TENDER SPECIFICATIONS

Invitation to tender No. MOVE/E2/2015 – 455-458-460-464
with the view to conclude framework contracts
for the provision of services to support the Single European Sky policy
# TABLE OF CONTENTS

1  Introduction.................................................................................................................3
  1.1  General information ..........................................................................................3
  1.2  Estimate of the amount of work involved ..........................................................4
2  Information on tendering for the framework contract .............................................5
  2.1  Participation .......................................................................................................5
  2.2  Contractual conditions ......................................................................................5
  2.3  Joint tenders ......................................................................................................5
  2.4  Subcontracting ....................................................................................................6
  2.5  Content of the tender ..........................................................................................6
  2.6  Identification of the tenderer: legal capacity and status ......................................6
3  Evaluation and award of the framework contract ...................................................8
  3.1  Evaluation steps..................................................................................................8
  3.2  Exclusion criteria ..............................................................................................8
  3.3  Selection criteria ...............................................................................................8
  3.3.1  Economic and financial capacity criteria and evidence ...................................9
  3.3.2  Technical and professional capacity criteria and evidence ................................9
  3.4  Award criteria ....................................................................................................11
  3.5  Technical offer ..................................................................................................12
  3.6  Financial offer ...................................................................................................12
4  Award and management of specific contracts .........................................................14
  4.1  Award procedure ..............................................................................................14
  4.2  Evaluation criteria .............................................................................................15
  4.3  Execution of specific contracts ........................................................................16
    4.3.1  Reports and documents to be submitted ......................................................16
    4.3.2  Schedule for feedback concerning the reports ............................................17
    4.3.3  Changes in the team ....................................................................................17
    4.3.4  Language .....................................................................................................17
    4.3.5  Place of performance ..................................................................................17
    4.3.6  Quality, delays and inadequate performance .................................................17
5  Annexes...................................................................................................................18
    ANNEX 1  IDENTIFICATION OF THE TENDERER .................................................19
    ANNEX 2  DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF
               CONFLICT OF INTEREST .................................................................................21
    ANNEX 3  POWER OF ATTORNEY ........................................................................23
    ANNEX 4  STANDARD WORD TEMPLATE FOR STUDIES .....................................24
    ANNEX 5  DRAFT FRAMEWORK CONTRACT ..............................................................25
    ANNEX 6  TECHNICAL SPECIFICATIONS FOR LOT 1 ..............................................26
    ANNEX 7  TECHNICAL SPECIFICATIONS FOR LOT 2 ..............................................40
    ANNEX 8  TECHNICAL SPECIFICATIONS FOR LOT 3 ..............................................50
    ANNEX 9  MISSION POLICY FOR LOT 1 AND LOT 3 ................................................69
1 INTRODUCTION

1.1 General information

The European Commission (further referred to as "the Commission"), in particular the Directorate E – Aviation and international transport affairs of the Directorate-General for Mobility and Transport, is launching an Invitation to Tender for services, comprising 3 lots:

- Lot 1: Assistance to NSA Coordination Platform (NCP), Industry Consultation Body (ICB), and Expert Group on the Social Dimension of Single European Sky (EGSD);
- Lot 2: Technical, legal and economic assistance to the Commission in the implementation of the Single European Sky policy including the SESAR project;
- Lot 3: Assistance to the implementation of performance and charging schemes;

with a view to conclude a single framework contract for Lot 1 and Lot 3 and a multiple framework contract with reopening of competition for Lot 2.

The purpose of the framework contracts is to provide at short notice the Commission (further referred to as a "contracting authority") with highly qualified external expertise to support the contracting authority in the design, preparation and implementation of policies, initiatives and legislative proposals in the field of Single European Sky policy including the Single European Sky Air Traffic Management Research and Development (SESAR) project and performance and charging schemes. The tasks covered by this Invitation to Tender may consist of technical, administrative and/or economic assistance.

The services to be provided under each of the above lots are further detailed in the Technical Specifications contained in Annexes 6, 7 and 8, respectively.

For Lot 1 and Lot 3 a «single framework contract» will be concluded with the selected tenderer.

For Lot 2 a «multiple framework contract with reopening of competition» will be concluded with a maximum of seven best ranked tenderers.

A «single framework contract» means a situation whereby one framework contract is concluded between the contracting authority and the selected tenderer, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during the period of validity and govern commercial relations between the contracting authority and the contractor. Following the conclusion of the framework contract, for each specific assignment, the contracting authority may request the contractor to submit a specific bid and it will conclude the specific contract with him unless it fails to reply satisfactorily to the request. More information about the specific contracts can be found in part 4 of these Tender Specifications and the award procedure for those contracts is described in detail in section 4.1 and 4.2 of these Tender Specifications.

A «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 the period of validity and govern commercial relations between the contracting authority and the contractors. Following the conclusion of the framework contract, for each specific assignment, the contracting authority may request the contractors to submit a specific bid and it will conclude the specific contracts with them unless it fails to reply satisfactorily to the request. More information about the specific contracts can be found in part 4 of these Tender Specifications and the award procedure for those contracts is described in detail in section 4.1 and 4.2 of these Tender Specifications.
contract, for each specific assignment, the contracting authority may simultaneously request the contractors to submit a specific bid. For each assignment a specific contract will be concluded following the evaluation of the received specific bids. More information about the specific contracts can be found in part 4 of these Tender Specifications and the award procedure for those contracts is described in detail in section 4.1 and 4.2 of these Tender Specifications.

For all lots, framework contracts will be concluded for a period of two years, and may be renewed for further two one-year periods, by tacit agreement. The total duration of a framework contract will not exceed 4 years.

The descriptions of potential services in the Technical Specifications (Annexes 6, 7 and 8) are not to be considered as exhaustive and contracting authority may call on additional expertise falling within the lot concerned. The specific Terms of Reference, which will form part of a request to bid for each specific contract, will describe in detail the objectives of each individual assignment.

1.2 Estimate of the amount of work involved

For Lot 1 the indicative maximum amount is EUR 10,000,000 over the duration of up to 4 years.

For Lot 2 the indicative maximum amount is EUR 10,000,000 over the duration of up to 4 years.

For Lot 3 the indicative maximum amount is EUR 40,000,000 over the duration of up to 4 years.

For all lots, specific contracts may not be signed once the above indicative maximum amounts are reached.

The contracting authority reserves the right to contract services described in this call for tenders outside the framework contracts.
2 INFORMATION ON TENDERING FOR THE FRAMEWORK CONTRACT

2.1 Participation

Tenderers can bid for all three lots by submitting separate tenders.

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.

2.2 Contractual conditions

The tenderer should bear in mind the provisions of the draft framework contract (Annex 5) which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

2.3 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 tender whether the partnership takes the form of:

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

or

b) a group of partners not constituting a new legal entity, who via a power of attorney (Annex 3), 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)
Joint tenders are encouraged within the context of this framework contract, as these would facilitate participation of universities, research centres and small consulting companies which on their own could not meet certain economic, financial, technical or professional capacity criteria as identified in section 3.

2.4 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 estimated proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose intended share of work in some of the specific contracts is expected to be 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.

2.5 Content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 2.6)
Part B: Evidence for exclusion criteria (see section 3.2)
Part C: Evidence for selection criteria (see section 3.3)
Part D: Technical offer (see section 3.5)
Part E: Financial offer (see section 3.6)
Part F: Power(s) of attorney (for consortia only, see Annex 3)

In case a tenderer bids for more than one lot, all the required documents and evidence needs to be submitted for each lot. Nevertheless Parts A, B, C and F may be submitted only once, on the condition that in the case of a joint tender, the tenderer is composed of the same members of a consortium or grouping for all lots. The tenderer should however be aware that the evidence for selection criteria (Part C) should comply with the requirements for each of the lots to which it applies. In the case separate Parts A, B, C and F are submitted for each lot to which a same tenderer applies, each offer should be assembled separately.

A separate technical and financial offer should be submitted for each lot to which the tenderer applies. Each offer should be assembled separately.

The tenderer should specifically indicate on the cover page of each section of the tender to which lot(s) the section refers to.

2.6 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) and

- subcontractor(s) whose intended share of the work in some of the specific contracts is expected to be above 20%.

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/budg/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/budg/contracts_grants/info_contracts/index_en.cfm
3 EVALUATION AND AWARD OF THE FRAMEWORK CONTRACT

3.1 Evaluation steps

The procedure for the award of the framework contract will concern only admissible bids (see requirements in the Invitation to Tender, in particular, regarding the deadline for submission and the presentation of the tenders and packaging).

The evaluation of bids 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.

3.2 Exclusion criteria

All tenderers shall provide a declaration on their honour (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 work in some of the 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 work in some of the specific contracts is above 20%.

3.3 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.
3.3.1 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 for each of the last two financial years equal or above € 1,000,000 for tenderers applying for a single lot, equal or above € 1,500,000 for tenderers applying for two lots and equal or above € 2,000,000 for tenderers applying for three lots.

The following evidence should be provided:

- Copy of the profit and loss account for the last two years for which accounts have been closed, where publication of this document is required under the company law of the country in which the economic operator is established. The figures to be taken into account must be clearly indicated and/or highlighted in the tender.

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 contracting authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

3.3.2 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:

1) The tenderer shall have successfully completed, as contractor, at least 2 assignments or studies in the field(s) related to the lot(s) concerned in the past 3 years representing together a total budget of at least 200,000€.

2) The tenderer shall employ directly or be readily capable of constituting a team of at least:

   - 10 experts for Lot 1 and Lot 2, and
   - 15 experts for Lot 3

with very good communication and drafting skills in English, a university degree and 5 years' professional experience as follows:

- **for Lot 1**: the experts shall have professional experience in aviation, IT/web-design and/or EU public affairs. Among the 10 experts, there should be at least 3 experts with the professional experience in aviation, at least 2 with the professional experience in EU public affairs and at least one with professional experience in IT/web-design;
• for Lot 2: the experts shall have professional experience in aviation, law, economics, IT/data, EU public affairs and/or any related issue. Among the 10 experts, there should be at least three experts with the professional experience in aviation and one for each of the following domains: economics, law, and IT/data.

• for Lot 3: the experts shall have professional experience in aviation, law, regulatory economics, statistics, IT/data and/or any related issue. Among the 15 experts, there should be at least three experts with the professional experience in aviation, at least 3 with the professional experience in regulatory economics and one for each of the following domains: law, IT/data and statistics.

3) For Lot 1 and Lot 2, the tenderer shall also have access to a multidisciplinary pool of experts (with economic, technical and legal education).

b. Evidence:

The following evidence should be provided to prove the compliance with the above criteria:

– A list of relevant services (studies or other assignments) delivered in the past three years, with sums, dates and recipients with an indication whether they were public or private. In the case of framework contracts, only specific contracts corresponding to assignments delivered under such framework contracts shall be considered.

– To demonstrate compliance with the criteria 1) in the section above, a proof of payment of the full contract amount and/or certificate of satisfactory completion from the client for at least two of the delivered assignments/studies representing together a total budget of at least 200.000€.

– A table summarising the competences of the 10 experts (for Lot 3, 15 experts) forming the team referred to in the section a. above. Competences include those listed in section a., point 2) above: background (economic, legal, technical, etc.), specific expertise (aviation, IT, statistics, regulatory economics, law, etc.) and languages.

– A report of the average annual staff in the last three years and the number of staff at senior and junior level, broken down by function/job profile.

– A curriculum vitae of each expert proposed for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills. The CV’s for all experts shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

– Each expert not employed by the tenderer has to provide a declaration that he/she is willing to participate in the execution of the tasks defined in this framework contract in the team of the tenderer.


### 3.4 Award criteria

The framework contract 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>N°</th>
<th>Award Criteria</th>
<th>Maximum points/ weighting</th>
<th>Thresholds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Understanding of the objective of the tender</strong></td>
<td>20</td>
<td>12</td>
</tr>
</tbody>
</table>
|    | For all lots, the tenderers must prove that they understand the objectives and context of the tender and of the issues and trends involved, with special focus on the specificities of the field concerned by the lot as demonstrated on the basis of the content of the Technical offer as specified in Annex 6, 7 and 8, respectively. For Lot 2, the points will be attributed as follows:  
  - description of the SES policy context: up to 10 points  
  - case studies: up to 10 points  
|    | For Lot 3, the points will be attributed as follows:  
  - content of specific tender covering first two support streams: up to 13 points  
  - description of existing data processes and concept of a new database: up to 7 points |
| 2  | **Methodology of work**                                                        | 25                        | 15         |
|    | For all lots, quality of the methodologies and multidisciplinary approaches for undertaking the different tasks defined in the Technical Specifications (Annex 6, 7 and 8 respectively), as demonstrated on the basis of the content of the Technical offer as specified in Annex 6, 7 and 8, respectively. For Lot 2, the description of the SES policy context will not be taken into account for this criterion. For Lot 3, the description of existing data processes and concept of a new database will not be taken into account for this criterion. |
| 3  | **Management and backstopping services**                                       | 40                        | 24         |
|    | For all lots, overall framework contract management and work organisation to deliver the work in time :  
  - rapid response, timely availability of the specific expertise required  
  - appropriateness and composition of the teams of experts made available for the different type of tasks  
  - quality control, mechanism to guarantee continuous service and quality of the deliverables  
  - **[for Lot 1 only]**: finding and exploiting synergies and avoiding duplication when organising the support to ICB, |
as demonstrated on the basis of the content of the Technical offer as specified in Annex 6, 7 and 8, respectively.
For Lot 2, the description of the SES policy context will not be taken into account for this criterion.
For Lot 3, the description of existing data processes and concept of a new database will not be taken into account for this criterion.

<table>
<thead>
<tr>
<th>4</th>
<th>Completeness, clarity and presentation of the tender</th>
<th>15</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum total number of points necessary</strong></td>
<td><strong>100</strong></td>
<td><strong>70</strong></td>
<td></td>
</tr>
</tbody>
</table>

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. The maximum price per person-day (as referred to under section 3.6) will be considered as the price for this purpose. A weight of 70/30 is given to quality and price respectively:

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

All the bids which reached the minimum technical thresholds will be ranked according to the above formula. For Lot 1 and Lot 3, the first ranked tender will be awarded the framework contract. For the Lot 2, the number of awarded tenderers shall not exceed seven per lot. The tender procedure may be cancelled for lots for which an insufficient number of tenders was received.

### 3.5 Technical offer

The technical offer must cover all aspects and tasks required in the Technical Specifications (Annex 6, 7 and 8 respectively) and provide all the information needed to apply the award criteria, including models, examples and technical solutions to address problems raised in the specifications. Tenders 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.

### 3.6 Financial offer

Tenderers shall specify **one single maximum price per person-day** whatever the type of service and qualification requested. The person-day price must be a fixed amount which includes all charges and costs (as backstopping costs, insurance, reports, communication costs, contractor's facilities,…), with the exception of travel, daily allowances and accommodation costs (which will be added, where appropriate, when submitting a tender for a specific contract – see section 4.1.b. below).
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 fixed and **not subject to revision** during the whole duration of the framework contract and it shall be **valid for any services offered under any specific contract**. Nevertheless, contractors **may apply a lower price per person-day** when bidding for a specific contract.

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.
4 AWARD AND MANAGEMENT OF SPECIFIC CONTRACTS

4.1 Award procedure

Once the framework contracts have been signed with the selected tenderers of each lot, the Commission, when the need arises, may send an invitation to submit tenders for carrying out an individual assignment. The procedure for concluding the specific contract will depend on the Lot.

Under the Lot 1 and Lot 3 (single framework contract), the procedure will be as follows:

1) The contracting authority will send invitation to submit a tender (by e-mail) to the contractor with whom the single framework contract was signed. The e-mail will contain a Request for Services and the related Terms of Reference for a specific contract. It is the responsibility of the contractors to provide the contracting authority with valid e-mail address together with the contact details and, upon necessity, to update the e-mail and the contact details without delay.
2) Within the deadline specified in the invitation, the contractor shall send by e-mail an acknowledgement of receipt and express its availability to carry out the services required.
3) Within the deadline specified in the Request for Services\(^2\), the contractor will provide the contracting authority with a written tender.
4) The tender received will be evaluated based on the award criteria set out in the section 4.2. To be accepted, the financial offer must be considered as reasonable in view of the tasks to be performed. In the Request of Services, the contracting authority may indicate a maximum total budget: in the case of the exceeding this amount the offer might not be evaluated.
5) In case the tender is evaluated positively, a specific contract will be signed with the contractor.

Under the Lot 2 (framework contract with reopening of competition), the procedure will be as follows:

1) The contracting authority will send an invitation to submit a tender (by e-mail) to all contractors with whom the framework contract with reopening of competition was signed. The e-mail will contain a Request for Services and the related Terms of Reference for a specific contract. It is the responsibility of the contractors to provide the contracting authority with valid e-mail address together with the contact details and, upon necessity, to update the e-mail and the contact details without delay.
2) Within the deadline specified in the invitation, the contractors shall send by e-mail an acknowledgement of receipt and express their availability to carry out the services required.
3) Within the deadline specified in the Request for Services\(^3\), the contractors will provide the contracting authority with a written tender.
4) The tenders received will be evaluated based on the award criteria set out in the section 4.2 and they will be ranked on the basis of the ratio quality/price.
5) In the Request of Services, the contracting authority may indicate a maximum total budget: in the case of the exceeding this amount the offer might not be evaluated.

\(^2\) In general, between 20 and 40 calendar days depending of the complexity of the subject
\(^3\) In general, between 20 and 40 calendar days depending of the complexity of the subject
6) A specific contract will be signed with the contractor who has submitted the best specific tender.

For all lots, specific tenders must contain:

a. a **Technical part**, demonstrating the understanding and detailing the methodology, the composition and skills of the team and the responsible team leader for the specific assignment, addressing all the technical award criteria as outlined in the section 4.2;

b. a **Financial part**, in the form of a **global price** ("all inclusive" offer).

For information and in order to help to assess the technical award criterion 3 below, 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 (it can be lower but it cannot be higher);
- **a table with the breakdown** of the number of days (person-days) each member of staff will contribute to the project per task;
- the total labour costs (= person-day price x total of person-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 level of requested detail may be further specified in a Request for Services).

### 4.2 Evaluation criteria

a) **Technical award criteria** as weighted:

<table>
<thead>
<tr>
<th>Nº</th>
<th>Award Criteria</th>
<th>Maximum points/weighting</th>
<th>Thresholds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Understanding</strong>&lt;br&gt;This criterion serves to assess whether the tenderers have fully understood all the aspects of what is required for the specific contract, as presented in the Request for Services and the related Terms of Reference.</td>
<td>30</td>
<td>18</td>
</tr>
<tr>
<td>2</td>
<td><strong>Methodology</strong>&lt;br&gt;The criterion serves to assess the appropriateness of the methodology to achieve the tasks and objectives required by the Terms of Reference.</td>
<td>35</td>
<td>21</td>
</tr>
<tr>
<td>3</td>
<td><strong>Project management and allocation of resources</strong>&lt;br&gt;This criterion relates to the quality of project planning, allocation of resources (including financial resources) and organisation of the team to cope with and fulfil the obligations under the specific contract. The tender must provide the rationale behind the choices on planning, allocation of resources and organisation of the team.</td>
<td>25</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td><strong>Quality control measures</strong>&lt;br&gt;This criterion relates to the quality control system applied to the service foreseen: measures to ensure quality of the deliverables, the language quality check, and continuity of the service in case of absence of a member of the team. The quality system should be specific to the Terms of Reference.</td>
<td>10</td>
<td>6</td>
</tr>
</tbody>
</table>

**Total number of points**<br>100 70

The bids must score minimum 60% for each criterion and minimum 70% in total. The bids that do not reach the minimum quality thresholds will not be ranked and will be rejected.

b) **Price: global price** including all categories of costs (as defined in section 4.1.b. above).

For Lot 2, the specific contract will be awarded to the contractor which offers the best ratio quality/global price x 10,000.

For Lot 1 and Lot 3, to be accepted, the financial offer must be considered as reasonable in view of the tasks to be performed.

In the Request of Services, the contracting authority may indicate a maximum total budget: in the case of the exceeding this amount the offer might not be evaluated.

At all times, the evaluation will take the financial offer into account as a global offer, no expenses will be reimbursed separately.

The Commission will inform contractor(s) of the decisions reached concerning the award of the specific contract, including the grounds for any decision not to award a contract or to recommence the procedure.

If requested in writing, the Commission will inform the rejected contractors of the reasons for their rejection and the contractors having submitted an admissible tender of the characteristics and relative advantages of the selected contractor and its name.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.
4.3 Execution of specific contracts

4.3.1 Reports and documents to be submitted

For specific contracts, the Request for Services and the related specific Terms of Reference shall determine the number, timetable and type of reports to produce. Contractors can expect the following deliverables:

1) an inception report;
2) a progress report or reports;
3) a final progress report;

Other types of deliverables might be specified in the Request for Services and the related specific Terms of Reference.

In the case of more than one progress report, the specific Terms of Reference will specify, which report is linked to the interim payment.

All the agreed reports should be delivered in an electronic version (on CD-ROM, USB flash drive or sent by e-mail) in PDF format (generated pdf, not scanned paper version) as well as MS Word format or in case of data in Excel format. Additionally, the final report shall be delivered in hard copy version. The number of hard copies of the final report to be delivered will be indicated in the specific contract. The reports are addressed to EU officials as an aid to decision-making. They have to be drafted in English, or in the language specified in the specific contract, in a proper literate manner and must be fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.), using clear and non-technical language for a non-specialised audience. Technical explanations shall be given in annexes.

The Standard Word Template for Studies (Annex 4) is to be used for all studies, unless indicated otherwise in the Terms of Reference.

A Request for Services and related specific Terms of Reference may nevertheless indicate other reports to be delivered and different format, style and delivery arrangements than those described in this section.

4.3.2 Schedule for feedback concerning the reports

The reports shall be sent to the Commission by the date fixed in the specific contract. The Commission shall be informed in time about any risk of delay in meeting the deadline.

The Commission will have the time specified in the framework contract to make comments and to suggest any amendments to the reports.

On receipt of the Commission’s comments, the contractor will revise the report and the amended version will be sent to the Commission within the time specified in the framework contract.

4.3.3 Changes in the team

The changes and additions to the team can be proposed by the contractor in an offer for a specific contract, which involves the intended new team members. The contractor must clearly
point out the new team members and is obliged to submit the Commission the same documents and information as for the initial team members – please refer to point 3.3.2 (b) above.

In the case a new team member is accepted by the Commission for one specific contract, he / she is considered to be accepted for the forthcoming specific contracts as well.

For the specific contracts already in force, 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 the original team or a significant part of the original team is no longer available, the Commission will have the right to cancel the specific contract.

4.3.4 Language

The communication language between the Commission and the contractors shall be English.

Depending on the service requested, the contractors may be required to cover any of the official languages of the EU Member States, the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), the Candidate Countries and any other country, where Single European Sky and SESAR issues are likely to be of European Union's interest. The deliverables will have to be submitted in English, unless otherwise specified in the Terms of Reference for a specific contract.

4.3.5 Place of performance

It should, as a general rule, be possible to provide the requested services in all the EU Member States, in the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), in the Candidate Countries and any other country where Single European Sky and SESAR issues are likely to be of European Union's interest.

The tasks will be often performed on the contractor's premises. However, meetings between the contractor and the Commission shall be held on Commission premises in Brussels or Luxembourg or at the premises of participating agencies or European bodies unless specified otherwise in the Terms of Reference for a specific contract.

4.3.6 Quality, delays and inadequate performance

Ensuring the quality of the assignment is one of the key responsibilities of the contractor. He is fully responsible for the quality of the reports and/or outputs required.

The contractor is responsible for the timely payment of his employees and experts, in line with the contractual terms and must make available appropriate logistical support to them. He must also ensure that its staff is covered by appropriate insurance.

Execution of the tasks may only begin after the specific 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.
If a contractor completes work – any of the reports due – for one specific contract more than ten working days later than stipulated in the specific contract or is found to have executed an order inadequately, the Commission may suspend, by registered letter, the award of any further specific contract to the contractor in question for a period of three months.

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

Contractors who have been found in serious breach of their contractual obligations – exceeding the deadlines foreseen in the specific contract and / or not delivering with the agreed quality, e.g. a delivery is partial or not suitable for the purposes of the specific contract, as defined in the Terms of Reference – may be subject to financial penalties representing 10 % of the total value of the specific contract in question. That rate may be increased to 20 % in the event of a repeated infringement under another specific contract within five years of the date referred to in the first subparagraph.

If the performance of the contractor is repeatedly of inadequate quality (non acceptance by the contracting authority of a deliverable after the 2nd presentation) or repeatedly delayed, this will be considered as a breach of its obligations under the framework contract and the contracting authority may either suspend this framework contractor for a given period in relation to any future requests for services or, ultimately, terminate the framework contract in line with the provisions of the General Conditions.

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

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. Standard Word template for studies
5. Draft framework service contract with annexes
6. Technical Specifications for Lot 1 "Assistance to NCP, ICB and EGSD "
7. Technical Specifications for Lot 2 "Technical, legal and economic assistance to the Commission in the implementation of the Single European Sky policy including the SESAR project"
8. Technical Specifications for Lot 3 "Assistance to the implementation of performance and charging schemes "
9. Mission policy for Lot 1 and Lot 3
ANNEX 1
IDENTIFICATION OF THE TENDERER

(Each service provider, including any member of a consortium or grouping and subcontractor(s) whose intended share of the work is more than 20% in some of the specific contracts must complete and sign this identification form)

Call for tenders MOVE/E2/2015 – 455-458-460-464

<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)⁴</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>
<tr>
<td>Telephone number:</td>
<td></td>
</tr>
<tr>
<td>Fax number:</td>
<td></td>
</tr>
<tr>
<td>E-mail address:</td>
<td></td>
</tr>
</tbody>
</table>

⁴ For natural persons
## Legal Representatives

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

### Declaration by an authorised representative of the organisation

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

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

---

5 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

(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;

---

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

\[^{7}\text{As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation}\]

Full name

Date

Signature
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

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

---

8 To be filled in and signed by each partner in a joint tender except the lead partner.
ANNEX 4
STANDARD WORD TEMPLATE FOR STUDIES

Please see the separate document

Standard Word Template for Studies is to be used for all studies, unless indicated otherwise in the Terms of Reference for a specific contract.
ANNEX 5
DRAFT FRAMEWORK CONTRACT

Please see the separate document
I. Introduction

Lot 1 aims at a conclusion of a single framework contract with one contractor in order to provide organisational, technical, legal, secretarial and logistical assistance to:

- NSA Coordination Platform (NCP)
- Industry Consultation Body (ICB)
- Expert Group on the Social Dimension of SES (EGSD)

These three bodies are all well-established but have different purposes. For the NCP, which was established under the auspices of the Single Sky Committee in 2010, National Supervisory Authorities (NSAs) meet *inter alia* to share best practices related to their regulatory tasks, identify potential issues emerging from the implementation of the Single European Sky, develop non-binding guidelines and working documents in different working groups as well as meet in plenary formation. NCP working groups are chaired by an NSA representative, and the plenary is co-chaired by an NSA representative and the Commission.

The ICB is a group of industry representatives who meet in four formations: plenary, dedicated workshops, institutional and technical sub-groups. Members chair all groups.

The EGSD is comprised of ATM staff associations and the group is presently chaired by the Commission in accordance with Article 4 of Commission Decision of 2010(9016) on the establishment of a consultative group on the social dimension of the single European sky. The assistance required under this lot shall take into account the implementation of several key priority actions of Single European Sky policy. For the NCP, this includes the contribution of the NSAs to the performance scheme, Functional Airspace Blocks (FABs), Safety Oversight, SESAR deployment and Interoperability, and may evolve depending on priorities identified by the NSAs. In addition to SES legislative and policy developments, the ICB will also take into account technical and institutional issues. The EGSD will respond to the needs of professional staff associations in ATM that aim to establish common positions on SES legislation and initiatives.

As suggested in section 3.4 of the Task Specifications, the tenderers are invited to search for synergies and avoid duplication in the provision of assistance to these groups and this aspect will be evaluated accordingly.

---

9 This Decision may be subject to an amendment in 2015.
II. Content of the Technical Offer

Under this lot, the tenderers are required to submit as a part of their technical offer for the Framework contract:

- a specific tender for the first specific contract, which will cover assistance to the first three groups (NCP, ICB, EGSD) for the period of 12 months with the start of the specific contract indicatively expected as from October 2015. This specific tender shall comply with section 4.1 (containing the Technical and Financial part\(^\text{10}\)) and respond to the detailed Terms of Reference for each of the three groups provided in the sections below. **After the framework contract will be awarded and signed with the winning tenderer, the Commission will be in a position to directly evaluate the already submitted first specific tender by applying the criteria listed in section 4.2 and in case of a positive evaluation, award the first specific contract covering the assistance to the three groups. The Commission may nevertheless request a new tender from the awarded contractor, if needed due to a change of circumstances.**

The tenders shall also contain any additional information not covered in the documents above needed for addressing the evaluation criteria of the framework contract listed in section 3.4 of the Task Specifications (such as the demonstration of the ability of rapid response, timely availability of the specific expertise required and quality control and mechanism to guarantee continuous service as specified in the Award criterion 3, etc.).

The tenderers should note that the following years (the years following the year covered by the first specific contract) the volume of work and the activities necessary to support the four groups are expected to be similar. Nevertheless, some modifications might be needed in case circumstances change.

---

\(^{10}\) The financial part is required in order to assess the allocation of resources.
III. Detailed Terms of reference for the NCP

1. General requirements

The assistance should comply with the principles of transparency, impartiality and independence in order to guarantee the optimal effectiveness of the NCP. In particular, this will require:

   a) the adequate separation of the tasks performed by the contractor when assisting the NCP from any other tasks performed by the contractor to allow independence and impartiality in the assistance to the NCP, keeping in mind that key NCP members are the NSAs from the EU 28 Member States, Iceland, Norway, Switzerland as well as the European Civil Aviation Area (ECAA), and the Commission;

   b) the commitment of the contractor's team of experts to observing fully the institutional set-up related to SES to avoid duplication and overlapping with tasks performed by other institutions;

   c) the continuity and stability in the individual (high level) expertise made available to the NCP activities (i.e. the same person(s) from the contractor's team per Working Group to be supported);

In its tender, the contractor shall demonstrate how these general requirements will be implemented in practical terms. The application of the above requirements will be monitored carefully by the Commission.

The Commission will ensure active cooperation with the Performance Review Body (e.g. for the Performance Working Group), the EASA (e.g. for the Safety Oversight and Compliance Working Group and the Interoperability Working Group), the SESAR Deployment Manager and the SESAR Joint Undertaking (e.g. for the SESAR Deployment Working Group) for the sake of the support to the NCP, relying on agreed distributions of tasks between the entities and avoiding duplication and overlapping of activities.

2. Description of tasks

Bearing in mind the needs of the NSA community and the outcome of the activities performed since the establishment of the NCP in 2010 and the recent discussions in previous plenary sessions, the following activities are foreseen:

   a) **NCP plenary meetings**: based on current practice, plenary meetings of the NCP will take place normally twice a year (every 6 months) and will monitor SES implementation from an NSA perspective; in addition to the monitoring of progress at WG level, they will address any issue of strategic importance for the NSA community. For each meeting, the contractor shall **provide support to prepare papers** on topics pre-identified by the NCP in liaison with the Commission.

   b) **Advisory Board**: The Advisory Board is usually composed of one representative of each FAB. It meets 2-3 times per year, directly before each NCP plenary meeting and once usually in between. The Board prepares and discusses the agenda of each plenary meeting and any issues that relate to the NCP functioning as a whole. Informal minutes are required for each Advisory Board meeting, and the contractor is expected to be involved in the meeting preparation.
c) **Performance**: the Performance Working Group will meet a maximum of 4 times in 12 months. Its main objective is to ease the implementation and monitoring of the second Reference Period over 2015-2019 (RP2), and may play an advisory role in the development of the performance scheme. Contractor's (expert) assistance to the Performance WG will also be available to address concerns from the NSAs (bottom-up perspective). The assistance to the Performance Working Group shall not be included in the tender for the first specific contract as this is covered within Lot 3. The NCP secretariat shall ensure an efficient coordination with this WG; interfaces of the Performance WG with other WGs shall be organised by the contractor as appropriate as part of the technical assistance to the NCP. As a consequence, the contractor will be invited to attend the Performance WG as an observer, when appropriate, in order to be able to link discussions with the other WGs.

d) **Safety Oversight and Compliance**: the Safety Oversight and Compliance Working Group will meet a maximum of 4 times in 12 months as a platform dedicated to a wide range of issues directly related to safety oversight, which is the primary task of NSAs. The support to the Working Group will include the organisation and management of the work; technical assistance will take place in thorough coordination with the EASA to avoid duplication with the EASA standardisation meetings and also to get the expertise of EASA on technical matters as required. The support to this group may be adapted through an amendment of the specific contract depending on the arrangements with the EASA to support the Working Group.

e) **Interoperability**: the Interoperability Working Group will meet a maximum of 4 times in 12 months. Full assistance will be provided for this WG, including Webex sessions as appropriate. The tender shall specify how the contractor intends to arrange for the involvement and contribution of EASA which is also essential in this area. Issues to be addressed will be especially the monitoring of the implementation of the non-binding interoperability guidelines produced by the NCP in 2012 and subsequent follow-up and revision, the identification of the areas for improvement (e.g. use of subcontracted operation organisations, special requirements for maintenance, civil-military subjects), the relation between interoperability and safety relevant changes, the monitoring of compliance with the interoperability rules as well as the views of the NSAs on potential amendments to the related rules.

f) **FAB WG and NSA issues**: bearing in mind the FAB establishment and implementation process, action will be taken to address all FAB-related issues from an NSA perspective. The FAB NSA WG has been set up in this respect to address issues stemming from the implementation of the ANSP FAB work programmes (e.g. the oversight procedures at FAB level, the oversight process of FAB changes…) and issues which are purely NSA-driven (e.g. existing processes to plan and monitor FAB developments, harmonisation of FAB NSAs plans, implications upon NSAs of the evolution of FABs towards industrial partnerships…). The assistance will play a key role in providing the information / working papers / targeted studies to the WG, for instance giving an overview of the state of play, identifying good practices experienced within existing FAB NSAs activities and/or suggesting non-binding approach for harmonisation. The WG, which will also require Webex working sessions, will meet up to a maximum of 4 times in 12 months.
g) SESAR deployment: assistance will be made available to specifically address the impact of the SESAR project, in particular its deployment and its governance on the role, tasks, expertise and organisation of the NSAs in the context of Commission Implementing Regulation (EU) No 409/2013. The SESAR deployment NSA WG has been set up to address these issues, requiring the active participation of the SJU (but avoiding any duplication with its activities) and of the newly established Deployment Manager as observers. Non-binding guidelines on SESAR deployment were produced by the WG in 2015. The WG will also meet a maximum of 4 times in 12 months and would help secure the optimal contribution of the NSAs to the safe, secure, timely and synchronised deployment process.

h) NCP evolution: support of the contractor will be made available to the update of the NCP Terms of Reference. An evolution of the NCP will take place likely in 2016 as the NCP will act as the ‘network’ of NSAs referred to in the SES 2+ proposal currently discussed by the European Parliament and Council of Ministers. The formalisation of the NCP should have no impact on the tasks of the platform, but positive consequences on the working arrangements and the participations of supervisory authorities.

Finally, the NCP may need to get assistance to address any other SES-related issues which may emerge that affect NSAs. Potential additional assistance (up to 10% of the value of the contract) shall be anticipated.

3. Work Plan

The Work Plan is a proposal of tasks and activities to be carried to assist the NCP and its working groups over the period of 12 months. It shall be based on the NCP Work Programme. The Work Plan will be elaborated after the signature of the contract in agreement with the Commission. The current Work Plan and the current NCP Work Programme are provided as a background document to these specifications as examples.

The Work Plan shall address the required expert, organisational, secretarial and logistical assistance for meetings of the NCP, Working Groups and Advisory Board. It shall also provide a detailed list of deliverables, with estimated amount of effort required for carrying out tasks and producing deliverables for both the plenary sessions and all working groups. These tasks comprise providing a full secretariat assistance for the plenary sessions and all working groups mentioned above, and shall likely include the following deliverables, subject to the work programme of each working group:

- Working/Discussion and Information Papers based on requirements from WG participants and the Commission
- Development of agendas, minutes and action lists
- Maintaining contact lists and updating NCP web pages as required
- Preparation of individual work plans for each WG
• Preparation of questionnaires
• Preparation of non-binding guidelines
• Preparation of slides/presentations
• Organisation of Webex invitations and meetings, reports
• Issue analysis
• Creation of shared document repository(-ies)
• Development of recommendations in cooperation with NSAs and the Commission

4. Types of requested support:

a. expert support

The following assistance will be provided under supervision of the Commission and the Chairpersons:

a) ensure the Work Plan is in compliance with the NCP Work Programme. The Work Plan will be revisited and updated by the end of the first 12 months of the contract;
b) maintain and update the NCP Work Programme and the related calendar of events and meetings;
c) coordinate and prepare any material (e.g. state of the art at national/ FAB/ EU levels, best practices, identification of subject matters, identification of options, recommendations for a harmonised way forward, toolboxes, checklists, handbooks, non-binding guidelines…) on request of the Commission and the NCP Chairpersons;
d) contribute to the presentation of the above material at the related meetings;
e) ensure and monitor proper follow up to the actions resulting from meetings and events.

b. organisational, secretarial and logistical support

The following assistance (organisational, secretarial and logistical) will be provided under the supervision of the Commission (and the NCP Chairpersons):

a) contribute to the drafting of provisional agendas for meetings under the NCP and its WGs/TFs;
b) ensure timely distribution of the necessary documentation;
c) keep summary records (minutes) of the discussions, proceedings and attendance list of the meetings (plenary, WG and Advisory Board meetings), and ensure their timely distribution and approval;
d) summarize the outcome of the WGs/TFs for the NCP meetings, in agreement with the Chairperson of the WG;
e) ensure timely distribution of documents provided by the NSAs as part of the exchange of practices in line with the NCP activities;
f) assist the Advisory Board as appropriate;
g) organise and/or host (virtual/Webex) meetings as required, including preparatory meetings
h) provision of a web-site: the contractor should develop a permanent site where all NCP documents will be posted; via the web-site a meeting calendar should be maintained.

5. Reporting and deliverables

Reporting and deliverables to be submitted as a consequence of the signing of a specific contract(s):

1. Work Plan: the contractor will submit a Work Plan to the Commission as soon as possible but no later than 30 calendar days after the kick-off meeting as a part of the inception report. The Work Plan will be aligned with the Work Programme of the NCP. After the first 12 months of the contract, the Work Plan will be revisited and aligned with any changes to the multiannual NCP Work Programme.

For the purpose of the approval, the Work Plan shall be treated as a report. The framework contract lays down the procedure for approval of reports.

2. Interim progress report: the contractor will submit a comprehensive interim progress report 7 months after the start of the contract which will provide an overview of its contribution to the meetings of the NCP, advisory board, each WG and TF (including minutes, information/working papers/reports, outcome of the WG activities such as guidelines…).

The report and outcome of the NCP activities shall be of publishable quality.

The framework contract lays down the procedure for approval of the report.

3. Final report

The contractor will submit a final report as specified in the framework contract. The final report will be delivered in two paper copies and one electronic version (by e-mail or USB key). The electronic version shall also contain the other deliverables as mentioned above. It will also include a copy of all meeting agendas and minutes, technical papers, presentations and letters that the contractor has developed or contributed to as part of the assistance.

If the specific contract is extended, final report shall be provided at the end of each period.

The framework contract lays down the procedure for approval of the final report.
IV. Detailed Terms of Reference for the ICB

1. Introduction

The European Commission established the Industry Consultation Body in accordance with Article 6 of Regulation (EC) No 549/2004, comprised of ANSPs, airspace users, airport operators, the manufacturing industry and professional staff associations, whose role is solely to advise the Commission on the implementation of the Single European Sky. A contractor is sought to provide technical and administrative assistance to the Industry Consultation Body of the Single European Sky in an objective, accurate and impartial manner.

2. Description of tasks

To provide the above mentioned technical and administrative assistance to the ICB, the Commission requires all the necessary assistance from the contractor to enable the ICB to provide their consolidated advice:

a) ICB plenary meetings: ICB plenary meetings are the main discussion fora on technical issues. The participation of experts will be required at all ICB meetings, in accordance with the issues on the agenda of the particular ICB. The contractor should estimate the required effort for each plenary meeting, which normally requires the involvement of two technical experts and two administrative assistants.

For each ICB plenary meeting, the contractor shall provide:

- An annotated agenda
- Preparation notes for the Chairman
- A list of participants and name plate for each participant
- A meeting summary identifying agreed conclusions and actions points to be distributed to the ICB within five working days of the meeting
- A set of formal minutes for approval by the Chairman and the Commission. The minutes should be provided to the Commission no later than ten days after the meeting.

Distribution of the agenda and associated papers shall take place at least ten days prior to the ICB plenary meeting.

Commission technical experts will participate in the ICB meeting and provide their knowledge and advice as requested by the meeting Chairman. In addition, all reports from each sub-Group to the ICB should also be developed, presented and amended (based on the discussion within the ICB) by the experts.

b) ICB Sub-group meetings and workshops: ICB sub-group meetings and workshops will be held between the ICB plenary meetings in order to discuss specific issues in more depth and with greater technical insight. Sub-group meetings and workshops can either be regular meetings, in which a number of items that are relevant to the sub-group’s work programme will be discussed, or ad-hoc meetings or workshops which focus on a single topic. The participation of the experts will be required at all ICB sub-group meetings, in accordance with the issues on the agenda of the particular sub-group meeting.
For each ICB sub-group meeting, the contractor shall provide:

- An agenda
- Preparation notes and presentations, as required
- A list of participants
- A note describing the main discussion points, agreements and actions for approval by the Chairman and sub-group members

Distribution of input material will take place at least ten days prior to the meeting.

The technical experts will participate in the sub-group meeting and workshops and provide their knowledge and advice as requested by the meeting Chairman. The effort expected to be required for each sub-group meeting shall be estimated by the contractor. On average it normally requires the involvement of two technical experts and two administrative assistants.

c) Technical Issues Papers: For each ICB plenary meeting or ICB sub-group meeting or workshop, depending on the agenda, the contractor shall provide ‘technical issues papers’ and/or ‘position papers’ for the agenda items where a technical discussion is required. The technical issues papers will briefly outline the issues requiring debate, their relevance for the Single European Sky, indicate priorities and propose a deadline for when the ICB advice should be provided to the Commission. If required by the ICB Chairman, a technical issues paper will be complemented by a more detailed technical working document. Position papers are for formal adoption by the ICB and require a detailed review process with ICB members. For each meeting, approximately 2-3 position papers or technical issues papers are necessary, but this figure can vary depending on the timetable of the required position to be adopted.

The effort required for the development of the technical issues papers, technical working documents and position papers (not already covered by a specific action below) shall be estimated by the contractor.

The required papers should be provided no later than ten days before the meeting.

Possible specific technical issues papers and position papers will be discussed and agreed with the Commission upon signature of the contract, in the context of the ICB Work Programme.

d) High-level Annual Report on ICB activities: The report will summarise the purpose, activities and achievements of the ICB for each year of contract duration, illustrating how the ICB is able to impact on strategic issues within Air Transport. The report will be limited to approximately 10 pages (not including annexes) and suitable for a high level readership including CEOs of the organisations represented by the ICB. The effort required to produce the high-level report shall be estimated by the contractor.

e) ICB Annual Work Programme: The contractor will draft the ICB Work Programme on an annual basis, specifically defining an initial list of priority work items for each sub-group. The ICB Work Programme will take account of the ICB Terms of Reference, ongoing ICB work in relation to the current developments within the Single European Sky and open items from the ICB’s previous annual Work Programme. A first draft of the Work Programme will be available for discussion at the first ICB plenary session with a final draft planned for approval at the following one. The effort required to develop the ICB’s Annual Work Programme shall be estimated by the contractor.
f) **Activities of the ICB Chairman:** The ICB Chairman chairs the ICB, the Institutional sub-group and represents the ICB at the Single Sky Committee and international fora. The contract will cover both the activities of the ICB Chairman through travel and subsistence payments, and the contractor's assistance to the Chairman such as general briefings and writing speeches and presentations.

For activities such as briefing the ICB Chairman and writing speeches and presentations, the contractor shall estimate the effort required.

 **g) Assistance to the ICB Vice Chairman and ICB sub-group Chairmen:** Where relevant costs are not covered by the sponsoring organisation, travel and subsistence payments will be paid by the contractor to the ICB Vice Chairman for attendance at ICB Meetings and other meetings to which the ICB Vice Chairman participates on request from the ICB Chairman as representative of the ICB. Where relevant costs are not covered by the sponsoring organisation, travel and subsistence payments will be paid to the ICB sub-group Chairmen for attendance at ICB sub-group meetings and for attendance at ICB meetings on behalf of the sub-groups. Usually this travel does not exceed 3-4 trips/year.

 **h) Assistance to Professional Staff Associations:** In line with the requirements of this contract, travel and subsistence payments will be paid to representatives of the Professional Staff Associations attending ICB Meeting and ICB Sub-group Meetings. Staff Associations usually attend at least half of the plenary and sub-group meetings.

 **i) Development and maintenance of information material:** In agreement with the Commission, the contractor will develop appropriate ways of disseminating the outputs of the ICB, and maintain the channels used to ensure they remain correct and up-to-date. Documents should be distributed via e-mail to a closed membership list and also be uploaded on a dedicated ICB portal, as indicated below.

This work will include the use and continued maintenance of the ICB web portal that has been developed to ensure distribution of information relating to the ICB. In addition, three versions of the ICB Information Digest will be developed (one per quarter) covering all aspects of SES implementation and summarising ICB actions and meetings. The ICB Information Digest is the principal means of disseminating information on ICB activity to a wider audience. An example of the Digest is provided as a background document to these specifications.

The contractor shall estimate the effort required for the development of the ICB Information Digest and the management of the portal per month.

The activities identified above are expected to cover the next four ICB plenary meetings, eight sub-group meetings and four workshops over the period of 12 months.

### 3. Reporting

Reporting to be submitted as a consequence of the signing of a specific contract(s):

 **a) Quarterly progress reports:** At quarterly intervals (the first report is due three months from the signing of the contract) a quarterly report will be provided to the Commission. This report will define the activities undertaken in the quarter and the papers that have been generated to support discussions at relevant meetings and to provide advice to the Commission. Each quarterly report will also provide an overview of the main tasks foreseen for the following quarter.

The contractor shall estimate the effort required to develop each quarterly report.

The framework contract lays down the procedure for approval of the report.
b) **Final report:** A final report will be produced to provide a summary of all tasks performed during the period covered by the specific contract, including meetings organised and attended, papers developed, and any further assistance provided to the ICB Chairman, ICB Members or the Commission.

It will also include a copy of all meeting agendas and minutes, technical papers, presentations and letters that the contractor has developed or contributed to as part of the assistance.

If the specific contract is extended, final report shall be provided at the end of each period.

The framework contract lays down the procedure for approval of the final report.
V. Detailed Terms of Reference for the EGSD

1. Introduction

The European Commission established the Expert Group on the Social Dimension of SES (EGSD) in accordance with Article 10(2) of Regulation (EC) No 549/2004, comprised of professional staff representative bodies, whose role is solely to advise the Commission on the implementation of the Single European Sky. A contractor is sought to provide technical and administrative assistance to the EGSD in an objective, accurate and impartial manner.

2. Description of tasks

To provide the above-mentioned technical and administrative assistance to the EGSD, the Commission requires all the necessary assistance from the contractor to enable the EGSD to provide their consolidated advice:

- **EGSD meetings:** EGSD meetings are the only discussion fora on technical issues. The participation of experts and administrative assistance will be required at all EGSD meetings, in accordance with the issues on the agenda of the particular meeting. On the basis of an average of three annual meetings, the contractor shall estimate the total amount of assistance needed.

  For each EGSD meeting, the contractor shall provide:

  - An annotated agenda
  - Preparation notes for the Chairman
  - A list of participants and name plate for each participant
  - A meeting summary identifying agreed conclusions and actions points to be distributed to the EGSD within five working days of the meeting
  - A set of formal minutes for approval by (the Chairman) and the Commission. The minutes should be provided to the Commission no later than ten days after the meeting.

Distribution of agenda and associated papers shall take place at least ten days prior to the EGSD meeting.

Commission technical experts will participate in the EGSD meeting and provide their knowledge and advice as requested by the meeting Chairman.

- **Technical Issues Papers:** For each EGSD meeting, depending on the agenda, the contractor shall provide ‘technical issues papers’ and/or ‘position papers’ for the agenda items where a technical discussion is required. The technical issues papers will briefly outline the issues requiring debate, their relevance for the Single European Sky, indicate priorities and propose a deadline for when the EGSD advice should be provided to the Commission. As required by the EGSD Chairman, a technical issues paper could be complemented by a
more detailed technical working document. Position papers are for formal adoption by the EGSD and require a detailed review process with EGSD members.

Although it is difficult to estimate the number of technical and position papers that will need to be developed, it is estimated that two or three working documents per meeting may need to be prepared. The topics of the technical and position papers to be developed shall be discussed and agreed with the Commission.

The required papers should be provided no later than ten days before the meeting.

- **High-level Annual Report on EGSD activities**: The report will summarise the purpose, activities and achievements of the EGSD for each year of contract duration, illustrating how the EGSD is able to impact on strategic issues within Air Transport. The report will be limited to a max of 10 pages (not including annexes) and suitable for a high level readership including Directors of the organisations represented by the EGSD. The contractor shall estimate the effort required for producing the high-level report.

- **Activities of the EGSD Chairman**: The EGSD Chairman chairs the EGSD meetings and may represent the EGSD in international fora. The contract covers both the activities of the EGSD Chairman through travel and subsistence payments, and the contractor’s assistance to the Chairman such as general briefings and writing speeches and presentations. The contractor shall estimate how much effort is required for providing assistance to the EGSD Chairman for activities such as briefing the EGSD Chairman and writing speeches and presentations.

- **Assistance to member Professional Staff Associations**: In line with the requirements of this contract, travel and subsistence payments will be paid to representatives of the Professional Staff Associations who are designated members attending EGSD meetings.

The activities identified above are expected to cover the next 2-3 EGSD meetings.

3. Reporting

Reporting to be submitted as a consequence of the signing of a specific contract(s):

**Final report**: The final report will be produced to provide a summary of all tasks performed during the period covered by the specific contract, including meetings organised and attended, papers developed, and any further assistance provided to the EGSD Chairman, EGSD member associations or the Commission. If the specific contract is extended, final report shall be provided at the end of each period.

It will also include a copy of all meeting agendas and minutes, technical papers, presentations and letters that the contractor has developed or contributed to as part of the assistance.

The framework contract lays down the procedure for approval of the final report.
VI. Common Provisions for all three groups

1. Duration

The first specific contract will cover a period of 12 months, with the possibility of extension three times for the same period for a total maximum period of four years.

2. Meetings

The contractor is expected to attend the following meetings with the EC:

   a. A kick-off meeting will take place in Brussels, at the latest 30 days following the signature of the contract, in order to agree on the details of the work and deliverables.

   b. A second meeting will be held in Brussels following the submission of the interim NCP progress report and second ICB quarterly report in order to enable the contracting parties to discuss the work accomplished. The contractor will have to take fully into consideration any suggestions made by the Commission.

   c. A third meeting will be held in Brussels at least 10 days following the submission of the final report in order to enable the contracting parties to discuss the work accomplished. The contractor will have to take fully into consideration any suggestion made by the Commission. Representatives from the respective group may be invited to attend these meetings as observers.

Considering the complexity of the tasks, ad hoc meetings may take place with the Commission and representatives of the groups, as appropriate, to identify and monitor the detailed contribution of the contractor to the group's activities. Preparatory meetings will take place between the Commission and the contractor prior to groups' meetings. The meetings may be held via teleconference.

3. Place of performance

The tasks will be performed on the contractor's premises. However:

   – meetings between the contractor and the Commission shall be held on Commission premises in Brussels; and

   – approximately 5 meetings of the NCP plenary and its working groups will be hosted by the NSAs per year, in such a way that adequate mission expenses should be anticipated by the contractor.

4. Mission policy

All travel and subsistence payments shall respect the mission policy and ceilings as set out in Annex 9.
I. Introduction

The Single European Sky (SES) is a major EU policy initiative that aims to enhance performance and modernise European Air Traffic Management (ATM), supporting sustainable air transport growth and contributing to the Europe 2020 strategy. The objective of the SES is to reform ATM in Europe by enhancing safety standards and improving the overall performance of ATM and air navigation services in Europe as a response to increased air traffic. Through the SES the Union has set out to achieve the objectives of tripling the capacity of current ATM systems, increasing safety by a factor of 10, while cutting ATM costs in half and reducing the environmental impact by 10%.

The SES operates through two main threads, or pillars: one address institutional issues aiming to reform ATM organisation and management; the other addresses technological innovation (SESAR project) and interoperability. SES implementation is supported by a number of entities and mechanisms such as: the SESAR Joint Undertaking (SJU), responsible for the R&D activities of the SESAR project; by the SESAR Deployment Manager, responsible for the deployment of the SESAR solutions; by EASA on safety aspects in ATM; by Eurocontrol, which provides technical assistance to the Commission and services related to pan-European functions; Functional Airspace Blocks; performance and charging schemes; etc.

The aim of Lot 2 of this framework contract is to provide the Commission with an independent technical, economic and/or legal assistance in the implementation of the SES policy, including the SESAR project and the performance and charging schemes. Such assistance may include (but not be limited to) providing technical expertise in ATM and economic expertise, drafting opinions, non-binding guidelines and specifications, including legal drafting, providing support in communication such as drafting of articles, fact sheets and project summaries and support in organising workshops and conferences.

Further information and examples of possible future assignments within this lot are provided below. It is structured according to the areas of the SES policy: Functional Airspace Blocks (FABs), Interoperability, SESAR project, performance and charging and other SES subjects.

II. Further information and examples of possible future assignments

1. Functional Airspace Blocks (FABs)

The Single European Sky (SES) is made of Functional Airspace Blocks (FABs). FABs should be large portions of airspace spanning across national borders, in which air navigation services (ANS) are optimised, enabling aircraft to fly without delays on the shortest routes and best flight levels to reduce fuel burn, and paying significantly lower air navigation charges than if FABs did not exist.
By law Member States had to implement FABs by 4 December 2012, but they are not yet meeting all objectives. This non-compliance is an enormous financial burden on airspace users and citizens, giving rise to inefficiencies in the order of 5 billion € annually, which comes in addition to the annual ca 8 billion € paid in ANS charges.

Nine FABs have been established and notified to the Commission:

- UK-IRELAND FAB
- DANISH-SWEDISH FAB
- BALTIK FAB (Lithuania, Poland)
- BLUE MED FAB (Cyprus, Greece, Italy, Malta)
- DANUBE FAB (Bulgaria, Romania)
- FABCE (Austria, Bosnia & Herzegovina, Croatia, Czech Republic, Hungary, Slovak Republic, Slovenia)
- FABEC (Belgium, France, Germany, Luxembourg, the Netherlands, Switzerland)
- NEFAB (Estonia, Finland, Latvia, Norway)
- SOUTHWEST FAB (Portugal, Spain).

Possible future assignments in this area include:

- provision of technical, operational, and economic support to the Commission in its task of monitoring progress in FAB implementation and assessing compliance with all applicable regulatory requirements, for all FABs in existence every time this monitoring and assessment is carried out;
- provision of support in relation to consolidation of the FAB regulatory and operational environment, potential merging of FAB initiatives, inter-FAB cooperation and relationships between FABs, industrial partnerships and Network Manager.

2. Interoperability

The Interoperability Regulation (EC) No 552/2004, as amended by Regulation (EC) No 1070/2009 of the European Parliament and of the Council of 21 October 2009, forms part of the package of legislation on air traffic management aiming at the creation of a Single European Sky (SES I Package). The aim of this regulation is to define common requirements to guarantee interoperability between the various air traffic management systems used, and to establish a harmonised system of certification for components and systems.

The requirements and other legal instruments described in the Regulation can be summarised as follows:

The systems and constituents of the European air traffic management network must meet "essential requirements", as defined in the Regulation.

The Commission can adopt "Implementing Rules" for interoperability to further determine specific requirements, in particular in terms of safety, to describe the procedure for conformity assessment and/or to specify the conditions for implementation, including, where appropriate, the date of compliance (see in table below the list of "Interoperability" IR in force).
The Commission can adopt "Community Specifications" that would be considered as acceptable means of compliance with respect to the essential requirements or the adopted Implementing Rules. (see in table below the list of Community Specifications”).

The Regulation has generated since 2004 nine "Interoperability" Regulations:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>COTR IR Reg. No 1032/2006 as amended by Reg Nr 30/2009 (DLS requirements)</td>
<td>CLDI 4.2</td>
<td>entry into force; applicable to Notification and Initial Coordination</td>
<td>27/07/2006</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DLS IR Re. No 29/2009 (Data Link above FL285) as amended by Implementing Regulation (EU) 2015/210</td>
<td>DLS v1.2.1 (ground)</td>
<td>New applicability</td>
<td>06/02/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mode S Interrogator IR No 262/2009</td>
<td></td>
<td>Entry into force; applicability</td>
<td>20/04/2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AOQ IR Reg. No 73/2010 as amended by implementing Regulation No (EU) 1029/2014</td>
<td></td>
<td>Entry into force</td>
<td>16/02/2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACID IR Reg No. 1206/2011 (aircraft identification for surveillance)</td>
<td></td>
<td>Entry into force</td>
<td>13/12/2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPI IR Reg. No 1207/2011 (surveillance performance, i.e. SSR, ADSB-OUT,...) as amended by Reg (EU) No 1028/2014</td>
<td></td>
<td>Entry into force; applicability</td>
<td>13/12/2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VCS-2 IR Reg. 1079/2012 (8.33 kHz channel spacing everywhere and GAT) as amended by Implementing Regulation (EU) No 657/2013</td>
<td></td>
<td>Entry into force</td>
<td>07/12/2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Possible future assignments in this area include assistance in relation to:

- the monitoring of the implementation of the above Implementing Rules, through e.g. consultation of relevant stakeholders or workshops;
- the setting-up and administration of needed "exemptions" schemes related to those Implementing Rules;
- the ex-post evaluation of the implementation of such Implementing Rules, including a review of the technical and economic impact, e.g. through the organisation of workshops;
- the preparation of non-binding guidelines for stakeholders;
- support of implementation in third countries;
the monitoring, including impact, of ATM related projects carried out in the context of the TEN-T and Connecting Europe Facility (CEF) programme;

ATM standardisation questions, with a particular focus on global harmonisation and the relationship between the SESAR programme and the ICAO ASBUs (such as assistance with the alignment of SESAR ATM updated Master Plan with updated GANP and ICAO ASBUs);

data collection and databases.

3. SESAR project: the technological pillar of the SES

The Single European Sky ATM Research (SESAR) project is the technological pillar of the SES and is based on a new concept according to which the users of the airspace and controllers define together, through a collaborative process and exchange of information, the optimal, predictable and most timely flight path. SESAR contributes to achieving the SES performance objectives through a cycle comprising three interconnected phases through which the Union and ATM stakeholders define, develop and deploy a new generation of ATM systems based on innovative technologies and more efficient operational procedures. SESAR is one of the Union’s most successful technological projects that, over the past 10 years, has become a worldwide reference in ATM modernisation.

The SESAR project cycle has three phases: definition, development and deployment. The definition phase resulted in 2009 in the adoption of the European ATM Master Plan. It is the commonly agreed ATM modernisation roadmap connecting ATM research and development activities with deployment case studies to achieve the SES performance objectives.

With regard to the development phase, the Commission has established in 2007 the SESAR Joint Undertaking (SJU). The SJU is a public-private partnership (PPP) in the form of a Union body, set up on the initiative of the Commission, that is responsible for the implementation of the European ATM Master Plan and for carrying out specific activities aiming at developing and validating the new generation ATM system. The Union, represented by the Commission, and Eurocontrol, represented by its Agency, are the founding members of the SJU. It also comprises 15 other members including airports, air navigation service providers and airborne and ground equipment manufacturers. In 2014 a call for new membership has been published and is currently on-going.

In 2013 the Commission established the SESAR deployment framework\(^\text{11}\) that organises and facilitates the deployment of SESAR solutions supported by the SES instruments. This framework comprises two main instruments: Common Projects\(^\text{12}\) and deployment governance.

In June 2014, the Commission has adopted the first Common Project (the Pilot Common Project)\(^\text{13}\) that aims to deploy the first mature components of the SESAR concept validated by the SJU. Furthermore, the set-up of the three-level deployment governance (Policy, Management and Implementation) was completed and will ensure a synchronised and timely deployment of Common Projects. The Policy level is under the responsibility of the Commission (DG MOVE – Unit E2). The Management and Implementation levels are led by the ATM operational stakeholders that will deploy SESAR functionalities. The stakeholders participating in these two levels form a framework

---

\(^\text{11}\) Commission Implementing Regulation (EU) No 409/2013

\(^\text{12}\) Article 15a of Regulation (EC) No 550/2004 and Articles 4, 5 and 6 of Commission Implementing Regulation (EU) No 409/2013

\(^\text{13}\) Commission Implementing Regulation (EU) No 716/2014
partnership under the responsibility of the SESAR Deployment Manager. The Commission appointed the Deployment Manager and set up the first SESAR framework partnership in December 2014.

The total estimated cost for SESAR deployment is EUR 30 billion up to 2030. The Union will support SESAR deployment through dedicated incentives, which include, in particular, grants from the Connecting Europe Facility (CEF) amounting up to EUR 3 billion from the 2014-2020 multi-annual financial framework.

Examples of possible assignments in this area include providing the Commission with technical, economic and/or legal assistance (including studies, surveys, collection of data and managing databases) in carrying out its tasks as the Policy level of the SESAR deployment governance (Article 8 of the Reg. 409/2013), in particular for:

- assessing the effectiveness of Common Projects, including aspects addressing risk management (e.g. assistance with the design and review of the Commission's risk management plan);
- assessing the effectiveness of the SESAR deployment governance mechanisms, including the satisfaction of stakeholders;
- assessing reports from the Deployment Manager;
- assessing, ex-ante, technical and economic maturity of candidate ATM functionalities for Common Projects;
- assessing proposals for amendments and updates of the Deployment Programme;
- assessing the impact of the SESAR project on the implementation of the SES and on the implementation of Union programmes, such as H2020 and CEF;
- identifying and assessing effectiveness of incentives for SESAR deployment;
- technical assistance to the Commission/INEA in the selection and monitoring of the SESAR implementation projects.

4. Performance and charging of the SES

The performance scheme aims at setting and implementing binding targets for EU Member States in the key performance areas (KPAs) of safety, environment, airspace capacity and cost efficiency. The scheme contains incentive mechanisms, including the sharing of financial risks between air navigation service providers and airspace users. As a consequence, air passengers should benefit from a punctual, greener and more cost-efficient mode of transport with a maintained or even enhanced level of safety. The first reference period (RP1) started on 1 January 2012 for a period of three years, and is followed by five years reference periods (RP2 from 2015-2019). The scheme, binding for the EU Member States, is extended to third states, thus providing benefits to the pan-European dimension of the network.

The performance scheme is closely linked to the charging scheme. Charges are calculated on the basis of determined unit costs that are set under the performance scheme for each year of the reference period.
The assistance to the PRB/Commission in the implementation of performance and charging schemes is covered by the Lot 3 under these Tender Specifications. Under this lot, only additional assistance, not covered by the Lot 3, could be requested.

Possible future assignments in this area:

- study on further development and/or reform of the performance scheme (development of options for the third reference period with indicators in all four key performance areas, as well as consideration of extension of the scheme to other areas including to noise at airports or the development of the concept of gate-to-gate performance scheme);
- study on further development and/or reform of the charging scheme (development of options for the third reference period, including assessment of economic and legal aspects);
- study on design of incentive schemes to promote the efficient use of ATM infrastructure.

5. SES policy – other aspects

Commission priorities for 2014-2019 are to complete by early 2016 and implement from 2016 onwards the revised SES legislative framework through the SES 2+ initiative. In this context, and depending on the content of the legislative text once adopted, sensitive issues such as the market opening for support services (at an appropriate level: local, regional or central), the structural separation between services providers and oversight authorities and further development of a fifth pillar on human factor, including the management of change, are areas in which technical, economic and legal support (in the form of studies and/or data collection, workshops, etc.) may be required.

Furthermore, existing regulatory framework needs further consolidation such as the regulation dealing with the Network Manager.

Possible future assignments in the area of SES policy include:

  - assistance with potential updates of the existing regulatory framework prior to the nomination of the Network Manager for the period starting in 2020,
  - assessment in the area of the Network Manager cost base;
- collection, validation, analysis and reporting of the data from the National Supervisory Authorities of the Member States and States covered by the SES legislation, from the air navigation service providers and the military authorities of the Member States on the effective implementation of the SES legislation pursuant to Article 12 of Regulation (EC) 549/2004;
- data collection, statistics and databases in particular related to:
  - air traffic flows, length of flight paths, fuel burn, fuel savings,
  - benchmarking of the performance of the air navigation service providers,
noise, CO2 and NOX emissions from aircrafts at local (airport), regional and network levels for the assessment of impacts and policy formulation purposes,
- airspace congestion,
- air traffic flow management delays,
- etc.;
- analysis of the conformity of the Member States national legislation as well as regulatory or administrative provisions with SES rules. Analysis of the application of these rules.
- preparation of the reporting templates to be used by the States covering all SES legal requirements;
- assistance to formulate legal and or/technical recommendations to the Commission in view of ensuring compliance of the States towards the EU law;
- analyses and studies concerning regulatory simplification for the aviation sector;
- analysis, assessment and monitoring of appropriations granted by EU Funds;
- studies and analyses, including the social, socio-economic, regulatory and fiscal aspects, relating to aviation, comprising questions relating to market liberalisation and management of change;
- studies and analyses of policies related to technology development and deployment, economic performance and contribution to the SES policy objectives;
- economic/statistical analyses and market studies relating to aviation, financial assessment of investments, cost-benefit analysis, congestion management and taxation schemes;
- development of systems, including IT systems, for monitoring or forecasting developments in the aviation sector;
- assessment of economic and other measures related to environmental objectives of the SES policy.

**III. Content of the Technical Offer**

Under this Lot, for the purpose of the award process of the framework contract, the tenderers are requested to present the following information as a part of their Technical Offer:
- Description of the current SES policy context, highlighting key issues and challenges;
- Case study 1 "Support to the implementation of Regulation (EU) No 1079/2012";
- Case study 2 "Policy level of the SESAR Deployment Governance";
- Case study 3 "Financial incentive schemes in the key performance area of capacity"

The tenders shall also contain any additional information not covered in the documents above needed for addressing the evaluation criteria of the framework contract listed in section 3.4 (such as the demonstration of the ability of rapid response, timely availability of the specific expertise required and quality control and mechanism to guarantee continuous service as specified in the Award criterion 3, etc.).
1. Description of the SES policy context

The tenderer should present his understanding of the SES policy including all the above-mentioned areas (FABs, interoperability, SESAR, performance and charging and other SES subjects), covering the related implementing mechanisms, involved entities, the relations and dependencies between them.

He should highlight the key issues and challenges in the current context and for the future. He should also provide his view of the recently adopted and forthcoming initiatives.

The objective of this requirement is to show that the tenderer has a good knowledge of the SES policy and that he understands the context in which the SES initiatives are taken and the challenges ahead.

The description should not be longer than 10 pages.

2. Case studies

The tenderer shall elaborate on each case study described below in maximum 30 pages by providing a "sample" specific tender consisting in a Technical and a Financial part14 in accordance with section 4.2 of the Tender Specifications, providing in particular a detailed description of:

1. the understanding of the subject of the case study and of the expressed requirements and identification and assessment of the challenges (technical and non-technical), covering inter-dependencies with other areas of the SES policy;

2. the methodology and approach on how the tenderer intends to meet the requirements listed for each case study;

3. the tasks and activities they intend to perform, the envisaged content of the outputs and deliverables, the risks to be addressed, team management and quality assurance arrangements;

4. the cost of the case study calculated as the global price referred to in the Financial offer (section 3.6 of the Tender Specifications) and further information requested for the Financial part in accordance with section 4.2.b. of the Tender Specifications.

The envisaged duration of each assignment covered by the case study shall be 12 months and all assignments run simultaneously. Each case study will require as a minimum four meetings (one kick-off meeting, two progress meetings and one final report meeting) between the contractor and the Commission. All meetings shall be held at the Commission's premises in Brussels.

The Commission estimates that in order to perform the described assignments, the contractor should devote no less than 100 person-days. The Commission also estimates that no more than 25 % of these person-days should be devoted to non-specialised profiles (i.e. Junior Consultant, Technical Writer, Project Manager…). However, the tenderer shall make his own assumptions on the total workforce and the specific profiles required to perform each described assignment. For each case study, the tenderer shall add a clear explanation on how the profiles and total person-days of the project team are determined. The absence of these comments will result in a lower score under the award criteria in question.

---

14 The financial part is required in order to assess the allocation of resources.
Case study 1: Support to the implementation of Regulation (EU) No 1079/2012

Commission Implementation Regulation (EU) No 1079/2012, as amended by Implementing Regulation No 657/2013, lays down requirements for voice channels spacing for the Single European Sky. It is known as the 8.33 kHz Implementing Rule. In particular it extended and replaced the Commission Regulation (EC) No 1265/2007 of 26 October 2007 which aimed at the coordinated introduction of air-ground voice communications based on 8.33 kHz channel spacing in the airspace above Flight Level (FL) 195.

The status of implementation of the Regulation has been recently assessed in a workshop held on 27 January 2015 as follows:

i. Currently the implementation of the VCS Regulation seems under control with good progress for ground implementation by the ANSPs, for state aircraft equipage by the military community and for civil aircraft equipage by commercial airlines. General aviation stakeholders, including recreational aviation users, however still have concerns on the cost burden and are looking for ways to have that burden eased, notably through possible incentives.

ii. However, in the longer run, and looking at the end dates of the mandate (2018), there are worries that major issues, i.e. delays, will occur in 2018, if the implementation progress is not monitored and managed properly.

iii. Improved awareness raising, coordinated monitoring and steering of the implementation, including the handling and coordination of exemptions (for civil and state aircraft) should be considered by the Commission and possibly allocated to the Network Manager RFF function. Handling exemptions should ideally also be coordinated.

A further monitoring of the implementation of the Regulation and assessing the ways to address some of the raised worries and suggestions is necessary. It is the intention of the Commission to carry out such needed tasks and technical assistance is required. In support of that, the tenderer is expected to elaborate a work plan with concrete actions/steps to carry out in the next 12 months:

The elaborated and described work plan shall include as a minimum:

- Two intermediate surveys of the state of the implementation of the Regulation by relevant stakeholders;
- The organisation of one stakeholder workshop after 1st survey;
- A proposed awareness raising campaign on specific milestones (e.g. for exemption requests);
- A proposed coordination for the handling of exemption requests;
- A suggested list of tasks to be covered by the Network Manager radio frequency function.

For this case study, the tenderer’s proposed sample specific tender shall also include a list of the regulated parties and stakeholders to be contacted to obtain the required information.

Case study 2: Policy level of the SESAR Deployment Governance

Under the Regulation (EU) No 409/2013, the Commission is responsible for the Policy Level of the SESAR deployment governance and in particular for setting up and adopting Common Projects, for approving the deployment programme and selecting implementation projects with the ultimate aim to ensure that the benefits expected from the SESAR deployment materialise in full and in time.
The contractor is asked to provide technical assistance to the Commission over 12 months and fulfil following the tasks:

- Elaborate the draft of the risk-management strategy of the Policy Level, in particular identify the main risks and the possible ways of addressing them and suggest prioritisation and timing of risk-mitigation measures, taking into account interdependencies with other areas of SES policy;
- Assess the Deployment Programme (DP V.1) submitted by the Deployment Manager, taking into account the risks identified above, in view of its adoption by the Commission;
- Further elaborate the criteria for the selection of ATM functionalities (Article 4 of Reg. 409/2013) for the set-up of common projects;
- Technical assistance over the period of 2 months in the evaluation by INEA and the Commission of 100 SESAR related projects submitted under the INEA call, taking into account the identified risks.

For this case study, the tenderer’s proposed sample specific tender shall also comprise actions and steps to carry out, including, if appropriate, consultation of relevant stakeholders, in a period of 12 months.

Case study 3: Financial incentive schemes in the key performance area of capacity

Starting from the second reference period (RP2), Member States are obliged to develop financial incentive schemes to support the achievement of performance targets in the key performance area of capacity. Article 15 of Commission Implementing Regulation (EU) No 391/2013 (the charging Regulation) and Article 12 of Commission Implementing Regulation (EU) No 390/2013 (the performance Regulation) are laying down the principles for incentive schemes.

The contractor is asked to provide technical assistance to the Commission and fulfil the following tasks:

- Assess the incentives schemes currently developed by Member States as to their mechanisms, effectiveness and compliance with the principles set out in the legislation;
- Develop guidance on financial incentives schemes in the key performance area of capacity taking into account other incentive mechanisms that exist in the performance and charging Regulations (cost-sharing, traffic risk-sharing, etc.). The guidance should help to harmonise the schemes that are currently applied;
- Further elaborate the criteria or propose a revision of the criteria for financial incentives schemes in the key performance area of capacity;
- Develop a proposal how schemes can be changed during an on-going reference period.

For this case study, the tenderer’s proposed sample specific tender shall also comprise concrete actions and steps to carry out, including potential consultation of relevant stakeholders, in a period of 12 months.
I. Introduction

The performance scheme aims at setting and implementing binding targets for EU Member States in the key performance areas (KPAs) of safety, environment, airspace capacity and cost efficiency. The scheme contains incentive mechanisms, including the sharing of financial risks between air navigation service providers and airspace users. As a consequence, air passengers should benefit from a punctual, greener and more cost-efficient mode of transport with a maintained or even enhanced level of safety. The first reference period (RP1) started on 1 January 2012 for a period of three years, and is followed by five years reference periods (RP2 from 2015-2019). The scheme, binding for the EU Member States, is extended to third states, thus providing benefits to the pan-European dimension of the network.

For the purpose of the implementation of performance and charging schemes, the Commission is at present assisted by the Performance Review Body (PRB) who is charged with providing an independent advice to the Commission in accordance with Article 3 of the Commission Implementing Regulation (EU) No 390/2013. The PRB is made-up of 12 members and 1 Chairman who are appointed by a Commission decision. In order to perform its tasks effectively, the PRB itself needs support in several areas. The support to the PRB is currently provided from different sources: Performance Review Unit (PRU) of the Eurocontrol agency, EASA, consultancies, etc.

Discussions are currently on-going on the future assistance to the Commission that may take place through the PRB or possibly without it, through an alternative mechanism (such as a Commission working group).

Lot 3 aims at a conclusion of a single framework contract with one contractor in order to provide support to the PRB or directly to the Commission. These two possibilities are reflected in the text below by references to "PRB/Commission". The support includes economic, technical, legal, organisational, IT/data, secretarial and logistical assistance.

The support to the PRB/Commission essentially consist of three main streams:

1. general support on organisational, administrative, drafting (in English) and editorial aspects. The support under this stream is a continuous task requiring the provision of a Programme Support Office, encompassing the coordination of the PRB/Commission's work;

2. qualified expert support with expertise in the four key performance areas (safety, environment, capacity, cost-efficiency), which includes the provision of robust economic and regulatory analysis concerning the implementation of the performance and charging schemes;
3. The collection of data and provision of databases: the data requirements are set out in Annex V of the performance Regulation (Commission Implementing Regulation (EU) No 390/2013). In addition to this, the charging Regulation (Commission Implementing Regulation (EU) No 391/2013) requires the provision of specific reporting tables as set out in the Annex of this Regulation. Based on this data, the PRB/Commission is providing its analysis and assessment in the four key performance areas of the performance scheme.

To this end, the Commission may require support to set-up a data-base for the collection of the above data. This would include the validation of the data and regular quality assessments. The contractor may be further asked to develop a tool that allows for the exchange of data already submitted to Eurocontrol.

II. General requirements

The assistance to the PRB/Commission should comply with the principles of transparency, impartiality and independence. In particular, this will require the adequate separation of the tasks performed by the contractor when assisting the PRB/Commission from other tasks performed by the contractor. It is further required to demonstrate the continuity and stability of the assistance to the PRB/Commission's activities.

In its tender, the contractor shall demonstrate how these requirements will be implemented in practical terms. The application of the above requirements will be monitored carefully by the Commission.

The output documents (reports, papers, templates, web tools, and ad-hoc transmissions) will be provided against templates agreed with the Commission. The final graphical design of output documents to be published including the use of visual identity (logos, etc.) shall be approved by the Commission. They shall contain all relevant information with clear and concise arguments for the PRB’s / Commission's case. All drafts and completed documents will be placed on the Commission designated website and/or document exchange system. The Contractor authorises in accordance with the relevant legislation the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data delivered under the Contract. All data, including raw data used in the assessment shall be stored on systems specified by the Commission. All newly developed websites, documents exchange systems or databases shall be owned by the Commission.

In order to ensure the efficient and effective execution of the tasks, a number of staff members of the contractor selected by the Commission may be allocated full time to workspace in Commission premises.

III. Content of the Technical Offer

Under this lot, the tenderers are required to submit as a part of their technical offer for the Framework contract:

---

15 For examples of past PRB reports, see: [http://www.eusinglesky.eu/prb-reports.html](http://www.eusinglesky.eu/prb-reports.html).
a detailed specific tender for the first specific contract, which will cover the assistance for the period of 24 months. The specific tender shall comply with section 4.1 (containing the technical and financial part\textsuperscript{16}) and shall be divided in two separate parts responding to the two first support streams described in the Terms of Reference below in such a way that each part can be contracted separately. After the framework contract will be awarded and signed with the winning tenderer, the Commission will be in a position to directly evaluate the already submitted first specific tender by applying the criteria listed in section 4.2 and in case of a positive evaluation, award the first specific contract covering the 1\textsuperscript{st}, 2\textsuperscript{nd} or both support streams. The Commission may nevertheless request a new (adapted) tender from the awarded contractor, if needed due to a change of circumstances. The start of the first specific contract is expected as from the beginning of 2016.

For the 3\textsuperscript{rd} support stream, the tenderers are required to produce and submit;

a. the overview of the current processes for data submission by data providers following from Article 21 and Annex V of the performance Regulation (the list is provided below); and

b. the draft concept for a new Commission database for the performance and charging data.

The overview shall identify per data provider and per data-set specification of Annex V to the performance Regulation how the data is provided and by whom. The concept for the new database shall take into account the data requirements set out in Annex V of the performance Regulation and the requirement for the provision of specific reporting tables in the charging Regulation as set out in its Annex.

The overview and the draft concept should not exceed 20 pages.

After the framework contract will be awarded and signed with the winning tenderer, depending on the future organisation of the assistance to PRB/Commission, the Commission may sent to the contractor a Request for Services asking it to submit a tender related to the 3\textsuperscript{rd} support stream above in order to provide, in part or in whole, for the conception of the new database or a tool that allows for the exchange of data already submitted to Eurocontrol.

The tender shall include also any additional information not covered in the documents above needed for addressing the evaluation criteria of the framework contract listed in section 3.4 of the Task Specifications (such as the demonstration of the ability of rapid response, timely availability of the specific expertise required and quality control and mechanism to guarantee continuous service as specified in the Award criterion 3, etc.).

The tenderers should note that the following years (the years following the expiry of the first specific contract) the volume of work and the activities necessary to support the PRB/Commission are expected to be the same or very similar. Nevertheless, some modifications might be needed in case circumstances change.

\textbf{IV. Terms of Reference for general support on organisational, administrative, drafting and editorial aspects (1\textsuperscript{st} support stream)}

\textsuperscript{16} The financial part is required in order to assess the allocation of resources.
1. Description of tasks

In accordance with past experience the following activities to support the PRB/Commission¹⁷ are foreseen:

a) **PRB meetings**: based on current practice, PRB meetings (2-day meetings) will take place normally six times per year. In addition, telephone conferences or online meetings (Webex) are organised as necessary. For each meeting, the contractor shall provide assistance to prepare papers as agreed with the PRB and prepare minutes that are to be submitted to the Commission.

b) **PRB subcommittee meetings**: The PRB has created two subcommittees (operational, economic). These subcommittees meet also six times per year. In addition, telephone conferences or online meetings (Webex) meetings are organised as necessary. For each meeting, the contractor shall provide assistance to prepare papers as agreed with the PRB and prepare minutes that are to be submitted to the Commission.

c) **Management of attendance of PRB members and administrative assistance** for all PRB meetings, including the management of papers, production of agenda and circulation of papers as required by the PRB Chairman via a document exchange system. The contractor should also maintain a contact data base for the PRB.

d) **Other meetings including stakeholder meetings**: the PRB and the PRB Chairman have regular meetings with the Commission and external stakeholders, including with the NCP (approx. 4 per year), ICB (approx. 2 per year), EASA (approx. 2 per year), SESAR JU (approx. 2 per year), SESAR DM (approx. 2 per year), Network Manager (approx. 5 per year), etc. The contractor should provide administrative assistance (invitations, contact database, note-taking, meeting reports, etc.) in the preparation of those meetings, including the assistance with drafting of papers or presentations for those meetings. The PRB Chairman is also participating in the meetings of the Single Sky Committee (approx. 5 per year), for which the contractor should provide support in the preparation including the assistance with drafting of papers or presentations as required by the agenda of the Single Sky Committee.

e) **Assistance with drafting of ad-hoc briefing papers or presentations** on performance and charging as required by the Commission.

f) **Set up of NCP working group performance meetings (+/- 3 meetings per year)** in Commission premises, including preparation of a draft agenda. Compilation of reports and papers required by the agenda of the NCP working group performance and in agreement with the Commission.

g) **Maintenance, publication and coordination of a calendar of all national/FAB consultation meetings** in relation to the performance and charging scheme.

¹⁷ In case the support is provided directly to the Commission, the nature and tasks below are expected to be the same or very similar. The references to "PRB" in the section below shall be read as reference to the Commission (or possibly a Commission working group).
h) **Provision of a document exchange system**: the PRB is using a system that allows the continuous exchange of documents in a secure way (including version control). The contractor should provide a document exchange system (building on lessons learned with the current one).

i) **Provision of a web-site**: The PRB currently uses a temporary web-site ([www.eusinglesky.eu](http://www.eusinglesky.eu)). The contractor should develop a permanent site, possibly on a Commission server. Via the web-site a meeting calendar should be maintained, including consultation meetings of Member States (see g)). The web-site should also allow for the registration for PRB stakeholder meetings.

j) **Data exchange and information provision**: Publication of data via web interface with regular updates (at least quarterly with Q1 data by end of April each year, Q2 data by End July each year, Q3 data by end October each year and Q4 data by end of January the following year), including on-line performance interactive dashboard with key user functionalities such as clickable maps, interactive tables, download area, meta data, etc. Data shall be published as open source in accordance with EU policy. The dissemination of performance-related data published through the web-base performance data portal should be done in coordination with the Network Manager, Eurocontrol and EASA as well as with the data providers referred to in Annex V of the performance Regulation.

Finally, the PRB may need to get assistance to address any other SES-related issues which may emerge that affect the work of the PRB. Potential additional assistance (up to 10% of the value of the contract) shall be anticipated.

### 2. Reporting and deliverables

Reporting and deliverables to be submitted as a consequence of the signing of a specific contract(s):

1. A detailed **Work Plan** shall be submitted to the Commission at the latest one month after the kick off meeting. The Work Plan is a detailed proposal of tasks and activities to be carried to assist the PRB/Commission over the period of 24 months. The Work Plan shall address entirely the required assistance to the PRB/Commission, providing a detailed list of deliverables, with estimated amount of effort required for carrying out tasks and producing deliverables.

   For the purpose of the approval, the Work Plan shall be treated as an inception report. The framework contract lays down the procedure for approval of reports.

2. **Interim progress report**: the contractor will submit a comprehensive interim progress report 10 months after the start of the contract which will provide an overview of its contribution to the PRB/Commission (including minutes, information/working papers/reports, outcome of the activities such as non-binding guidelines...).

   The report and outcome of the PRB/Commission activities shall be of publishable quality.
The framework contract lays down the procedure for approval of the report.

3. Final report: The contractor will submit a final report as specified in the framework contract. The final report will be delivered in two paper copies and one electronic version (by e-mail or USB key). The electronic version shall also contain the other deliverables as mentioned above. It will also include a copy of all meeting agendas and minutes, technical papers, presentations and letters that the contractor has developed or contributed to as part of the assistance.

If the specific contract is extended, final report shall be provided at the end of each period.

The framework contract lays down the procedure for approval of the final report.

V. Terms of Reference for the provision of qualified expert support with expertise in the four key performance areas (safety, environment, capacity, cost-efficiency) (2nd support stream)

1. Introduction

The PRB, as an independent advisory body, is assisting the Commission in the implementation of the SES performance and charging schemes according to Commission Implementing Regulations (EU) No 390/2013 and (EU) No 391/2013. The tasks of the PRB related to the performance scheme on for which the contractor should provide support are laid down in Article 3(3) of Commission Implementing Regulation (EU) No 390/2013. The tenderers should note that the support may need to provided directly to the Commission; the nature and tasks below are nevertheless expected to be the same or very similar.

Under this stream the contractor would be required to perform analysis in support to the PRB/Commission. It is expected that the contractor establishes a group of experts within which at least 15 members are permanently and exclusively working in support to the PRB/Commission, while the majority of them are supposed to work in the field of economic analysis. The contractor would carry out the analysis under the direction of the PRB/Commission. It is the Commission that defines the detailed requirements for the support to be provided by the contractor during the contract duration. The main PRB/Commission tasks are listed below:

1. examination and validation of performance-related data;
2. advice on setting and the revision of Union-wide performance targets;
3. the consistency assessment of adopted performance plans, including performance targets, with the Union-wide targets;
4. where appropriate, the consistency assessment of the alert thresholds adopted in accordance with Commission Implementing Regulation (EU) No 390/2013;
5. assessment of the performance plan of the Network Manager, including its consistency with the Union-wide performance targets;
6. monitoring, benchmarking and review of the performance of air navigation services and network functions including investment and capital expenditure, at local and Union levels;
7. monitoring of the overall performance of the European ATM network, including the preparation of annual reports to the Single Sky Committee.

The contractor is required to provide assistance to the PRB/Commission to deliver those tasks. This includes, for example, the assessment of cost-efficiency of the air navigation service provision measured in determined and actual (unit) costs for en-route and terminal services per Member State, charging zone, or in the case of terminal services, per airport. Assessment of cost allocation between terminal and en route air navigation services and a further detailed analysis of the cost base of Member States (such as meteorological costs, States costs, Communication Navigation Surveillance costs …) is required. Concerning the environmental performance (horizontal flight efficiency of the actual trajectory and the last filled flight plan) an assessment is to be done in respect to a measurement of the comparison of the actual trajectory and the flight plan to the great circle distance and derived from surveillance data (to be collected, see stream 3.). In addition, analysis related to delays is required, measured as an average Air Traffic Flow Management delay, de-composed into primary factors causing the delays (difference between estimated take-off time and calculated take-off time allocated by the central unit of ATFM).

It has to be noted that for safety related analysis, coordination with the Commission and European Aviation Safety Agency (EASA) will be necessary.

In respect to the charging Regulation, the PRB/Commission assists the Commission in the compliance assessment of unit rates under Article 17 of that Regulation and the assessment of cost exempt from cost-sharing under Article 14(2). The contractor is required to support the PRB/Commission in this work by providing detailed analysis for each submission (submissions are normally done per Member State and charging zone, in the case of cost exempt from cost-sharing this further entails detailed analysis of cost items per entity concerned, e.g. air navigation service provider, meteorological service provider, etc.). For this analysis, the contractor has to review assessments made by national supervisory authorities.

The contractor may further be asked to give support to the PRB/Commission in respect to the assessment of restructuring costs (Article 7(4) of the charging Regulation), services provided under market conditions (Article 3 of the charging Regulation), application of incentives schemes (Article 15 of the charging Regulation) and modulation of air navigation charges (Article 16 of the charging Regulation).

2. Detailed description of tasks (over a period of two years)

1.1. Review of the performance and charging scheme

1.1.1. Deliverables

1.1.1.1. Provision of assistance to the PRB/Commission to review the effectiveness of the performance and charging schemes.

1.1.1.2. Support in development and report on options for RP3 performance scheme with extension to other areas, including to
1.2. Preparation of annual monitoring reports to the Commission

1.2.1. Deliverables

1.2.1.1. Initial review report on performance in all key performance areas (except safety) covering the Network Manager for internal analysis and discussions. Specifying PRB/Commission areas of focus and risks to delivery. This should be supplemented through an update of the performance dashboard in February each year.

1.2.1.2. In conjunction with EASA an initial review report on safety performance sent to all participating states for their internal analysis and discussions. Specifying PRB/Commission areas of focus and risks to delivery. This should be supplemented through an update of the performance dashboard in April each year.

1.2.1.3. Confirmation of receipt of individual Member States’ monitoring reports sent to the Commission and analysis as to their completeness and compliance with established standards.

1.2.1.4. Report giving critical review on performance achieved by States and the Network Manager, as well as possible corrective measures taken by NSAs or the Network Manager in all four KPA’s specifying the PRB/Commission assessment on the effectiveness of the measures applied by States and the Network Manager and risk to delivery, as well as recommendations for the Commission to consider. This report should present the EU-wide view of performance in preceding year compared to targets and/or planned as well as, in annex, a short, focused and factual template per State and/or Performance Plan. All States’ annual monitoring reports should be aggregated in a specific additional document.

1.2.1.5. Capital expenditure report at Union and local levels including information on deferment of investments and associated impacts.

1.3. Assistance to the Commission in assessing Member States’ compliance with the charging regulation

1.3.1. Deliverables

1.3.1.1. The gathering of information based on reporting tables on the unit rates for year n+1 (terminal and en route).

1.3.1.2. Assessment of the unit rates for year n+1 as to their compliance with the performance and charging regulation including advice to the Commission in the form of a report with recommendations detailing the corrections needed (if any) in respect to the final unit rate for year n+1.
1.3.1.3. Input to Commission decisions on compliance/non-compliance of unit rates for year n+1 for all participating States.

1.3.1.4. Report each year on the use of the concept of costs exempt from cost sharing, their eligibility in respect to the guidance that was developed and its foreseen application at the end of the reference period to be included in costs for the following reference period.

1.3.1.5. Report on the application of incentive schemes used by Member States, and their effectiveness to incentivise desirable behaviours and risks to delivery and benefits and the application of the scheme(s) in relation to the charging regulation.

1.3.1.6. Input to a Commission Recommendation on the use of incentive schemes.

1.3.1.7. Analysis and report per submission on the analysis of restructuring costs stating strategic objectives to be achieved, the analysis of the costs, assessment of the business case provided, the expectation on delivery of benefits and the time period that the cost of change would need to be applied. This should include the provision of recommendations to the Commission on the acceptability or rejection of the submission.

1.3.1.8. Report on the required performance metrics to track the implementation of restructuring plans on a local, regional or EU-level.

1.3.1.9. Analysis per submission on the use of the concept of market conditions for terminal air navigation services and/or CNS, MET, AIS services in line with the assessment criteria laid out in Annex I of the charging Regulation.

1.3.1.10. A report on supervision of compliance check requested by the Commission on a state or group of states indicating results of the check performed and by whom listing resources utilised for the check.

1.4. Review of Union-wide or local targets following Articles 17 and 19 of the performance Regulation

1.4.1. Deliverables

1.4.1.1. A report to the Commission on the necessity to revise Union-wide targets (when required)

1.4.1.2. A report to the Commission on the necessity to revise local target(s) (when required)

1.4.1.3. Input to a Commission Decision on the necessity to revise Union-wide or local targets
1.5. Assistance to the Commission in the assessment of revised performance plans following revision of Union-wide or local targets

1.5.1. Deliverables

1.5.1.1. Assessment report on the re-planning by a State or group of States. Specifying what has changed and the necessity of the change including the overall effect on Union-wide targets.

1.5.1.2. Input to a Commission Decision on consistency /inconsistency of revised targets

1.6. Advice to the Commission in assessing performance of non-EU States preparing for the application of provisions of the performance and Regulations

1.6.1. Deliverables

1.6.1.1. Assessment report assessing performance plans and targets in respect of consistency and adequate contribution, including recommendations to accept, or reject, performance plans (or parts thereof) from a state or group of non-EU States based on clear evidential findings and assessment of those findings. Including analysis of the views of State to the assessment report where available.

1.6.1.2. Depending on the outcome of the assessment and the Commission's views, input to relevant Decisions.

1.7. Advice to the Commission in assessing amended performance plans following the setting of Union-wide targets on cost-efficiency of terminal air navigation services including the Network Performance Plan contribution to airport operations

1.7.1. Deliverables

1.7.1.1. Draft assessment report of findings of the PRB/Commission for consultation with States. This task will be based on the collection of amended performance plans due by 30 June 2016.

1.7.1.2. Final assessment report assessing performance plans and targets in respect of consistency and adequate contribution to Union-wide targets, including recommendations to accept, or reject, performance plans (or parts thereof) from a state or group of states based on clear evidential findings and assessment of those findings, including analysis of the views of State to the assessment report where available.

1.7.1.3. Depending on the outcome of the assessment and the Commission's views, input to a Commission Decision on consistency /inconsistency of targets with Union-wide targets

1.8. Advice on the setting of Union-wide performance target for RP3 following the Commission consultation mechanisms
1.8.1.1. PRB/Commission consultation response report on target setting for RP3 summarising key positions of industry, an analysis of the positions providing evidence to support, or reject industry proposals and views and recommending for the final target setting ranges for Commission consideration.

1.8.1.2. Benchmarking report compiled from the annual monitoring reports and other associated performance data prepared for Union-wide target setting

1.8.1.3. Target setting recommendations with description of target ranges, rationale used to construct the targets, including a risk review of traffic forecasts and assumptions made.

1.9. Advice to the Commission in assessing all performance plans including the Network Performance Plan for RP3

1.9.1.1. Draft assessment report of findings for consultation with States.

1.9.1.2. Final assessment report assessing performance plans and targets in respect of consistency and adequate contribution to Union-wide targets, including recommendations to accept, or reject, performance plans (or parts thereof).

3. Reporting and deliverables

Reporting and deliverables to be submitted as a consequence of the signing of a specific contract(s):

1. A detailed Work Plan shall be submitted to the Commission at the latest one month after the kick off meeting. The Work Plan is a detailed proposal indicating the staff members (experts) and their field of activities to assist the PRB/Commission over the period of 24 months. The Work Plan shall describe how the experts will deliver the analysis, providing an indication of expected deliverables, with estimated amount of effort required for carrying out tasks and producing deliverables.

   For the purpose of the approval, the Work Plan shall be treated as an inception report. The framework contract lays down the procedure for approval of reports.

2. Interim progress report: the contractor will submit a comprehensive interim progress report 10 months after the start of the contract which will provide an overview of its contribution to the PRB/Commission (including summary of analysis performed).

   The framework contract lays down the procedure for approval of the report.

3. Final report: The contractor will submit a final report as specified in the framework contract. The final report will be delivered in two paper copies and one electronic version (by e-mail or USB key). The electronic version shall also contain the other deliverables as mentioned
above. It will also include a copy of all technical papers, presentations and analysis that the contractor has developed or contributed to as part of the assistance.

If the specific contract is extended, final report shall be provided at the end of each period.

The framework contract lays down the procedure for approval of the final report.

VI. Outline of the Terms of Reference for the collection of data and provision of databases (3rd support stream)

1. Description of tasks

Under this stream the contractor would be required to ensure the collection of data and provide databases (and/or tool allowing for an exchange of data already submitted to Eurocontrol) allowing for analysis and studies concerning as required in the performance and charging Regulations, such as:

- data related to the cost-efficiency of the air navigation service provision and users charges (see reporting tables of the charging Regulation)
- data related to environmental performance (horizontal flight efficiency)
- data related to delays measured as an average Air Traffic Flow Management delay (capacity)
- data on the establishment of additional key performance indicators (depending on further developments)
- provision of data of Air Navigation Services at the airports;
- data related to the cost base and unit rates for en-route and for Terminal Management Areas (TMA) of the EU Member States and States covered by the SES-legislation.

For safety-related data, coordination with the Commission and European Aviation Safety Agency (EASA) competent for ATM safety, in accordance with EASA powers and duties will be necessary.

2. List of data to be collected

For the purpose of performance review, the following need to be collected. Most of the data are currently submitted to Eurocontrol.

1. **By national supervisory authorities**
   i. **Data-set specification**

   National supervisory authorities shall provide the following data:

   (a) information required to comply with the safety key performance indicators referred to in Annex I;

   In addition, national supervisory authorities shall ensure that the following data is made available:

   - data used and calculated by the central unit of ATFM as defined in Regulation (EU) No 255/2010 on ATFM such as flight plans for general air traffic under IFR rules, actual routing, surveillance data based on 30

   See also Annex V of the performance Regulation
seconds reporting interval, *en route* and airport ATFM delays, exemptions from ATFM measures, respect of ATFM slots, frequency of conditional route usage;

ATM-related safety occurrences;

information on safety recommendations and corrective actions taken on the basis of ATM-related incident analysis/investigation in accordance with Regulation (EU) No 996/2010\(^{19}\) on accident investigation and Directive 2003/42/EC\(^{20}\) on occurrence reporting in civil aviation;

information on the elements in place to promote the application of a just culture;

data in support of tasks referred to in Article 4(1)(m) and (n) of Commission Regulation (EC) No 2150/2005 laying down common rules for the flexible use of airspace (FUA)\(^{21}\);

data in support of tasks referred to in paragraph 8 of Annex V to Commission Regulation (EU) No 677/2011 laying down detailed rules for the implementation of air traffic management (ATM) network functions.

National supervisory authorities shall ensure that the use of a common list of causal / contributing factors for the occurrence analysis is mandatory.

National supervisory authorities shall collect and make available the following:

information collected by air navigation service providers through automated safety data recording systems where available;

trends in, at the minimum, separation minima infringements, runway incursions, airspace infringements and ATM-specific occurrences at all air traffic services units;

information on how the FUA concept is applied by the national/FAB authorities to provide the optimum benefit for both civil and military airspace users.

**ii. Periodicity and deadlines for data provision**

Data referred to in points 1.1(a), (c), (d), (e), (f), (h) and (i) shall be provided on an annual basis. Before 1 February of each year, the national supervisory authorities shall report to EASA the yearly measurement of the questionnaires on effectiveness of safety management (point 1.1(a)) and just culture (point 1.1(e)) for the previous year. If there are any changes in the yearly measurement of the KPIs, the national supervisory authorities shall present those changes before the next annual report is due.

Data referred to in points 1.1(b), and (g) shall be made available on a monthly basis.

Before 1 February of each year, the national supervisory authorities shall submit their yearly survey on the application of the FUA concept, as referred to in point 1.1 (j), for the previous year.

**b) BY AIR NAVIGATION SERVICE PROVIDERS**

This section applies to air navigation service providers providing services as referred to in Article 1(2). In individual cases, national authorities may include air navigation service providers below the limit set in Article 1(3). They shall inform the Commission accordingly.

**i. Data set specification**

Air navigation service providers shall make available the following:

(a) data referred to in the Eurocontrol Specification titled “EUROCONTROL Specification for Economic Information Disclosure, Edition 2.6 of 31 December 2008 with the reference EUROCONTROL SPEC-0117 for the provision of data up to, and including, year 2013 and Edition 3.0 of 4 December 2012 from year 2014 onwards;

annual reports and the performance-related part of the business plans and the annual plan established by the air navigation service provider in accordance with Section 2.2 and 9 of Annex I to Regulation (EU) No 1035/2011;

their investment plan for the reference period;

---


information required to comply with the safety KPIs referred to in Annex I, Section 2, point 1.1(a);

information on the elements in place to promote the application of a just culture;

Air navigation service providers shall collect and provide the following data:

- information collected through automated safety data recording systems where available.
- trends in, at the minimum, separation minima infringements, runway incursions, airspace infringements, and ATM-specific occurrences at all air traffic services units.

ii. Periodicity and deadlines for data provision

Data for year n referred to in point 2.1(a) shall be provided on an annual basis before 15 of July of year n+1, except for forward-looking data, which shall be provided by 1 November of year n+1.

Data referred to in points 2.1(b), (c), (d), (e) and (f) shall be provided on an annual basis.

Before 1 February of each year, air navigation service providers shall report to EASA, the yearly measurement of the questionnaires on effectiveness of safety management (point 1.1(d)) and just culture (point 1.1(e)), for the previous year. If any changes in the yearly measurement of the KPIs occur the national supervisory authorities shall present those changes before the next annual report is due.

Data referred to in point 2.1(g), shall be on provided on an annual basis.

c) BY AIRPORT OPERATORS

This section applies to airport operators falling within the scope of Article 1 of this Regulation.

i. Definitions

The following definitions shall apply for the purpose of this specific Annex:

(a) ‘airport identification’ means the description of the airport using the standard ICAO four-letter code as defined in ICAO Doc. 7910;

‘coordination parameters’ means the coordination parameters defined in Regulation (EEC) No 95/93;

‘airport declared capacity’ means the coordination parameters expressed as the maximum number of slots per unit of time (block period) that can be allocated by the coordinator;

‘aircraft registration’ means the alphanumerical characters corresponding to the actual registration of the aircraft;

‘aircraft type’ means an aircraft type designator (up to four characters) as indicated in ICAO Doc 8643;

‘flight identifier’ means a group of alphanumeric characters used to identify a flight. Item 7 of the ICAO flight plan;

‘encoded aerodrome of departure’ and ‘Encoded aerodrome of destination’ mean the code of the airport using the ICAO four-letter or the IATA three-letter airport designator;

‘out-off-on-in time stamps’ means the following data,

- (i) actual off-block time;
- (ii) actual take-off time;
- (iii) actual landing time;
- (iv) actual on-block time;

‘scheduled time of departure (off-block)’ means date and time when a flight is scheduled to depart from the departure stand;

‘actual off-block time’ means the date and time the aircraft has vacated the parking position (pushed back or on its own power);

‘actual take off time’ means the date and time that an aircraft has taken off from the runway (wheels-up);

‘actual landing time’ means the date and time when the aircraft has landed (touch down);

‘scheduled time of arrival (on-block)’ means the date and time when a flight is scheduled to arrive at the arrival stand;
‘actual on-block time’ means the date and time when the parking brakes have been engaged at the arrival stand;

‘flight rules’ means the rules used in conducting the flight. ‘IFR’ for aircraft flying according to instrument flight rules, as defined in Annex 2 of the Chicago Convention or ‘VFR’ for aircraft flying according to visual flight rules as defined in the same Annex. ‘Operational Air Traffic (OAT)’ refers to State aircraft not following the rules defined in Annex 2 of the Chicago Convention. (Item 8 of the ICAO flight plan);

‘flight type’ means the type of flight as defined in Appendix 2 of ICAO Doc 4444 (15th Edition - June 2007);

‘airport arrival slot’ and ‘airport departure slot’ mean an airport slot assigned either to an arrival or departure flight as defined in Regulation (EEC) No 95/93;

‘arrival runway designator’ and ‘departure runway designator’ mean the ICAO designator of the runway used for landing and for take-off (e.g. 10L);

‘arrival stand’ means the designator of the first parking position where the aircraft was parked upon arrival;

‘departure stand’ means the designator of the last parking position where the aircraft was parked before departing from the airport;

‘delay causes’ means the standard IATA delay codes as defined in Section F of CODA Digest Annual 2011 ‘Delays to Air Transport in Europe’ with the duration of the delay. Where several causes may be attributable to flight delays, a list of those causes shall be provided;

‘de-icing or anti-icing information’ means indications as to whether de-icing or anti-icing operations occurred and, if so, where (before leaving the departure stand or in a remote position after departing the stand, i.e. after off-block);

‘operational cancellation’ means an arrival or departure of a scheduled flight to which the following conditions apply:

(i) the flight received an airport slot, and

(ii) the flight was confirmed by the air carrier the day before operations and/or it appeared in the daily list of flight schedules produced by the airport operator the day before operations, but

(iii) the actual landing or take-off never occurred.

‘actual time of cancellation’ means the actual date and time when an arrival or departure of a scheduled flight was cancelled.

ii. Data set specification

(1) Airport operators shall provide the following data:

(a) airport identification,
airport declared capacity,
all coordination parameters pertinent to air navigation services,
planned level of quality of service (delay, punctuality, etc.) associated to the airport capacity declaration, when established;
detailed description of the indicators, when established, which are used to establish the planned level of quality of service.

(2) Airport operators shall provide the following operational data for each flight landing or taking-off:

(a) aircraft registration,
aircraft type,
flight identifier,
encoded aerodrome of departure and of destination,
scheduled time of departure (off-block),

22 http://www.eurocontrol.int/documents/coda-digest-annual-2011
scheduled time of arrival (on-block),
out-off-on-in time stamps,
flight rules and flight type,
airport arrival and departure slot, where available,
arrival and departure runway designator,
arrival and departure stand,
delay causes, where available (only for departing flights),
de-icing or anti-icing information, where available,

(3) Airport operators shall provide the following operational data for each operational cancellation:
(a) flight identifier,
aircraft type,
scheduled time of departure (off-block),
scheduled time of arrival (on-block),
scheduled airport of departure and of destination,
airport arrival and departure slots where available,
reason for cancellation,
actual time of cancellation.

(4) Airport operators may provide:
(a) voluntary reports on degradation or disruption of ANS at airports,
voluntary reports on ANS safety occurrences,
voluntary reports on terminal capacity shortfalls,
voluntary reports on consultation meetings with ANSPs and States.

(5) Airport operators shall collect and provide information collected through automated safety data recording systems where available, as a minimum on runway incursions.

iii. Periodicity and deadlines for data provision
Data referred to in point 3.2.1 shall be provided twice a year, in accordance with the timescale set out in Article 6 of Regulation (EEC) No 95/93.

When data referred to in points 3.2.2 and 3.2.3 is provided, it shall be provided on a monthly basis within one month following the end of the flight month.

When data referred to in point 3.2.4 is provided, it shall be provided on an annual basis.

Reports referred to in point 3.2.4 may be provided at any time.

d) BY AIRPORT COORDINATORS
i. Data-set specification
Airport coordinators shall provide the data referred to in Article 4(8) of Regulation (EEC) No 95/93.

ii. Periodicity and deadlines for data provision
Data shall be made available twice a year, in accordance with the timescale set out in Article 6 of Regulation (EEC) No 95/93.

e) BY AIR TRANSPORT OPERATORS
This section applies to air transport operators which operate more than 35 000 flights per year in European airspace, calculated as the average over the previous three years.
i. **Definitions**

(6) The same definitions as in point 3.1 shall apply for the purpose of this specific Annex and in addition the following definitions shall also apply:

(a) ‘fuel burn’ means the actual quantity of fuel that has been burnt during the flight (gate-to-gate);

‘actual ramp weight’ means the actual metric tons weight of an aircraft before the engine is started.

ii. **Data-set specification**

(7) Air transport operators shall provide the following data for each flight they operate within the geographical scope of this Regulation:

(a) aircraft registration,

aircraft type,

flight identifier,

flight rules and flight type,

encoded airport of departure and of destination,

arrival and departure runway designator, where available,

arrival and departure stand, where available,

scheduled time of departure (off-block),

scheduled time of arrival (on-block),

out-off-on-in time stamps both scheduled and actual,

delay causes,

de-icing or anti-icing information, where available.

(8) Air transport operators shall provide the data referred to in point 3.2.3 for each operational cancellation within the geographical scope of this Regulation.

(9) In addition to the data required under Part B of Annex IV to Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emission allowance trading within the Community and amending Council Directive 96/61/EC23, air transport operators may provide the Commission with the following data for each flight they operate within the geographical scope of this Regulation:

(a) fuel burn,

actual ramp weight.

(10) Air transport operators may provide:

(a) voluntary reports on access to airspace,

voluntary report on degradation or disruption of ANS at airports,

voluntary reports on ANS safety occurrences,

voluntary reports on en route capacity shortfalls, level capping or rerouting,

voluntary reports on consultation meetings with ANSPs and States.

(11) Air transport operators shall provide information collected through automated safety data recording systems where available, as a minimum on separation minima infringements and runway incursions.

iii. **Periodicity of data provision**

Data referred to in points 5.2.1, 5.2.2 and 5.2.3 shall be provided on a monthly basis.

Reports referred to in point 5.2.4 may be provided at any time.

Data referred to in point 5.2.5 shall be provided on an annual basis.

VII. Common Provisions for all three streams

1. Duration

The first specific contract will cover a period of 24 months, with the possibility of extension for the same period for a total maximum period of four years.

2. Meetings

The contractor is expected to attend the following meetings with the EC:

d. A kick-off meeting will take place in Brussels, at the latest 30 days following the signature of the contract, in order to agree on the details of the work and deliverables.

e. A second meeting will be held in Brussels following the submission of the interim report in order to enable the contracting parties to discuss the work accomplished. The contractor will have to take fully into consideration any suggestions made by the Commission.

f. A third meeting will be held in Brussels at least 10 days following the submission of the final report in order to enable the contracting parties to discuss the work accomplished. The contractor will have to take fully into consideration any suggestion made by the Commission. Representatives from the PRB may be invited to attend these meetings as observers.

Considering the complexity of the tasks, ad hoc meetings may take place with the Commission and the PRB, as appropriate, to identify and monitor the detailed contribution of the contractor. Some meetings may be held via teleconference.

3. Place of performance

The tasks will be performed on the contractor's premises. However meetings between the contractor and the Commission shall be held on Commission premises in Brussels.

4. Mission policy

All travel and subsistence payments shall respect the mission policy and ceilings as set out in Annex 9.
1. Travelling by train

Up to 400 km: The train is considered as the most appropriate means of transport for journeys up to 400 Km.

2. Travelling by air

- in economy class or equivalent (- 4 hours), at the lowest available rates, for all segments that involve less than 4 hours continuous flying time;
- in business class or equivalent (+ 4 hours), at the lowest available rates, if the journey includes at least one segment involving at least 4 hours continuous flying time;

3. Travelling by car

The use of the car is appropriate where, in view of specific features of the mission, it improves the cost effectiveness of travel and/or of the mission itself, particularly where the vehicle is shared by a number of persons. Costs are reimbursed on the basis of the most appropriate means of transport fare (train for journeys up to 400 km and plane for more). However, when the journey needs to be carried out in special circumstances where there are definite disadvantages to any alternatives, a kilometre allowance (0.22 € per km) may be granted. In such case, other expenses (motorway tolls, parking, fuel and ferry crossing …) can also be reimbursed.

4. Travelling by boat

The appropriate class and cabin supplements may be authorized in accordance with the length and cost of the trip and considerations of cost effectiveness. The daily allowances are linked to the boat's flag.

---

24 All specific contracts under this Framework Contract are lump-sum contracts with no reimbursable costs to be separately compensated under a specific contract. Nevertheless, the mission policy shall be applied to missions.
<table>
<thead>
<tr>
<th>DESTINATION EU</th>
<th>Daily subsistence allowance in euros</th>
<th>Hotel ceiling in euros</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austria</td>
<td>95</td>
<td>130</td>
</tr>
<tr>
<td>Belgium</td>
<td>92</td>
<td>140</td>
</tr>
<tr>
<td>Bulgaria</td>
<td>58</td>
<td>169</td>
</tr>
<tr>
<td>Croatia</td>
<td>60</td>
<td>120</td>
</tr>
<tr>
<td>Cyprus</td>
<td>93</td>
<td>145</td>
</tr>
<tr>
<td>Czech Republic</td>
<td>75</td>
<td>155</td>
</tr>
<tr>
<td>Denmark</td>
<td>120</td>
<td>150</td>
</tr>
<tr>
<td>Estonia</td>
<td>71</td>
<td>110</td>
</tr>
<tr>
<td>Finland</td>
<td>104</td>
<td>140</td>
</tr>
<tr>
<td>France</td>
<td>95</td>
<td>150</td>
</tr>
<tr>
<td>Germany</td>
<td>93</td>
<td>115</td>
</tr>
<tr>
<td>Greece</td>
<td>82</td>
<td>140</td>
</tr>
<tr>
<td>Hungary</td>
<td>72</td>
<td>150</td>
</tr>
<tr>
<td>Ireland</td>
<td>104</td>
<td>150</td>
</tr>
<tr>
<td>Italy</td>
<td>95</td>
<td>135</td>
</tr>
<tr>
<td>Latvia</td>
<td>66</td>
<td>145</td>
</tr>
<tr>
<td>Lithuania</td>
<td>68</td>
<td>115</td>
</tr>
<tr>
<td>Luxembourg</td>
<td>92</td>
<td>145</td>
</tr>
<tr>
<td>Malta</td>
<td>90</td>
<td>115</td>
</tr>
<tr>
<td>Netherlands</td>
<td>93</td>
<td>170</td>
</tr>
<tr>
<td>Poland</td>
<td>72</td>
<td>145</td>
</tr>
<tr>
<td>Portugal</td>
<td>84</td>
<td>120</td>
</tr>
<tr>
<td>Romania</td>
<td>52</td>
<td>170</td>
</tr>
<tr>
<td>Slovakia</td>
<td>80</td>
<td>125</td>
</tr>
<tr>
<td>Slovenia</td>
<td>70</td>
<td>110</td>
</tr>
<tr>
<td>Spain</td>
<td>87</td>
<td>125</td>
</tr>
<tr>
<td>Sweden</td>
<td>97</td>
<td>160</td>
</tr>
<tr>
<td>United Kingdom</td>
<td>101</td>
<td>175</td>
</tr>
<tr>
<td>DESTINATION NON-EU</td>
<td>Daily subsistence allowance in euros</td>
<td>Hotel ceiling in euros</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Afghanistan</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>Albania</td>
<td>50</td>
<td>160</td>
</tr>
<tr>
<td>Algeria</td>
<td>85</td>
<td>85</td>
</tr>
<tr>
<td>American Samoa</td>
<td>70</td>
<td>135</td>
</tr>
<tr>
<td>Andorra*</td>
<td>68.89</td>
<td>126.57</td>
</tr>
<tr>
<td>Angola</td>
<td>105</td>
<td>175</td>
</tr>
<tr>
<td>Anguilla</td>
<td>75</td>
<td>140</td>
</tr>
<tr>
<td>Antigua and Barbuda</td>
<td>85</td>
<td>140</td>
</tr>
<tr>
<td>Argentina</td>
<td>75</td>
<td>210</td>
</tr>
<tr>
<td>Armenia</td>
<td>70</td>
<td>210</td>
</tr>
<tr>
<td>Aruba</td>
<td>80</td>
<td>185</td>
</tr>
<tr>
<td>Australia</td>
<td>75</td>
<td>135</td>
</tr>
<tr>
<td>Azerbaijan</td>
<td>70</td>
<td>200</td>
</tr>
<tr>
<td>Bahamas</td>
<td>75</td>
<td>115</td>
</tr>
<tr>
<td>Bahrain</td>
<td>80</td>
<td>195</td>
</tr>
<tr>
<td>Bangladesh</td>
<td>50</td>
<td>140</td>
</tr>
<tr>
<td>Barbados</td>
<td>75</td>
<td>140</td>
</tr>
<tr>
<td>Belarus</td>
<td>90</td>
<td>135</td>
</tr>
<tr>
<td>Belize</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Benin</td>
<td>50</td>
<td>100</td>
</tr>
<tr>
<td>Bermuda</td>
<td>70</td>
<td>140</td>
</tr>
<tr>
<td>Bhutan</td>
<td>50</td>
<td>130</td>
</tr>
<tr>
<td>Bolivia</td>
<td>50</td>
<td>100</td>
</tr>
<tr>
<td>Bonaire</td>
<td>90</td>
<td>185</td>
</tr>
<tr>
<td>Bosnia-Herzegovina</td>
<td>65</td>
<td>135</td>
</tr>
<tr>
<td>Botswana</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Brazil</td>
<td>65</td>
<td>180</td>
</tr>
<tr>
<td>British Virgin Islands</td>
<td>75</td>
<td>140</td>
</tr>
<tr>
<td>Brunei</td>
<td>60</td>
<td>165</td>
</tr>
<tr>
<td>DESTINATION NON-EU</td>
<td>Daily subsistence allowance in euros</td>
<td>Hotel ceiling in euros</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Burkina Faso</td>
<td>55</td>
<td>90</td>
</tr>
<tr>
<td>Burundi</td>
<td>50</td>
<td>115</td>
</tr>
<tr>
<td>Cambodia</td>
<td>50</td>
<td>115</td>
</tr>
<tr>
<td>Cambodia</td>
<td>50</td>
<td>115</td>
</tr>
<tr>
<td>Cameroon</td>
<td>55</td>
<td>105</td>
</tr>
<tr>
<td>Canada</td>
<td>65</td>
<td>165</td>
</tr>
<tr>
<td>Cape Verde</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>Cayman Islands</td>
<td>60</td>
<td>135</td>
</tr>
<tr>
<td>Central African Republic</td>
<td>60</td>
<td>80</td>
</tr>
<tr>
<td>Chad</td>
<td>65</td>
<td>145</td>
</tr>
<tr>
<td>Chile</td>
<td>70</td>
<td>175</td>
</tr>
<tr>
<td>China</td>
<td>55</td>
<td>155</td>
</tr>
<tr>
<td>Columbia</td>
<td>50</td>
<td>120</td>
</tr>
<tr>
<td>Comoros</td>
<td>50</td>
<td>85</td>
</tr>
<tr>
<td>Congo (Democratic Republic)</td>
<td>105</td>
<td>140</td>
</tr>
<tr>
<td>Congo (Republic)</td>
<td>70</td>
<td>115</td>
</tr>
<tr>
<td>Cooks Island</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Costa Rica</td>
<td>50</td>
<td>140</td>
</tr>
<tr>
<td>Côte d'Ivoire</td>
<td>60</td>
<td>130</td>
</tr>
<tr>
<td>Cuba</td>
<td>75</td>
<td>150</td>
</tr>
<tr>
<td>Djibouti</td>
<td>65</td>
<td>170</td>
</tr>
<tr>
<td>Dominica</td>
<td>75</td>
<td>140</td>
</tr>
<tr>
<td>Dominican Republic</td>
<td>60</td>
<td>170</td>
</tr>
<tr>
<td>East Timor</td>
<td>50</td>
<td>110</td>
</tr>
<tr>
<td>East Timor</td>
<td>50</td>
<td>110</td>
</tr>
<tr>
<td>Ecuador</td>
<td>50</td>
<td>140</td>
</tr>
<tr>
<td>Egypt</td>
<td>65</td>
<td>140</td>
</tr>
<tr>
<td>El Salvador</td>
<td>55</td>
<td>125</td>
</tr>
<tr>
<td>Equatorial Guinea</td>
<td>60</td>
<td>85</td>
</tr>
<tr>
<td>Eritrea</td>
<td>50</td>
<td>80</td>
</tr>
<tr>
<td>Ethiopia</td>
<td>50</td>
<td>145</td>
</tr>
<tr>
<td>DESTINATION NON-EU</td>
<td>Daily subsistence allowance in euros</td>
<td>Hotel ceiling in euros</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>--------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Federal Republic of Yugoslavia (Serbia and Montenegro)</td>
<td>80</td>
<td>140</td>
</tr>
<tr>
<td>Fiji</td>
<td>50</td>
<td>120</td>
</tr>
<tr>
<td>French Guyana</td>
<td>55</td>
<td>140</td>
</tr>
<tr>
<td>French Polynesia</td>
<td>60</td>
<td>135</td>
</tr>
<tr>
<td>Gabon</td>
<td>75</td>
<td>115</td>
</tr>
<tr>
<td>Gambia</td>
<td>50</td>
<td>120</td>
</tr>
<tr>
<td>Georgia</td>
<td>80</td>
<td>215</td>
</tr>
<tr>
<td>Ghana</td>
<td>70</td>
<td>140</td>
</tr>
<tr>
<td>Grenada</td>
<td>75</td>
<td>140</td>
</tr>
<tr>
<td>Guadeloupe</td>
<td>65</td>
<td>115</td>
</tr>
<tr>
<td>Guam</td>
<td>60</td>
<td>135</td>
</tr>
<tr>
<td>Guatemala</td>
<td>50</td>
<td>125</td>
</tr>
<tr>
<td>Guinea Bissau</td>
<td>50</td>
<td>90</td>
</tr>
<tr>
<td>Guyana</td>
<td>50</td>
<td>160</td>
</tr>
<tr>
<td>Haiti</td>
<td>65</td>
<td>125</td>
</tr>
<tr>
<td>Honduras</td>
<td>50</td>
<td>125</td>
</tr>
<tr>
<td>Hong Kong</td>
<td>60</td>
<td>205</td>
</tr>
<tr>
<td>Iceland</td>
<td>85</td>
<td>160</td>
</tr>
<tr>
<td>India</td>
<td>50</td>
<td>195</td>
</tr>
<tr>
<td>Indonesia</td>
<td>50</td>
<td>145</td>
</tr>
<tr>
<td>Iran</td>
<td>55</td>
<td>145</td>
</tr>
<tr>
<td>Iraq</td>
<td>60</td>
<td>85</td>
</tr>
<tr>
<td>Israel</td>
<td>105</td>
<td>210</td>
</tr>
<tr>
<td>Jamaica</td>
<td>60</td>
<td>170</td>
</tr>
<tr>
<td>Japan</td>
<td>130</td>
<td>275</td>
</tr>
<tr>
<td>Jordan</td>
<td>60</td>
<td>135</td>
</tr>
<tr>
<td>Kazakhstan</td>
<td>70</td>
<td>175</td>
</tr>
<tr>
<td>Kenya</td>
<td>60</td>
<td>165</td>
</tr>
<tr>
<td>Kiribati</td>
<td>60</td>
<td>145</td>
</tr>
<tr>
<td>Kuwait</td>
<td>85</td>
<td>195</td>
</tr>
<tr>
<td>Kyrgyzstan</td>
<td>75</td>
<td>180</td>
</tr>
<tr>
<td>DESTINATION NON-EU</td>
<td>Daily subsistence allowance in euros</td>
<td>Hotel ceiling in euros</td>
</tr>
<tr>
<td>--------------------</td>
<td>--------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Laos</td>
<td>50</td>
<td>145</td>
</tr>
<tr>
<td>Lebanon</td>
<td>70</td>
<td>190</td>
</tr>
<tr>
<td>Lesotho</td>
<td>50</td>
<td>100</td>
</tr>
<tr>
<td>Liberia</td>
<td>85</td>
<td>150</td>
</tr>
<tr>
<td>Libya</td>
<td>50</td>
<td>175</td>
</tr>
<tr>
<td>Liechtenstein</td>
<td>80</td>
<td>95</td>
</tr>
<tr>
<td>Macao</td>
<td>55</td>
<td>95</td>
</tr>
<tr>
<td>Macedonia</td>
<td>50</td>
<td>160</td>
</tr>
<tr>
<td>Madagascar</td>
<td>50</td>
<td>105</td>
</tr>
<tr>
<td>Malaysia</td>
<td>50</td>
<td>160</td>
</tr>
<tr>
<td>Malawi</td>
<td>50</td>
<td>165</td>
</tr>
<tr>
<td>Maldives</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Mali</td>
<td>60</td>
<td>95</td>
</tr>
<tr>
<td>Marshall Islands</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Martinique</td>
<td>70</td>
<td>110</td>
</tr>
<tr>
<td>Mauritania</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>Mauritius</td>
<td>60</td>
<td>140</td>
</tr>
<tr>
<td>Mayotte</td>
<td>50</td>
<td>110</td>
</tr>
<tr>
<td>Mexico</td>
<td>70</td>
<td>185</td>
</tr>
<tr>
<td>Micronesia</td>
<td>55</td>
<td>135</td>
</tr>
<tr>
<td>Moldova</td>
<td>80</td>
<td>170</td>
</tr>
<tr>
<td>Monaco*</td>
<td>72.58</td>
<td>97.27</td>
</tr>
<tr>
<td>Mongolia</td>
<td>70</td>
<td>90</td>
</tr>
<tr>
<td>Montserrat</td>
<td>55</td>
<td>140</td>
</tr>
<tr>
<td>Morocco</td>
<td>75</td>
<td>130</td>
</tr>
<tr>
<td>Mozambique</td>
<td>60</td>
<td>140</td>
</tr>
<tr>
<td>Myanmar</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>Namibia</td>
<td>50</td>
<td>85</td>
</tr>
<tr>
<td>Nauru</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Nepal</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Netherlands Antilles</td>
<td>90</td>
<td>185</td>
</tr>
<tr>
<td>DESTINATION NON-EU</td>
<td>Daily subsistence allowance in euros</td>
<td>Hotel ceiling in euros</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>New Caledonia</td>
<td>55</td>
<td>135</td>
</tr>
<tr>
<td>New Zealand</td>
<td>60</td>
<td>125</td>
</tr>
<tr>
<td>Nicaragua</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Niger</td>
<td>50</td>
<td>75</td>
</tr>
<tr>
<td>Nigeria</td>
<td>50</td>
<td>185</td>
</tr>
<tr>
<td>Niue</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>North Korea (P.D.R)</td>
<td>50</td>
<td>180</td>
</tr>
<tr>
<td>Northern Marianas</td>
<td>70</td>
<td>135</td>
</tr>
<tr>
<td>Norway</td>
<td>80</td>
<td>140</td>
</tr>
<tr>
<td>Oman</td>
<td>70</td>
<td>135</td>
</tr>
<tr>
<td>Pakistan</td>
<td>50</td>
<td>130</td>
</tr>
<tr>
<td>Palau</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Panama</td>
<td>50</td>
<td>160</td>
</tr>
<tr>
<td>Papua New Guinea</td>
<td>55</td>
<td>135</td>
</tr>
<tr>
<td>Paraguay</td>
<td>50</td>
<td>140</td>
</tr>
<tr>
<td>Peru</td>
<td>75</td>
<td>135</td>
</tr>
<tr>
<td>Philippines</td>
<td>60</td>
<td>150</td>
</tr>
<tr>
<td>Puerto Rico</td>
<td>65</td>
<td>140</td>
</tr>
<tr>
<td>Qatar</td>
<td>65</td>
<td>135</td>
</tr>
<tr>
<td>Republic of Guinea</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Réunion</td>
<td>60</td>
<td>90</td>
</tr>
<tr>
<td>Russia</td>
<td>90</td>
<td>275</td>
</tr>
<tr>
<td>Rwanda</td>
<td>65</td>
<td>160</td>
</tr>
<tr>
<td>Saint Lucia</td>
<td>75</td>
<td>140</td>
</tr>
<tr>
<td>Saint Vincent and the Grenadines</td>
<td>75</td>
<td>190</td>
</tr>
<tr>
<td>Samoa</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>San Marino*</td>
<td>60.34</td>
<td>114.33</td>
</tr>
<tr>
<td>São Tomé and Príncipe</td>
<td>60</td>
<td>95</td>
</tr>
<tr>
<td>Saudi Arabia</td>
<td>85</td>
<td>195</td>
</tr>
<tr>
<td>Senegal</td>
<td>65</td>
<td>135</td>
</tr>
<tr>
<td>Seychelles</td>
<td>85</td>
<td>140</td>
</tr>
<tr>
<td>DESTINATION NON-EU</td>
<td>Daily subsistence allowance in euros</td>
<td>Hotel ceiling in euros</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Sierra Leone</td>
<td>55</td>
<td>135</td>
</tr>
<tr>
<td>Singapore</td>
<td>75</td>
<td>150</td>
</tr>
<tr>
<td>Solomon Islands</td>
<td>50</td>
<td>120</td>
</tr>
<tr>
<td>Somalia</td>
<td>50</td>
<td>125</td>
</tr>
<tr>
<td>South Africa</td>
<td>50</td>
<td>145</td>
</tr>
<tr>
<td>South Korea</td>
<td>100</td>
<td>200</td>
</tr>
<tr>
<td>Sri Lanka</td>
<td>50</td>
<td>105</td>
</tr>
<tr>
<td>St Kitts and Nevis</td>
<td>85</td>
<td>185</td>
</tr>
<tr>
<td>St Marteen</td>
<td>90</td>
<td>185</td>
</tr>
<tr>
<td>Sudan</td>
<td>55</td>
<td>215</td>
</tr>
<tr>
<td>Suriname</td>
<td>55</td>
<td>125</td>
</tr>
<tr>
<td>Swaziland</td>
<td>50</td>
<td>90</td>
</tr>
<tr>
<td>Switzerland</td>
<td>80</td>
<td>140</td>
</tr>
<tr>
<td>Syria</td>
<td>80</td>
<td>145</td>
</tr>
<tr>
<td>Taiwan</td>
<td>55</td>
<td>200</td>
</tr>
<tr>
<td>Tajikistan</td>
<td>75</td>
<td>110</td>
</tr>
<tr>
<td>Tanzania</td>
<td>50</td>
<td>200</td>
</tr>
<tr>
<td>Thailand</td>
<td>60</td>
<td>145</td>
</tr>
<tr>
<td>The Vatican*</td>
<td>60.34</td>
<td>114.33</td>
</tr>
<tr>
<td>Togo</td>
<td>60</td>
<td>95</td>
</tr>
<tr>
<td>Tokelau Islands</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Tonga</td>
<td>50</td>
<td>105</td>
</tr>
<tr>
<td>Trinidad and Tobago</td>
<td>60</td>
<td>115</td>
</tr>
<tr>
<td>Tunisia</td>
<td>60</td>
<td>85</td>
</tr>
<tr>
<td>Turkey</td>
<td>55</td>
<td>165</td>
</tr>
<tr>
<td>Turkmenistan</td>
<td>80</td>
<td>150</td>
</tr>
<tr>
<td>Turks and Caicos Islands</td>
<td>55</td>
<td>135</td>
</tr>
<tr>
<td>Tuvalu</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Uganda</td>
<td>55</td>
<td>180</td>
</tr>
<tr>
<td>Ukraine</td>
<td>80</td>
<td>190</td>
</tr>
<tr>
<td>United Arab Emirates</td>
<td>70</td>
<td>195</td>
</tr>
<tr>
<td>DESTINATION NON-EU</td>
<td>Daily subsistence allowance in euros</td>
<td>Hotel ceiling in euros</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>--------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>United States of America (except New York)</td>
<td>80</td>
<td>200</td>
</tr>
<tr>
<td>United States of America (New York)</td>
<td>100</td>
<td>275</td>
</tr>
<tr>
<td>Uruguay</td>
<td>55</td>
<td>160</td>
</tr>
<tr>
<td>US Virgin Islands</td>
<td>55</td>
<td>140</td>
</tr>
<tr>
<td>Uzbekistan</td>
<td>75</td>
<td>155</td>
</tr>
<tr>
<td>Vanuatu</td>
<td>60</td>
<td>110</td>
</tr>
<tr>
<td>Venezuela</td>
<td>85</td>
<td>125</td>
</tr>
<tr>
<td>Vietnam</td>
<td>50</td>
<td>205</td>
</tr>
<tr>
<td>Wallis and Futuna Islands</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>West Bank and Gaza</td>
<td>60</td>
<td>110</td>
</tr>
<tr>
<td>Yemen</td>
<td>60</td>
<td>165</td>
</tr>
<tr>
<td>Zambia</td>
<td>50</td>
<td>135</td>
</tr>
<tr>
<td>Zimbabwe</td>
<td>50</td>
<td>115</td>
</tr>
<tr>
<td>Other countries</td>
<td>60</td>
<td>145</td>
</tr>
</tbody>
</table>

* considered to be geographically part of:
  – France: Monaco
  – Italy: San Marino
  – Italy: The Vatican
  – Spain: Andorra