission,
- cost of receipt charged by the bank of the Contractor are borne by the Contractor,
- all costs of repeated transfer caused by one of the parties are borne by the party who caused repetition of the transfer.

**ARTICLE II. 16 – GENERAL PROVISIONS CONCERNING PAYMENTS**

II.16.1 Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.16.2 The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his invoice is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. The Commission may proceed with further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the invoice is admissible.

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

II.16.3 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. 17 – TAXATION

II.17.1 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.17.2 The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

II.17.3 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.17.4 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. 18 - REIMBURSEMENTS

II.18.1 Where provided by the Special Conditions or by Annex II, 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.18.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.18.3 Travel expenses shall be reimbursed as follows:

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

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

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

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

II.18.4 Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

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

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

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

d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

II.18.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

II.18.6 Conversion between the euro and another currency shall be made using the daily euro exchange rate published in the C series of the Official Journal of the European Union of the day on which the expense was made or, failing that, at the monthly accounting rate established by the Commission and published on its website.
ARTICLE II. 19 – RECOVERY

II.19.1 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.19.2 In the event of failure to pay by the deadline specified in the debit note, the sum due shall bear interest at the rate indicated in Article II.16.3. 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.19.3 The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union or the European Atomic Energy Community that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II. 20 – CHECKS AND AUDITS

II.20.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.

II.20.2 The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.

II.20.3 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.
ANNEX I (B)

Model of Specific Contract

SPECIFIC CONTRACT No MOVE/E1/2012-318/XX/XX
(NB: to be completed with [Sincom number])

Under Service Framework Contract N° MOVE/E1/2012-318

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

of the one part,

and

[official name in full]
[official legal form] 15
[statutory registration number] 16
[official address in full]
[VAT registration number]

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

[The parties identified above and hereinafter collectively referred to as ‘the Contractor’ shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.]

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.]

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

16 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.
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]17 [on [insert date] if it has already been signed by both contracting parties].

III.2.2 The duration of the execution of the tasks shall not exceed [complete] [days/months]. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from [the date of entry into force of this specific contract] [insert date]. 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 price to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

This price also covers any fees payable to the Contractor in relation to the vesting of rights in the Union and where applicable the transfer of rights to the Union and any use of the results by the Commission.

III.3.2 In addition to the price [no reimbursable expenses are foreseen.] [expenses up to the amount of EUR [amount in figures and in words] will be reimbursed according to the provisions of the Framework contract].

***

[For Contractors established in Belgium, the provisions of this specific 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 (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

ARTICLE III.4: PERFORMANCE GUARANTEE

Not applicable

ARTICLE III.5: USE OF RESULTS

[Not applicable] or

17 As a rule the Commission signs last. In this case, the Contractor should be duly informed of the date on which the specific contract enters into force.
ARTICLE III.6 : ADMINISTRATIVE PROVISIONS

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

For the Commission:

- Administrative and technical questions:
  
  Mr/Ms ………
  European Commission
  Directorate-General for […]
  Unit ………
  DM ………
  B – 1049 Brussels

For the Contractor:

Mr/Ms ………

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

ARTICLE III.7 : CHANGES IN THE TEAM

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

ANNEXES

Annex A1 - Statement of Contractor concerning right to delivered result
Annex A2 - Statement of creator / intermediary in delivery
Annex B – Request for service
Annex C - Contractor’s Specific Tender (no [complete] of [insert date])
Annex D - Journeys agreed by the Commission

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 A1

Statement of Contractor concerning right to delivered result

[Option 1: general statement - low risk situations, e.g. limited use of the results]

I, [insert name of the authorised representative of the Contractor] representing [insert name of the Contractor], party to the Contract [insert title and/or number of the contract] warrants that the Contractor holds full right to the delivered [insert title and/or description of result] which is free of any claims, including claim of the creators who transferred all their rights and [were fully paid] [will be paid as agreed within [complete] weeks from [delivery of this statement.] [receipt of confirmation of acceptance of the work].

[Option 2: detailed statement - higher risk situations, e.g. extensive use of the results]

I, [insert name of the authorised representative of the Contractor] representing [insert name of the Contractor], party to the contract [insert title and/or number of the contract] warrants that [, except for [the parts listed in [complete by reference to the Tender Specification and/or offer]] [or list parts for which rights are not transferred],]¹⁸ the Contractor holds a right to the delivered [insert title and/or description of result] which is/are free of any claims of third parties.

Work was prepared by [insert names of creators] [, except for [the parts listed in [complete by reference to the Tender Specification and/or offer]] [or list parts that pre-existed and for which rights are not transferred],]¹⁹ is [original and] free of rights of third persons. Creators transferred all their rights to the work (excluding moral rights of natural persons) to [insert name of the entity that received rights from the creators] [through a contract of [insert date] [a relevant extract of which is] herewith attached.

Creators [received all their remuneration on [insert date]] [will receive all their remuneration as agreed within [complete] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].

Date, place, signature

¹⁸ In case not all IP rights were fully transferred

¹⁹ In case parts of the work pre-existed and belonged to third parties
Annex A2

Statement of creator / intermediary in delivery

of the [title of the result]
within the Framework Contract number [complete]
Specific Contract No [complete]
concluded between the European Commission and [name of the contractor(s)]

I, [insert name of the authorised representative of the intermediary] representing [insert name of the intermediary] state that I am the right holder of: [identify the relevant parts of the result] [which I created] [for which I received rights from [insert name]].

I am aware of the above contract, especially Articles I.9, II.10 and point [insert reference] of the Request for Service and I confirm that I transferred all the relevant rights to [insert name].

I declare that [I received full remuneration.] [I agreed to receive remuneration by [insert date]].

[I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.]20

Date, place, signature

---

20 Necessary for creators
ANNEX B TO THE MODEL OF SPECIFIC CONTRACT

Specific Contract N° 20XX/XX/XX

Under Service Framework Contract N° MOVE/E1/2012-318

Terms of reference: task description, schedule, reports, reference documents.
ANNEX C TO THE MODEL OF SPECIFIC CONTRACT

Specific Contract N° 200X/XX/XX

Under Service Framework Contract N° MOVE/E1/2012-318

Contractor's offer including CVs of the team members
ANNEX D TO THE MODEL OF SPECIFIC CONTRACT

Specific Contract N° 200X/XX/XX

Under Service Framework Contract N° MOVE/E1/2012-318

Journeys agreed by the Commission

BUDGET FOR TRAVEL, SUBSISTENCE AND OTHER EXPENSES
For reference please see the stipulations in the framework contract

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<th>Travel Expenses</th>
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<td>Place/Country of Departure</td>
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<th>Subsistence expenses (maximum length of the trip)</th>
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<th>Shipment of equipment or unaccompanied luggage and other expenses agreed by the Commission</th>
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<td>Detailed Description of Expenses</td>
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<th>Total Maximum Budget in EURO</th>
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ANNEX II TO THE FRAMEWORK CONTRACT

Tender Specifications
ANNEX III TO THE FRAMEWORK CONTRACT

Contractor's Tender
ANNEX IV TO THE FRAMEWORK CONTRACT

Daily allowances

Indemnités journalières pour les Etats membres de l’Union européenne

Daily allowances for the Member States of the European Union:

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<tr>
<th>DESTINATION</th>
<th>Indemnité Journalière en EUR</th>
<th>Plafond des frais d’hébergement (hôtel) en EUR</th>
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Maximum hotel price in EUR:
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* ralié géographiquement aux pays correspondants:
- Andorre/Andorra : Espagne/Spain
- Monaco : France
- Saint Marin/San Marino : Italie/Italy
- Vatican : Italie/Italy

Calcul

Le calcul des **Indemnités journalières** (IJ) 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.