TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. SRD MOVE/A2/2013-352 concerning multiple framework contract for the provision of services of legal, economic, technological and operational assistance in the field of aviation security
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I. SPECIFICATIONS

I.1. Introduction

Contemporary aviation security system is very dynamic. Ever changing nature of threats to the civil aviation and new technological solutions require constant evolution of regulatory environment. Therefore the European Commission (referred to as "the Commission"), wishes to have a means of getting objective information on the effectiveness of new legislative initiatives on aviation security, their actual costs, the effects of rulemaking on industry and the passenger, and a means to evaluate new technological solutions or new procedures/processes that can improve on the current solutions to security.

The Commission is launching an invitation to tender for services, comprising two lots, with a view to concluding a **multiple framework contract with reopening of competition** for each of the lots valid for a period of four years from the starting date of the contract.

«Multiple framework contract with reopening of competition» 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.

Following the conclusion of the framework contracts, the contracting authority (the Commission) may invite the selected contractors under a specific lot to submit a bid for a specific assignment. For each assignment a specific contract will be concluded, following the evaluation of the respective bids.

I.2. Purpose of the contract

The purpose of the multiple framework contracts is to provide at short notice the contracting authority with highly qualified external expertise to support with objectivity the contracting authority in the design, preparation and implementation of EU initiatives and legislative proposals in the area of aviation security. The assistance services covered by the tender are divided into two lots in order to group the services requested into coherent batches corresponding to given professional sectors:

- Lot 1: Legal and economic assistance in the field of aviation security
- Lot 2: Technological and operational assistance in the field of aviation security

**Tenders can bid for one or both lots by separate tenders.**

For each lot a «Multiple Framework Contract with reopening of competition» will be concluded with a maximum of five of the best ranked tenders.
I.3. Description of services

The list of services below is not to be considered as exhaustive and users may, although in a limited extent, call on additional expertise falling with the lot concerned. The specific Terms of reference, part of each specific Contract, shall describe the objectives of each individual assignment, the precise nature of the deliverables and reports required.

Lot 1: Legal and economic assistance in the field of aviation security.

European aviation security legislation is characterized by high complexity. It is crucial for the Commission to have solid methodologies and external expertise for evaluating whether or not existing and future European aviation security legislation mitigates risk in a cost efficient manner. The assistance required by the contracting authority may take the following forms:

- Economic analyses and studies concerning the cost and benefits of introducing new technologies or processes
- Analysis of the compatibility of new legislative proposals with European law
- Studies and analyses of the legal and economic aspects of international agreements in aviation security

Lot 2: Technological and operational assistance in the field of aviation security.

The continual and rapid development of technology has the potential to significantly impact aviation security operations. Such new technologies could potentially change airport security processes including staff screening, vehicle and supply inspections, aircraft security, passenger and baggage screening as well as cargo and mail screening. It is essential for the Commission to have the possibility for an objective analysis and evaluation of the effectiveness and efficiency of new technologies. The assistance required by the contracting authority may take the following forms:

- Analyses and studies on technology developments
- Assessment of the efficiency and effectiveness of technologies tested in trial operations
- Assistance with regard to standardisation questions for new technologies

I.4. Language

The communication language between the Commission and the awarded contractors shall be English. The deliverables as such will have generally to be submitted in English.

I.5. 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.
1.6. Duration of the tasks

The framework contract will be concluded for a period of four years from the date on which it is signed by the last contracting party.
II. TERMS OF THE FRAMEWORK CONTRACT

II.1. Estimate of the amount of work involved

For lot 1 the indicative maximum amount is EUR 2,000,000 (up to 4 years). Specific Contracts will not be signed once the budget is exhausted.

For lot 2 the indicative maximum amount is EUR 2,000,000 (up to 4 years). Specific Contracts will not be signed once the budget is exhausted.

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

II.2. Specific Contracts under this Framework Contract

Each time the contracting authority will ask legal, economic, technological or operational assistance an invitation to submit an offer will be sent (by e-mail) to all Contractors for the relevant specific lot. The e-mail will contain a request for service and the related specific terms of reference.

Upon receipt, the Contractors shall send an acknowledgment of receipt and within 5 working days, express their availability to carry out the services required. Within the number of calendar days specified in the request for services\(^1\), the contractors will provide the contracting authority with a written offer.

This offer shall detail the methodology, the deliverables, the composition of the team, the duration of work and the global price (including all expenses, with a labour cost component based on a single «person-day» price which cannot exceed the one agreed in the framework contract).

The offers received will be evaluated based on the award criteria set out under section IV.4. and ranked on the basis of the best value of money principle. A specific contract will then be 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 declaration stating that he/she has no conflict of interest.

The contractors shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the contract (see: Article II.4. of the draft framework contract).

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 not already in the public domain. They shall continue to be bound by this undertaking after completion of the tasks (see: Article II.5).

\(^1\) Between 20 and 40 calendar days depending of the complexity of the subject
The award of the specific contract will be conditioned by the availability of sufficient funds.

II.2.1. Reports and documents to be submitted

For specific contracts under this framework contract the specific contract shall determine the timetable and type of reports to produce. 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 report/study (other type of report might be agreed in the specific contracts);

In principle, the deadlines set out in the specific contracts 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.

Generally, the final format of the studies should be a freestanding 'summary for policymakers' to be made publicly available, supported by a full report. The model cover page for studies to be given by the Commission shall be used by the Contractor. 3 hard copies of the report and summary shall be supplied in paper form, in PDF format as well as MS Word format or in case of data in Excel format and one copy in electronic form (CD-ROM, DVD, USB flash drive or sent by e-mail). The Commission may publish the results of the study. For this purpose, the tenderer must ensure that the study is not subject to any restrictions deriving from intellectual property rights of third parties.

The reports are addressed to EU officials as an aid to decision-making. They have to be drafted in the English in a proper literate manner and must be fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.), using clear and non-technical language for a non-specialised audience. Technical explanations shall be given in annexes.

II.2.2. Schedule for feedback concerning the reports

Draft final reports/study shall be sent to the Commission by the date fixed in the specific contract. The Commission shall be informed of any delay in meeting this deadline. The Commission will have the time specified in the specific contract to make comments and to suggest any amendments to the reports.

On receipt of the Commission’s comments, the Contractor will revise the report and the final report/study will be sent to the Commission within the time specified in the Contract.
II.2.3. **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.3. **Joint tenders**

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

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

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

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney** (Annex 5), signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him 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.4. **Subcontracting**

Subcontracting is permitted. Contractors must state in their offer 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. Framework contractors may not choose subcontractors other than those mentioned in their bids (for the award of the framework contract or of a specific contract) unless they obtain the prior written authorisation of the contracting authority. In the terms of reference for a specific contract, the contracting authority may ask to the bidders to provide as part of their offer a declaration from the sub-contractors stating that they agree to be part of the project and perform the work assigned to them. The overall responsibility for the work shall remain with the contractor.
Contractors must ensure that Article II.18 of the draft framework contract can be applied to subcontractors. Once the contract has been signed, Article II.7 of the above-mentioned contract shall govern the subcontracting.

II.5. Terms of payment

Payments related to specific contracts shall be made in accordance with the provisions specified in the draft framework 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.6. 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 in the last paragraph of the Declaration of honour (Annex 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 can bid for the one or several lots by separate tenders.
- 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 DVD. The attention of the tenderers is drawn to the fact that the majority of the deliverables requested under Specific Contracts will have to be submitted in English.
- Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled). 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 authorised representative (preferably in blue ink) on the administrative identification form (Annex 1) shall be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

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 it is expected that their part of the services won't represent more than 20% of the specific contracts.

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

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

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

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

- **Legal entities (Annex 3)**

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

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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

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

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

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

- **All the supporting documentation** for the purpose of checking the selection criteria (IV.2) have 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

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria as set out in chapter IV.3. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

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

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 shall specify **one single maximum price per person-day** whatever the type of service and qualification requested. The person-day price must be a flat rate and **include all administrative costs (as support costs, insurance, reports, communication costs, contractor's facilities,...)**, with the exception of travel, daily allowances and accommodation costs. 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.

- Price must be quoted **in euros**, including for 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.

- Price should be quoted **free of all duties, taxes and other charges**, i.e. also free of VAT, as the European Union and the European Atomic Energy Community are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union annexed to the Treaty on the Functioning of the European Union and to the Treaty establishing the European Atomic Energy Community. Exemption is granted to the Union and to the Community 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 contracting authority is exempt from VAT.

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

All tenderers shall provide a declaration on their honour (see Annex 4), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 4.

The declaration on honour is also required for identified subcontractors whose intended share of specific contracts is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 4 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.
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.

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

IV.2.1. Economic and financial capacity – Criteria and references required

The tenderer (or, for a consortium, total turnover of its members) must have an annual turnover in each of the last two financial years above 1.000.000€. If the tenderer submits an offer for the two lots, the turnover must be above 2.000.000€.

The following evidence should be provided:

- Copy of the profit & loss account for the last two years for which accounts have been closed.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

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

Tenderers (in case of a joint tender the combined capacity of all tenderers) must comply with the following criteria:

For lot 1:

a. Criteria relating to tenderers

- The tenderer must prove experience in providing legal and economic assistance in the field of aviation security with at least 2 projects delivered in this field in the last three years with a minimum value for each project of € 100.000.

- The tenderer must prove capacity to draft reports in English.
- The tenderer must prove experience in survey techniques, data collection and drafting reports and recommendations.

**b. Criteria relating to the team delivering the service:**

The team available for delivering the service should include, as a minimum, the following profiles:

- at least five experts with a least five years' professional experience in the field of airline and/or airport operations,

- experts in the field of cost-benefit analysis in the area of aviation security.

- experts with professional experience in aviation security legislation.

- a project manager with at least five years experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size and coverage.

- experts in possession of a security clearance issued by one of the EU Member State's appropriate authority that will permit them to handle- and have access to classified information to the level of 'UE Restreint', as set forth in EU Commission Decision 2001/844/EC, ECSC, Euratom.

**For lot 2:**

**a. Criteria relating to tenderers** - The tenderer must prove experience in providing technical and operational assistance in the field of aviation security with at least 2 projects delivered in this field in the last three years with a minimum value for each project of € 100.000.

- The tenderer must prove capacity to draft reports in English.

- The tenderer must prove experience in survey techniques, data collection and drafting reports and recommendations.

**b. Criteria relating to the team delivering the service:**

The team available for delivering the service should include, as a minimum, the following profiles:

- at least five experts with a least five years' professional experience in the field of aviation

- experts with a proven record in the assessment and evaluation of new technologies and new processes in the area of aviation security.
- a project manager with at least five years experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size and coverage.

- experts in possession of a security clearance issued by one of the EU Member State's appropriate authority that will permit them to handle- and have access to classified information to the level of 'UE Restreint', as set forth in EU Commission Decision 2001/844/EC, ECSC, Euratom.

For both lots, the following evidence should be provided to fulfil the above criteria:
- List of relevant services provided in the past three years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that the have been fully completed.
- The educational and professional qualifications of the persons who will provide the service for specific contract under the framework contract (CVs) including management staff.
- List of experts in possession of a security clearance.

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

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

IV.3.1. Evaluation of the technical offer

The technical evaluation, weighted 100 points, will be distributed between four sub-criteria as follows (for both lots):

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<thead>
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<th>Nº</th>
<th>Award Criteria</th>
<th>Maximum points/Weighting</th>
<th>Thresholds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Quality and relevance of the methodology of work (including data collection method) for the case scenario relevant to the lot concerned (see hereafter).</td>
<td>40</td>
<td>24</td>
</tr>
<tr>
<td>2.</td>
<td>Organisation of the work</td>
<td>25</td>
<td>15</td>
</tr>
</tbody>
</table>

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for the different assignments foreseen under the framework contract.

For the case scenario, it also assesses the global allocation of time and resources to the project and to each task or...
deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.

<table>
<thead>
<tr>
<th></th>
<th>Quality control measures</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>This criterion will assess the quality control system applied to the services foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of one member of the team. The quality system should be detailed in the tender and specific to the different types of assignments at hand.</td>
<td></td>
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<table>
<thead>
<tr>
<th></th>
<th>Structure and presentation of the tender</th>
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<tr>
<td>4</td>
<td></td>
<td>10</td>
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</table>

Minimum total number of points necessary | 100 | 70

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 the evaluation of the financial offer.

In the case scenarios the tenderers should describe the objectives, the methodology as well as the allocation of resources on a maximum of 10 pages for the following cases:

- For Lot 1: Assessment of the legal implications and the costs and benefits of introducing a government controlled known traveller scheme as proposed by some industry stakeholders.
- For Lot 2: Assessment of a new technology to screen liquids in terms of its effectiveness and efficiency. This case scenario should equally address how future standards for liquid screening technologies could be defined.

IV.3.2. 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.3.3. 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:

\[
\text{Score for tender } x = \frac{\text{price of lowest tender}}{\text{price of tender } x} \times 0.3 \times 17
\]
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 five per lot. The tender procedure may be cancelled for lots for which, an insufficient number of offers was received.

**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.

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.

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.

For both lots:

<table>
<thead>
<tr>
<th>No</th>
<th>Award Criteria</th>
<th>Maximum points/ Weighting</th>
<th>Thresholds</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Quality and relevance of the methodology</td>
<td>40</td>
<td>24</td>
</tr>
<tr>
<td>2</td>
<td>Organisation of the work</td>
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<td>responsibilities of the proposed team and of</td>
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<td>the economic operators (in case of joint tenders,</td>
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<td>including subcontractors if applicable) are</td>
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<td>distributed for each task. It also assesses the</td>
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<td>global allocation of time and resources to the</td>
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<td>project and to each task or deliverable, and</td>
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<td></td>
<td>whether this allocation is adequate for the work.</td>
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<td>The tender should provide details on the</td>
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<td></td>
<td>allocation of time and resources and the</td>
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<td></td>
<td>rationale behind the choice of this allocation.</td>
<td></td>
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<td>system applied to the service foreseen in this</td>
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<td>tender specification concerning the quality of the</td>
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<td>deliverables, the language quality check, and</td>
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<td>continuity of the service in case of absence of the</td>
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<td>member of the team. The quality system should be</td>
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<td></td>
<td>detailed in the tender and specific to the tasks</td>
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<td></td>
<td>at hand; a generic quality system will result in a</td>
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<td></td>
<td>low score.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Structure and presentation of the tender</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>Total number of points</td>
<td>100</td>
<td>70</td>
<td></td>
</tr>
</tbody>
</table>

b) **Price**: Global price (including all categories of costs).

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money.

Score for tender \(x = \) \[
\frac{\text{price of lowest tender}}{\text{price of tender } x} \times 0.4
\]
\[ \frac{\text{total quality score for award criteria for tender } x}{100} \times \text{multiplied by 0.6} \]

V. ANNEXES

Annex 1: Identification of the Tenderer
Annex 2: Financial Identification
Annex 3: Legal Entity Form
Annex 4: Declaration by the Tenderer (relating to the exclusion criteria)
Annex 5: Power of attorney (mandate in case of joint offer)
ANNEX 1

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

Call for tender  SRD MOVE/ENER/SRD.1/2013-XXX

<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)²</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>
</tbody>
</table>

² For natural persons
Fax number:
E-mail address:

<table>
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<tr>
<th>Legal Representatives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Declaration by an authorised representative of the organisation³</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</td>
</tr>
</tbody>
</table>

Surname:  
First name:  
Signature:  

³ 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 on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parenthese)
[Choose options for parts in grey between square brackets]

The undersigned (insert name of the signatory of this form):

☐ in [his][her] own name (for a natural person)

or

☐ representing the following legal person: (only if the economic operator is a legal person)

full official name:

official legal form:

full official address:

VAT registration number:

➢ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

a) is bankrupt or being wound up, is having its 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) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata;

c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;

d) is not in compliance with 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 performed;

e) has been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
(Only for legal persons other than Member States and local authorities. otherwise delete) declares that the natural persons with power of representation, decision-making or control 4 over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

declares that [the above-mentioned legal person][he][she]:

g) has 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 affinity, family, emotional life or any other shared interest;
h) 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) 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 award of the contract;
j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;

acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties 5 if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

4 This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

5 As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation
<table>
<thead>
<tr>
<th>Full name</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
</table>

27
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.

6 To be filled in and signed by each of the partners in a joint tender, except the lead partner;
Signed in ................................ on [dd/mm/yyyy]

Place and date:

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