CALL FOR TENDERS

Nº MOVE/E1/2015-246

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

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 .............................................................................. 9
   2.6. Financial offer ............................................................................... 9
   2.7. Award of specific contracts .......................................................... 9

3. TECHNICAL SPECIFICATIONS ........................................................... 11
   General background ............................................................................ 11
   General and specific objectives ......................................................... 12
   Award Procedures ............................................................................. 14
   Tasks (Specific Contracts under this Framework contract) ................. 15
   Change in the team ........................................................................... 16
   Details on deliverables ....................................................................... 16
   General delivery time ........................................................................ 16
   Intellectual property rights ............................................................... 16

4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE DELIVERABLES ................................................................. 17

5. ANNEXES ............................................................................................ 18
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 tenders 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 is expected to represent more than 20% for some specific contracts.

- 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:

  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 some specific contracts is expected to be 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 tenders.

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

- The annual turnover of the last three financial years above € 700,000
- At least 25% of this turnover must be from the lead partner in the case of a consortium.

The following evidence should be provided:

- Copy of the profit & loss account for the last three years for which accounts have been closed,
- Failing that, appropriate statements from banks,

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 and identified subcontractors) must comply with the following criteria:

- The tenderer must prove experience in the legal, socio-economic and technical fields of air transport 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 areas where in-house expertise is not permanently available, companies must be able to demonstrate a capacity to recruit or subcontract 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.

- The tenderer must prove experience of working in English language, a high standard of spoken and written is required with at least 10 projects delivered in the last three years showing the necessary language coverage.
b. Criteria relating to the team delivering the service:

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

Project Manager: At least 5 years of experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a size at least € 200.000 and coverage (geographical scope at least half of the one subject to this call for tenders), with experience in management of team of at least 5 people.

Expert in Legal/socio-economic/technical fields in air transport: Relevant higher education degree and / or 10 years' professional experience in these fields.

Team for data collection: collectively the team of people should have proven experience of 5 years in data collection techniques.

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 most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed. In the case of framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered;

- 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.
<table>
<thead>
<tr>
<th>№</th>
<th>Award Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quality of the proposed methodology</td>
<td>40</td>
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<tr>
<td></td>
<td>Quality of methodologies to be employed, including (i) methodology for impact</td>
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<td>assessments, and multidisciplinary approaches for undertaking the different</td>
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<td></td>
<td>tasks defined in the Terms of reference, and (ii) methodology and utilisation</td>
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<td></td>
<td>of information sources to collect and analyse data (quality, access, credibility,</td>
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<tr>
<td></td>
<td>coverage, level of details) necessary to perform the work of wide geographical</td>
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</tr>
<tr>
<td></td>
<td>scope.</td>
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<tr>
<td>2</td>
<td>Organisation of the work</td>
<td>40</td>
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<tr>
<td></td>
<td>Overall framework contract management and work organisation to deliver the</td>
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<td></td>
<td>work in time:</td>
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<td></td>
<td>• assess how the roles and responsibilities of the proposed team and of the</td>
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<td></td>
<td>economic operators (in case of joint tenders, including subcontractors if</td>
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<td>applicable) are distributed</td>
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<td></td>
<td>• rapid response, timely availability of the specific expertise required</td>
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<td></td>
<td>• appropriateness and composition of the teams of experts made available for</td>
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<td></td>
<td>the different type of tasks</td>
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<tr>
<td>3</td>
<td>Quality control measures</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>This criterion will assess the quality control system applied to the service</td>
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<tr>
<td></td>
<td>foreseen in this tender specification concerning the quality of the deliverables,</td>
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<td></td>
<td>language quality check, and continuity of the service in case of absence of the</td>
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<td></td>
<td>member of the team. The quality system should be detailed in the tender and</td>
<td></td>
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<tr>
<td></td>
<td>specific to each field; a generic quality system will result in a low score.</td>
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</table>

**Total number of points**

100

Tenders must score minimum 60% for each criterion and minimum 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.

The maximum price per person-day will be considered as the financial offer for the tender (as referred to under section 2.6).

\[
\text{Score for tender } x = \frac{\text{Total quality score for award criteria for tender } x}{100} \times 0.7 + \frac{\text{Price of the lowest tender}}{\text{Price of tender } x} \times 0.3
\]
2.5. **Technical offer**

The technical offer must cover all aspects and tasks required in the technical specifications 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 not evaluated.

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.

Tenderers must specify **one single maximum asking price per 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/special provisions specified in I.3.3/Annex III 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.

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

2.7. **Award of specific contracts**

Once the Framework Contracts have been signed with the best ranked tenderers, 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).

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

<table>
<thead>
<tr>
<th>Nº</th>
<th>Award Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quality of the proposed methodology</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>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></td>
</tr>
<tr>
<td>2</td>
<td>Organisation of the work</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>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></td>
</tr>
<tr>
<td>3</td>
<td>Quality control measures</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>This criterion will assess the quality control system applied to the service 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 the member of the team. The quality system should be detailed in the tender and specific to each field; a generic quality system will result in a low score.</td>
<td></td>
</tr>
</tbody>
</table>

**Total number of points** | 100 |

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.

**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. The Commission may conclude that a contractor will not perform the contract to an appropriate quality standard due to conflicting interests which may negatively affect the performance of the contract.
3. TECHNICAL SPECIFICATIONS

General background

The development of the EU's External Aviation Policy has been the logical consequence of the creation of the EU internal market and associated common rules.

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, 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.

In 2012, further steps were taken towards a more coordinated and ambitious EU external aviation policy.

From an economic and political point of view, the development 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 based on a level playing field safeguarding fair and open competition, and produce positive effects not only for the users of air transport, but also for the operators, manufacturers and other stakeholders.

Regulation 1008/2008 on common rules for the operation of air services in the Community ("the Air Service Regulation") 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. In parallel, Regulation 216/2008 sets out the common aviation safety rules in the field of civil aviation, providing a framework for the establishment and maintenance of a high and uniform level of aviation safety in the EU, setting out the relevant rules as they pertain to the certificates, licences and approvals

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The Commission proposed in its 2015 Work Programme to adopt an Aviation Package which is aimed at bolstering the competitiveness of the EU aviation sector through various measures. In that context, it is considered of key importance to promote and defend European interests, promote EU standards and seek new market opportunities.

As part of the reflections on the Aviation Package, the Commission is exploring the idea of EU level aviation agreements with key partners with a view to normalising and strengthening our aviation relations with certain important third countries. The Commission has launched a public consultation to gather views of all interested stakeholders and is also carrying out its own analysis. The Aviation Package is expected to be presented towards the end of 2015 and to be complemented with concrete proposals.

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, socio-economic and technical aspects of the development of the EU’s bilateral, regional and multilateral relations with third countries in the aviation 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: "Economic Benefits of Opening Aviation Markets between the EU and Mexico", "Potential Benefits of a Possible Comprehensive Agreement between the EU and ASEAN", "Employment and working conditions in air transport and airports", "Overview of Air Transport and current and potential Air Connectivity Gaps in the CESE region".

General and specific objectives

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, institutions and/or agencies, 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 investment, ownership and effective control); principles of fair competition and transparency; anti-trust and competition rules/state aids; air carrier licensing and the charter market; aeronautical products certification/validation provisions - 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, doing business issues).
• Evaluation of conformity of national legislation transposing EU requirements stipulated in comprehensive aviation agreements;

• Analysis of the level of harmonisation of economic, social and technical 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, social/labour, competition).

• Provide analysis of the implementation of EU legislation, in particular in the field of the internal market.

(b) Assistance in the socio-economic and technical fields

• 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, technical and environmental impacts of aviation agreements, for example as regards 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 market/relations, employment/jobs, welfare, human rights, operators such as airlines and airports as well as on European consumers, environment, 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 a proposed agreement considering factors such as possible air carrier consolidation, market opening for aeronautical products, 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 aviation industry with a potential agreement (SWOT analysis - Strengths, Weaknesses/Limitations, Opportunities, and Threats), examining threats and opportunities for the EU's aviation industry, 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).

• Provision of employment data in particular as regards demand and supply of professionals, including as regards employment market trends;

• Analysis of employment and social conditions;
• Advise on effective measures to address distortions of competition by direct and indirect government subsidies and support provided in third countries and other unfair practices.

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

• Statistical data\(^3\) to support findings using various data such as fares, schedules (for example OAG), traffic flows by origin and destination (O&D from MIDTs), and market-share and related trade figures (e.g. Eurostat).

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.

**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 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 2.4 of these Tender Specifications.

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 below in "Tasks" and the award procedure is described in chapter 2.7 of these Tender Specifications.

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

**Tasks (Specific Contracts under this Framework contract)**

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

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\(^3\) 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
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 2.7). 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 4: Article II.4. 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 4: Article II.5.1 of the draft contract).

The attention of the tenderers is drawn to Article II.14 of the draft contract: “Termination of the FWC” (see Annex 4): 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.

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.
Details on deliverables

The Specific Contracts under this Framework Contract determine the specific 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 report (other type of report might be agreed in the specific contracts).

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.

General delivery time

The duration of the tasks shall be specific to each specific contract. This period is calculated in calendar days.

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

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 below.

Intellectual property rights

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.

4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE DELIVERABLES


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4 The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu
The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: http://www.w3.org/WAI/

4.1. Content

4.1.1. Final specific study report

The final specific study report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages in English;

- the following standard disclaimer:

“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein."

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

4.1.2. Publishable executive summary

The publishable executive summary shall be provided in English and shall include:

- the following standard disclaimer:

“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein."

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

4.2. Structure

A particular structure of the specific study report might be agreed in the specific contracts.

5. ANNEXES

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
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 tenders MOVE/E1/2015-246

<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)(^5)</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>
</tbody>
</table>

\(^5\) 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**[^6]

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>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>
ANNEX 2

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 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 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.

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

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


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:

9 To be filled in and signed by each partner in a joint tender except the lead partner.
ANNEX 4
DRAFT CONTRACT

Please see separate document