CALL FOR TENDERS
Nº MOVE/E1/2013-214

Supply of electronic data related to worldwide flight schedules

TENDER SPECIFICATIONS
TABLE OF CONTENTS

1. INFORMATION ON TENDERING................................................................. 3
   1.1. Participation..................................................................................... 3
   1.2. Contractual conditions................................................................. 3
   1.3. Joint tenders.................................................................................. 3
   1.4. Subcontracting................................................................................. 4
   1.5. Content of the tender...................................................................... 4
   1.6. Identification of the tenderer: legal capacity and status.................. 4

2. EVALUATION AND AWARD ................................................................. 5
   2.1. Evaluation steps............................................................................ 5
   2.2. Exclusion criteria.......................................................................... 5
   2.3. Selection criteria........................................................................... 5
   2.4. Award criteria................................................................................ 7
   2.5. Technical offer............................................................................... 8
   2.6. Financial offer................................................................................ 8

3. TECHNICAL SPECIFICATIONS............................................................... 9

1. ANNEXES ............................................................................................ 11
   ANNEX A .............................................................................................. 12
   ANNEX 1 .............................................................................................. 18
   ANNEX 2 .............................................................................................. 20
   ANNEX 3 .............................................................................................. 23
   ANNEX 4 .............................................................................................. 24
1. **INFORMATION ON TENDERING**

1.1. **Participation**

Participation in this tender procedure 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 on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement\(^1\) concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. **Contractual conditions**

The tenderer should bear in mind the provisions of the draft contract which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

1.3. **Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole.

These economic operators 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.

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.

\(^1\) See [http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm](http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm)
1.4. **Subcontracting**

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

1.5. **Content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Evidence for exclusion criteria (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. **Identification of the tenderer: legal capacity and status**

- The tenderer’s identification form in **Annex 1** shall be filled in and signed by:
  - The tenderer (including any member of a consortium or grouping)
  - subcontractor(s) whose share of the work represent more than 20% of the contract

- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium of grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on: [http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

  Tenderers that are already registered in the Contracting Authority’s accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information
  - For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any
delegation of this authorisation to another representative not indicated in the
official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or
trade register or any other official document showing the registration number.

• The tenderer (only the leader in case of joint tender) must provide a Financial
Identification Form and supporting documents. The form is available on:
http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

2. EVALUATION AND AWARD

2.1. Evaluation steps

The evaluation is based on the information provided in the submitted tender. It takes place
in three steps:

(1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria

(2) Selection of tenderers on the basis of selection criteria

(3) Evaluation of tenders on the basis of the award criteria (technical and financial
evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

2.2. Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and
dated by an authorised representative, stating that they are not in one of the situations of
exclusion listed in the Annex 2.

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

The successful tenderer shall provide the documents mentioned as supporting evidence in
Annex 2 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%.

2.3. Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to
carry out the work subject to this call for tender.

The tenderer may 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.
2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium) must comply with the following criteria:

- The average annual turnover of the tenderer for the last three years must exceed 100,000€.

The following evidence should be provided:

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

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of 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.

2.3.2. Technical and professional capacity criteria and evidence

a. Criteria relating to tenderers

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

- The tenderer must prove experience in the field of supplying worldwide flight schedules in electronic format with at least 10 projects delivered in this field in the last three years with a minimum value for each project of € 5,000.

- The tenderer must prove experience of working in English.

b. Criteria relating to the team delivering the service:

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

Team for data dissemination/support: collectively the team should have a proven experience of three years in data dissemination/support of the data sets related to flight schedules (carriers, schedules, locations – see Annex A).

c. Evidence:
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 educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

- **Quality of the proposed methodology** (40 points – minimum threshold 60%)

  This criterion will assess how the methodology used assists in securing the accuracy of the data related to items 14, 19 & 20 (Frequency, Available Seats, Freight) in the Schedules table (Annex A.1). The description of the methodology should explain the original source of the data and whether any quality checks and/or adjustments are applied to these items. Also the methodology of securing the accuracy of a geographical location (Annex A.3) is part of this criterion. The methodology should explain the original source of the data and whether any quality checks and/or adjustments are applied to the coordinates.

- **Scope and presentation of data** (40 points – minimum threshold 60%)

  This criterion will assess the completeness of the schedules. This is assessed against the list of carriers (Annex A.2) to be provided with the offer. In addition the offer should clearly mention whether the data can be provided according to the structure described in Annex A or whether another structure will be offered to enable updates of the fields in question.

- **Quality control measures** (20 points – minimum threshold 60%)

  This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the timeliness of the deliverables, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

  Tenders must score above 60% for each criterion and sub-criterion, and above 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

  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. A weight of 70/30 is given to quality and price.

  \[
  \text{Score for tender } x = \]
2.5. Technical offer

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. 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.

For the purpose of evaluation, the contractor has to provide:

- The data structure (list of fields) of the proposed datasets (Annex A) to be provided
- List (in electronic format enabling import to MS Excel) of carriers (carrier name and the country of the carrier) which would be represented in the dataset of schedules of January 2013 for the required geographical area

2.6. Financial offer

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a single fixed amount for data related to one calendar year, amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.
3. TECHNICAL SPECIFICATIONS

- General background

The air transport sector is undoubtedly one of the success stories of the European single market. The legal and regulatory framework for air transport in Europe is increasingly being shaped at European level.

In order to support this work the Commission is seeking electronic data related to air transport to complement and update the databases and data sources currently in use.

This data would assist the air transport directorate of the Commission in wide range of policy areas; like monitoring developments of internal and external market.

- General and specific objectives

The contract shall provide data services related to air transport industry with the supply of information on worldwide flight schedules to support the Commission in knowledge-based decision making across wide range of policy areas.

The Commission needs this data to update an internal database on scheduled flights (may include also schedules of trains, buses, lorries, ferries used/marketed for similar purpose as flights by aircrafts, i.e. carrying passengers and/or freight) for the years 2013-2014, with a possible renewal up to 2 additional years (2015-2016).

- Tasks

For this update, worldwide schedules for at least two periods for each year are needed: the schedules of a single week in January (years 2013-2014) and the schedules of a single week in July (years 2013-2014), extracted not earlier than at the actual time of the reference week in question, thus representing respectively winter and summer schedules.

The structure of the provided data should enable, as a minimum, the Commission to update all fields of the schedules table, together of the related reference tables on carriers and locations, defined all in the attached Annex A.

The provider shall also provide support in decoding codes for airlines, aircrafts, airports and cities in the case the deliverable(s) includes unknown codes to the Commission databases and data sources currently in use. All support services shall be provided in English.
- **Intermediate outputs and deliverables**

The data related to the schedules for **2013** shall be submitted to the Commission at the latest by the end of July 2013 or within 2 weeks after the contract enters into force, whichever is latest.

In addition the reference data related to the above mentioned schedules shall be provided at the same time. This includes the carrier table and the location table.

As indicated under article 1.4. of the contract the Commission will have 60 days to approve the 2013 data and pay following the receipt of the invoice. Commission may ask at this stage to include requests to provide support in decoding codes for airlines, aircrafts, airports and cities. The Contractor will have 20 days to submit revised and/or additional information.

- **Final output and deliverable**

The data for schedules in **2014** shall be submitted to the Commission by the end of the reference month for which the schedules are referring to (January and July).

In addition the reference data related to the above mentioned schedules shall be provided at the same time. This includes the carrier table and the location table.

As indicated under article 1.4. of the contract the Commission will have 60 days to approve the 2014 data and pay following the receipt of the invoice. Commission may ask at this stage to include requests to provide support in decoding codes for airlines, aircrafts, airports and cities. The Contractor will have 20 days to submit revised and/or additional information.

- **Details on deliverables**

Deliverables representing the worldwide schedules together with their reference data shall be provided in an electronic format (by CD/DVD, email, etc.) in a manner that enables them to be imported to Oracle or MS Access database.

- **Duration and renewal**

**The duration of the tasks shall not exceed 12 months.** This period is calculated in calendar days.

The contract shall be renewed automatically up to two times according to annex 4 (item I.2.4) in order to provide deliverables for the corresponding schedules during years **2015** and **2016** following the example mentioned above for the year 2014 (see: final output and deliverable). In case of renewal, no interim payment shall be provided.

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out above 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 above (see: intermediate/final output and deliverable).
1. ANNEXES

A. Source descriptions (Tables: Schedules, Carriers and Locations)
   1. Tenderer’s Identification Form
   2. Declaration related to the exclusion criteria and absence of conflict of interest
   3. Power of Attorney (mandate in case of joint tender)
   4. Draft Contract
Source Descriptions (Tables Schedules, Carriers and Locations)

A.1. Schedules

Structure

<table>
<thead>
<tr>
<th>Field</th>
<th>Field Name</th>
<th>Type</th>
<th>Bytes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Carrier_code</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>2.</td>
<td>Flight_Number</td>
<td>Character</td>
<td>4</td>
</tr>
<tr>
<td>3.</td>
<td>Carrier_2</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>4.</td>
<td>Departure_Airport_code</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>5.</td>
<td>Departure_City_code</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>6.</td>
<td>Departure_Country_code</td>
<td>Character</td>
<td>2</td>
</tr>
<tr>
<td>7.</td>
<td>Arrival_Airport_code</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>8.</td>
<td>Arrival_City_code</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>9.</td>
<td>Arrival_Country_code</td>
<td>Character</td>
<td>2</td>
</tr>
<tr>
<td>10.</td>
<td>Departure_time</td>
<td>Character</td>
<td>4</td>
</tr>
<tr>
<td>11.</td>
<td>Arrival_time</td>
<td>Character</td>
<td>4</td>
</tr>
<tr>
<td>12.</td>
<td>Elapsed_journey_time</td>
<td>Character</td>
<td>5</td>
</tr>
<tr>
<td>14.</td>
<td>Frequency</td>
<td>Numeric</td>
<td>1</td>
</tr>
<tr>
<td>15.</td>
<td>Stops</td>
<td>Numeric</td>
<td>2</td>
</tr>
<tr>
<td>16.</td>
<td>Intermediate_Airports</td>
<td>Character</td>
<td>39</td>
</tr>
<tr>
<td>17.</td>
<td>Specific_Aircraft_type_code</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>18.</td>
<td>Service_type</td>
<td>Character</td>
<td>1</td>
</tr>
<tr>
<td>19.</td>
<td>Available_seats</td>
<td>Numeric</td>
<td>4</td>
</tr>
<tr>
<td>20.</td>
<td>Freight</td>
<td>Numeric</td>
<td>6</td>
</tr>
<tr>
<td>21.</td>
<td>Restriction</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>22.</td>
<td>Effective_from</td>
<td>Character</td>
<td>8</td>
</tr>
<tr>
<td>23.</td>
<td>Effective_to</td>
<td>Character</td>
<td>8</td>
</tr>
</tbody>
</table>
Field descriptions

1  Carrier Code
   2/3 letter code assigned by IATA

2  Flight Number
   1 to 4 numbers.

3  Carrier 2
   Shows the 2nd carrier designator where the flight is one or more of the following types of operation.
   (1) Dual designator:
       Where a carrier leases a number of seats and/or cargo space to another airline.
   (ii) Pool operation:
       Where 2 or more airlines are coordinating services in a market and pooling costs and revenue.
   (iii) Joint operation
       Where 2 or more carriers operating a service using one aircraft with one carrier administering and one controlling reservations.

4 & 7  Airport Codes
   The departure and arrival airport codes are the airport codes assigned by IATA.

5 & 8  City Codes
   The departure and arrival city codes are the city codes assigned by IATA.
6 & 9  Country Codes
The departure and arrival country codes are the country codes assigned by the ISO (International Standards Organisation, based in Berlin) used by IATA.

10 & 11  Times
The departure and arrival times are Local times. They are 24 hour times showing HHMM, e.g. '1230'.

12  Elapsed Journey Time
The elapsed journey time is calculated from the departure and arrival GMT times. Shown as HHHMM.

13  Days of Operation
Days of the week (1234567). The days are departure days.

14  Frequency
The number of flights per week

15  Stops
The number of stops on route.

16  Intermediate Airports
These are shown as 3 letter IATA airport codes.

17  Specific Aircraft Type
Specific (or input) aircraft type is the specific IATA aircraft type code.

18  Service Type
Indicates the utilisation of the aircraft whether passenger, cargo etc

19  Available Seats
Available seats by carrier, aircraft type and service type.

20  Freight
The maximum amount of freight tons that can be carried by the aircraft by carrier, aircraft and service type.
21 **Restriction**
The Restriction Code shown is a 3 byte field containing a letter of the Alphabet.

22 & 23 **Effective Dates**
The effective to and from dates as CCYYMMDD.

24 **Duplicate information**
Commission use only

25 **Full Routing**
The airports are shown as 3 letter IATA codes.

26 **Distance**
The great circle distance expressed in KM's.

27 **Shared Airline Designator**
Shows the IATA code of the carrier that operates the flight in a shared airline agreement.

28 **Multi Carrier Designator**
Shows IATA codes of two or three carriers which jointly operate the flight.

29 **Aircraft Owner**
IATA code of a carrier that owns the aircraft.

30 **Duplicate**
A marker to show if duplication is definite or probable (D) or (P).

31 **Duplicate Carrier**
IATA code of every carrier that duplicates with the flight. All are shown for the operating flight and just the operating carrier for a non operating flight.
A.2. Carriers

Structure

<table>
<thead>
<tr>
<th>Field</th>
<th>Field Name</th>
<th>Type</th>
<th>Bytes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Carrier code</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Carrier name</td>
<td>Character</td>
<td>39</td>
</tr>
<tr>
<td>3</td>
<td>Domicile country</td>
<td>Character</td>
<td>2</td>
</tr>
</tbody>
</table>

Fields description

1  **Carrier Code**
   2/3 letter (alpha, alpha numeric or numeric alpha) code assigned by IATA. Used to decode the carrier code in Schedules.

2  **Carrier Name**
   The commercial name of the airline

3  **Domicile Country**
   ISO code of the country in which the airline is based.

A.3. Locations

Structure

<table>
<thead>
<tr>
<th>Field</th>
<th>Field Name</th>
<th>Type</th>
<th>Bytes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Location code</td>
<td>Character</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Location type</td>
<td>Character</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Name</td>
<td>Character</td>
<td>39</td>
</tr>
<tr>
<td>4</td>
<td>Country</td>
<td>Character</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Country name</td>
<td>Character</td>
<td>20</td>
</tr>
<tr>
<td>6</td>
<td>State</td>
<td>Character</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Latitude</td>
<td>Character</td>
<td>9</td>
</tr>
<tr>
<td>8</td>
<td>Longitude</td>
<td>Character</td>
<td>9</td>
</tr>
</tbody>
</table>
Fields description

1  Location Code
   3 letter IATA code of the location

2  Type of the location
   Airport, city, train station etc.

3  Name of the location
   Airport/city name

4  Country
   ISO code of the country in which the location is

5  Country name
   Name of the country

6  State
   2 letter code of the state (if applicable)

7  Latitude
   Geographic coordinate that specifies the north-south position of the location in format HH.MM.SSX (where "X" is "N" or "S")

8  Longitude
   Geographic coordinate that specifies the east-west position of the location in format HH.MM.SSX (where "X" is "E" or "W")
ANNEX 1

IDENTIFICATION OF THE TENDERER
(Each service provider, including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

Call for tender MOVE/E1/2013-214

<table>
<thead>
<tr>
<th>Identity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Legal status of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>Country of registration</td>
<td></td>
</tr>
<tr>
<td>Registration number</td>
<td></td>
</tr>
<tr>
<td>VAT number</td>
<td></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>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Contact Person</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname:</td>
<td></td>
</tr>
<tr>
<td>First name:</td>
<td></td>
</tr>
<tr>
<td>Title (e.g. Dr, Mr, Ms) :</td>
<td></td>
</tr>
<tr>
<td>Position (e.g. manager):</td>
<td></td>
</tr>
</tbody>
</table>

² For natural persons
<table>
<thead>
<tr>
<th>Telephone number:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax number:</td>
<td></td>
</tr>
<tr>
<td>E-mail address:</td>
<td></td>
</tr>
</tbody>
</table>

**Legal Representatives**

**Names and function of legal representatives** and of other representatives of the tenderer who are authorised to sign contracts with third parties

**Declaration by an authorised representative of the 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></th>
</tr>
</thead>
<tbody>
<tr>
<td>First name:</td>
<td></td>
</tr>
</tbody>
</table>

Signature:

---

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

Declaration of honour on exclusion criteria and absence of conflict of interest

(The complete or delete the parts in grey italics in parentheses)

[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.

<table>
<thead>
<tr>
<th>Full name</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
</table>

\(^4\) 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
ANNEX 3

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:

---

6 To be filled in and signed by each of the partners in a joint tender, except the lead partner;
ANNEX 4
DRAFT CONTRACT