



## **CALL FOR TENDERS**

No. PS/SRV/OTS/002/2023

**Framework Contract for**

**Travel services**

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
1. INFORMATION ON TENDERING .....	3
1.1 CONTRACTING AUTHORITY .....	3
1.2 Subject.....	3
1.3 Participation .....	3
1.4 Contractual conditions .....	4
1.5 Joint tenders .....	4
1.6 Subcontracting .....	4
1.7 The Structure and content of the tender .....	4
1.8 Identification of the tenderer .....	5
1.9 Confidentiality of tenders.....	5
1.10 Informing tenderers.....	5
1.11 Means of redress .....	6
1.12 Awarding of the Contract.....	7
1.13 Period of validity of tenders .....	7
2. TERMS OF REFERENCES .....	8
2.1 Services covered by the contract.....	8
2.2. Delivery of services: .....	8
2.3 Workflow: .....	9
2.4 Changes to tickets .....	9
2.5 Cancellation: .....	9
2.6. Contract duration .....	10
2.7 Estimated volume of travel .....	10
3. VERIFICATION OF NON-EXCLUSION.....	10
4. SELECTION CRITERIA .....	11
5. AWARD CRITERIA .....	12
6. AWARD DECISION AND CONTRACT SIGNING .....	12
7. ANNEXES .....	13

## **1. INFORMATION ON TENDERING**

### **1.1 CONTRACTING AUTHORITY**

The European Union - in accordance with Council Decision (EU) 2017/1937 - and the Republic of Albania, Bosnia and Herzegovina, the Republic of North Macedonia, Kosovo \*, Montenegro and the Republic of Serbia ('the Contracting Parties') signed the Treaty establishing the Transport Community (the TCT).

The aim of the TCT is the creation of a Transport Community in the field of road, rail, inland waterway and maritime transport as well as the development of the transport network between the European Union and the South East European Parties (hereinafter referred to as 'the Transport Community'). The Transport Community shall be based on the progressive integration of transport markets of the South East European Parties into the European Union transport market on the basis of the relevant acquis, including in the areas of technical standards, interoperability, safety, security, traffic management, social policy, public procurement and environment, for all modes of transport excluding air transport.

In order to implement the TCT provisions and make the Transport Community operational, a Permanent Secretariat (hereinafter 'the TCT Secretariat') has been established. The seat of the TCT Secretariat is in Belgrade as defined by the Agreement between the Transport Community and the Republic of Serbia signed on 30 January 2019.

### **1.2 Subject**

The subject of this call for tenders is the sourcing of high-quality travel services for the staff members of the TCT Secretariat and other individuals who are travelling on behalf of the TCT Secretariat or are invited at meetings or various events organized by the TCT Secretariat.

The staff members of TCT Secretariat travel regularly for business purposes to various destinations within the Western Balkans and less frequently to destinations in Europe. Whereas the TCT Secretariat is organizing various meetings and events in Belgrade and also in other cities across Western Balkans and less frequently to the European Union. These events are attended by, besides the TCT Secretariat staff, various individuals coming from the Western Balkans who are mostly governmental experts and representatives.

### **1.3 Participation**

Participation in this tender procedure is open on equal terms to all natural who are nationals of and legal persons (participating either individually or in grouping-consortium of tenderers) effectively established in a Member State or a country, territory or region (Annex A2a1 to the practical guide<sup>2</sup>).

To enable the Contracting Authority to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the legal capacity.

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<sup>1</sup> This designation is without prejudice to positions on status and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

<sup>2</sup> <https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes>

Contractors must ensure that there is no detection of subcontractors, natural persons in the lists of EU restrictive measures.

The lists of persons, groups, entities subject to the EU restrictive measures are maintained by the DG FISMA and published on the following website: [www.sanctionsmap.eu](http://www.sanctionsmap.eu).

Tenderer included in the lists of EU restrictive measures at the moment of the award decision cannot be awarded the contract.

#### **1.4 Contractual conditions**

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

#### **1.5 Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group. In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

#### **1.6 Subcontracting**

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

Tenderers are required to identify subcontractors whose share of the contract is above 20 % and those whose capacity is necessary to fulfil the selection criteria.

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

#### **1.7 The Structure and content of the tender**

The tenders must be presented as follows:

- Identification of the tenderer (see section 1.8)
- Non-exclusion (see section 3)
- Selection (see section 4)
- Financial offer

The maximum framework contract price is EUR 100,000.00

The price for the tender must be quoted in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear 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 TCT is exempt from such charges under Articles 10 of the [Agreement between the Republic of Serbia and the](#)

[Transport Community regarding the seat of the Permanent Secretariat of the Transport Community.](#)

If VAT applicable to the service, VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges as defined within Annex 4.

Tenders shall be submitted by electronic mail to [procurement@transport-community.org](mailto:procurement@transport-community.org). All documents referred at above shall be submitted in pdf format. The request for clarification and additional information shall be submitted no later than 4 days before the deadline for submission of tenders.

The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined. Tenderers are strongly advised not to transmit their Tender immediately before the deadline for submission.

It is the Tenderer's sole responsibility to ensure that its Tender complies with the submission requirements and is received by the Contracting Authority by the date and time set out. The Contracting Authority accepts no liability whatsoever for any problems arising from issues such as (but not limited to) the Tenderer's IT software, infrastructure, internet connectivity, etc. that would result in the Tender not being properly or timely received.

### **1.8 Identification of the tenderer**

The tenderer must provide Annex I Identification of the Tenderer, filled in, duly signed and stamped.

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

### **1.9 Confidentiality of tenders**

Once the Contracting Authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the Contracting Authority is entitled to make available (any part of) the tender to its staff as well to other persons and entities working for the Contracting Authority or cooperating with it, including Contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- The Contracting Authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure, the Contracting Authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

The Contracting Authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to clearly mark the information they consider confidential and explain why it may not be disclosed. The Contracting Authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

### **1.10 Informing tenderers**

The Contracting Authority shall inform tenderers simultaneously and individually of decisions reached concerning the outcome of the procedure, including the grounds for any decision not to award the contract or recommence the procedure.

Within such communication, the Contracting Authority shall inform:

- Any unsuccessful tenderer of the reasons for the rejection of its tender;

- Any tenderer that has made an admissible tender of the characteristics and relative advantages of the tender selected, the price of the offer as well as the name of the successful tenderer.

The Contracting Authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as prices included in the financial offer, technical or trade secrets<sup>3</sup>.

### **1.11 Means of redress**

Any person that considers itself harmed by any act or decision made by the Contracting Authority might seek remedy by the following means:

#### **a) Seeking remedy with the Contracting Authority**

Objections should be sent using the e-mail address [procurement@transport-community.org](mailto:procurement@transport-community.org) and shall include:

- The no. of the procurement procedure and the word "*objection*" in the subject line;
- Sender's identification data;
- Proof of interest;
- Challenged act or decision and remedy sought;
- Grounds or evidence supporting the objection.

Objections not meeting the formal notification requirements provided above shall be disregarded. Only actual participants to the tender procedure shall be considered interested parties and allowed to object. In order to be found admissible, objections should concern any of the following:

- Decision to exclude (Contracting Authority's decision to exclude a participant in the tender procedure);
- Decision to award the contract (Contracting Authority's decision to award the contract to a certain bidder).

Timing for sending objections shall be no later than 7 days following Contracting's Authority notifications of the outcome of the tender procedure.

Upon review of the objection, the Contracting Authority shall respond as soon as possible and provide the sender its decision and reasoning on the case. Such decision might confirm (fully or in part) or reject the objection. In case the Contracting Authority accepts (in full or in part) an objection it will take immediate remedial action and inform all interested parties in this regard.

#### **b) Permanent Court of Arbitration in Hague**

Disputes arising out of the Contracting Authority's decision on an objection shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of launching the tender.

The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings shall take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all parties and there shall be no appeal.

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<sup>3</sup> For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

### **1.12 Awarding of the Contract**

The Contracting Authority shall award the contract to the selected bidder:

- Not earlier than 7 days following the communication of the outcome of the procedure (the standstill period), providing that no objections are being lodged within such period by any interested party.
- After the Contracting Authority's review and decision on all objections lodged during the standstill period.

In case the Contracting Authority revises its initial award decision on the basis of examination of objections received in the standstill period and decides to award the contract to another tenderer, a further standstill period of 7 days shall apply.

Raising a dispute to the Permanent Court of Arbitration shall not prevent the award of the contract by the Contracting Authority. By submitting tenders in response to this procedure, bidders acknowledge and accept that whatever the outcome of arbitration proceedings might be it shall not result in the contract becoming ineffective through retroactive cancellation or otherwise.

### **1.13 Period of validity of tenders**

The period of validity of tenders is fixed at 3 months from the deadline for the submission of tenders.

In exceptional cases, the Contracting Authority may ask the tenderers for a one-off, specific extension, which may not exceed 40 days.

The successful tenderer is bound by the tender for a further 60 days, irrespective of the date of notification of the award of the contract.

## 2. TERMS OF REFERENCES

### 2.1 Services covered by the contract

The services covered by the contract include purchase of airplane, train tickets for inter-city and cross border destinations. The contractor will provide a high-quality professional and customer-oriented services according to the established standards in the business travel sector and in line with the travel rules of the Transport Community<sup>4</sup>.

The contractor must comply with the following requirements, which are considered essential for the correct performance of the contract and the quality of service required. The requirements for one type of service apply mutatis mutandis (changing what needs to be changed) to all types of service (airplane, train, etc.), as follows:

1. Providing optimum cost-efficient solution: the most direct route and, if not available, the most economic travel options best reflecting the business needs with minimise transit/connection time and stopovers in order to be the most economic for the required destination;
2. Negotiating the best discount rates in order to provide a quotation with the best available market price, e.g., in case of group travel;
3. Providing prepayment of services, including flight bookings with low carriers and other transactions involving direct purchase from the service provider;
4. Taking a proactive approach in supporting Contracting authority to manage crisis (e.g., strikes, natural disasters, emergency evacuation and rerouting of travellers, etc.);
5. Providing reports and detailed and comprehensive statistics if requested by the Contracting authority on the number of trips, destinations and overall volume of purchased tickets;
6. Ensuring that the necessary structure is in place to provide the high level of service during the peak times;
7. Contractor should be reachable by phone or email, during the working hours (08.00-17.00h, CET) from Monday to Friday and weekends and outside working hours, in a matter of urgency. The travel agency must have a hotline service 24/7 for urgent requests falling outside regular business hours in emergency cases. Phone number with 24 hours availability for urgent matters should be officially provided to the Contracting authority upon signature of the contract.
8. Contracting authority reserves the right to verify at any time that the price offered is the cheapest available on the market, using different tools of reservation.
9. The Contractor will advise the contracting authority on the practices and trends of the market that may lead to future savings for the latter, including the use of travel booking tools with automated policy enforcement and enforcement travel.
10. The contractor will provide the contracting authority and people on travel, with any current information (in the style of itinerary changes, travel alerts etc) that may impact on the organization of the trip, even if it has already started.
11. Upon signature of the contract, the Contracting authority shall officially notify the Contractor on the designated person/-s in charge for organising trip and confirming reservations on behalf of the Contracting authority (travel organiser).

### 2.2. Delivery of services:

The Contractor shall be obliged to deliver services in successive manner in accordance with the requests of the Contracting authority, with delivering:

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<sup>4</sup> <https://www.transport-community.org/wp-content/uploads/2020/07/RSC-Decision-4-2020.pdf>



1. as a minimum, 3 alternatives for realization of the trip should be offered. Options with combination of different modes should be as well considered (for ex. combining airplane ticket with train ). The offer should include information on, origin- destination, mean/-s of travel, class and the price of the ticket, indicating all discounts if applicable;
2. for the airplane tickets, the name of the airline providing the flight should be included in the offer and only **economy class tickets** shall be considered;
3. for the train tickets, the name of the service provider for the trip should be included in the offer;
4. the quoted price for the cost of the trip (airplane or train ticket) should be presented separately from the agency fee, in accordance with the submitted tender offer.
5. the airplane tickets in electronic form shall be sent to the travel organiser, no later than five hours from receiving the confirmation of the reservation by the Contracting authority;
6. the train tickets ideally should be provided in electronic form, no later than five hours from receiving the confirmation of the reservation by the Contracting authority to the travel organiser. If not feasible, delivery of hard copy paper tickets should be arranged via courier service, to the travel organiser no later than 24 hours from receiving the confirmation of the reservation by the Contracting authority;

### 2.3 Workflow:

Request for travel options	Sent by designated person from the Contracting authority with all trip related information
Providing the options	The contractor provides 3 alternative options (including comparable quotes for any deviations from Official Itinerary).
Provisional booking/reservation	The travel organiser requests the provisional booking replying to the previous correspondence indicating the selected trip option and full name of the traveller(s)
Approval and Ticket ordering	Upon verification of travel itinerary and details the travel organiser approves and issues a purchase order for selected travel option.
Issuing of the ticket	The issued ticket is sent to organiser's email address. The traveller contact details must be added to the booking.

### 2.4 Changes to tickets

Travel Organiser might inquire changes to the travel option agreed directly with the Travel Agency. No formal procedure is required for rebooking involving costs up to EUR 150, email communication will be sufficient. Any changes requiring the issuance of a new ticket where the total cost of the new ticket exceed EUR 150 need to be approved via Rebooking Request. The Travel Agency shall issue the new ticket only upon receipt of the duly approved Rebooking Request email.

### 2.5 Cancellation:

In case of cancellation, the contractor will do everything possible to protect the interest of the Contracting authority. The Contractor shall inform the Contracting authority about the refund amount and follow up

to ensure the outstanding refunds are executed. For cancellation services, the contractor shall apply no service charges.

## 2.6. Contract duration

The execution of the contract shall start 3 days after the contract is signed by the last party.

The duration of the performance of the contract shall not exceed 12 months. Performance of the contract starts from the date of entry into force of the contract.

## 2.7 Estimated volume of travel

No	Origin	Destination	Number of estimated trips (flights)	Number of estimated trips (train)
1	Belgrade	Capitals and other cities within South East Europe	84	
2	Belgrade	Brussels	18	
3	Belgrade	European member states (EU MS) neighbouring with Serbia	15	
4	Belgrade	Other EU MS	30	
5	Capitals and other cities within South East Europe	Belgrade	40	
6	Any within Europe and South East Europe	Any within Europe and South East Europe		40

## 3. VERIFICATION OF NON-EXCLUSION

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

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

#### **4. SELECTION CRITERIA**

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

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.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

##### **4.1 Declaration and evidence**

The tenderers whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 2), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them.

This declaration is part of the declaration used for exclusion criteria so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the evidence to be submitted with the tenders. A tenderer is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

##### **4.2 Legal capacity**

Tenderers must prove that they have legal capacity to perform the contract. Such capacity shall be proven by the evidence listed below:

- Proof of enrolment in a relevant trade or professional register;

##### **4.3 Economic and financial capacity criteria**

**4.3.1:** The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria:

- Annual average turnover of the last two closed financial years should be above EUR 100,000.00; this criterion applies to the leader in case of joint tenders.
- Current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. In case of a consortium, this criterion applies to the leader; and
- Profitability: Profit Margin Ratio should be above 0 (zero).

##### **4.3.2: Evidence:**

- For economic operators required under national law to keep a complete set of accounts: statement of financial position, statement of profit or loss account and annexes of the last two years for which accounts have been closed;

- For economic operators required under national law to keep a simplified set of accounts: the statement of expenditure and revenue and the annex showing assets and liabilities for the last two financial years for which accounts have been closed;
- In all cases, a statement of overall turnover provided over the last two financial years for which accounts have been closed.
- The most recent year must have been closed within the last 18 months.

**The above specified evidence of economic and financial capacity must be provided with 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, it may prove its 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. The Contracting Authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

#### **4.4 Technical and professional capacity criteria**

**4.4.1** Tenderers must prove that they meet the following technical and professional criteria:

- The tenderer must be a member of IATA;
- The tenderer should be registered to use at least in 1 global booking platform;
- To have at least 1 booking terminal for the flight tickets;
- at least 1 employed person with very good knowledge of English language and with IATA certificate;
- The tenderer shall have at least 2 persons trained to use booking system.
- Has provided similar services in the past three years with at least three contracts with cumulative value of at least EUR 100,000.

**4.4.2 Evidence:**

- Copy of valid membership certificate in IATA;
- Copy of an agreement for using at least one global booking platform;
- Confirmation letter for possessing 1 booking terminal for the flight tickets;
- Confirmation of having at least 1 employed person with IATA certificate with providing copy of the IATA certificate and certificate of employment;
- Copy of training certificates or diplomas for at least 2 persons to use booking system, issued by authorized training centres, which are members of IATA.
- List with the at least three contracts with cumulative value of at least EUR 85,000., indicating the contract value, period of duration and the client.

#### **5. AWARD CRITERIA**

The offer with the lowest price, which is in conformity with the tender specifications shall be proposed for award.

The contracting authority may reject abnormally low tenders, in particular if the tenderer does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

#### **6. AWARD DECISION AND CONTRACT SIGNING**

**The award decision will be taken by the Director.**

**7. ANNEXES**

1. Tenderer 's Identification Form
2. Declaration of honour on exclusion criteria and selection criteria
3. Power of attorney (mandatory only in case of joint tender)
4. Draft Contract
5. Financial Offer
6. Financial Identification

## ANNEX 1

### IDENTIFICATION OF THE TENDERER

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

#### Call for tenders PS/SRV/OTS/002/2023

<b>Identity</b>	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) <sup>5</sup>	
<b>Address</b>	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
<b>Contact Person</b>	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: E-mail address:	

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<sup>5</sup> For natural persons.

<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>6</sup></b>	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

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<sup>6</sup> 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 selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:

➤ declares whether the above-mentioned person is in one of the following situations or not:		
SITUATION OF EXCLUSION CONCERNING THE PERSON	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of any of the following:		



(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> <li>i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</li> <li>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</li> <li>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</li> <li>iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</li> <li>v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

***[Only for legal persons other than Member States and local authorities, otherwise delete this table]***

➤ declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:		
<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON</b>	YES	NO
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

➤ declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:			
<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON</b>	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ declares whether the above-mentioned person is in one of the following situations or not:		
<b>GROUND FOR REJECTION FROM THIS PROCEDURE</b>	YES	NO
h) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
i) has provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
➤ acknowledges that the above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.		

➤ declares whether the above-mentioned person complies with the selection criteria as provided in the tender specifications:		
<b>SELECTION CRITERIA</b>	YES	NO
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 3.2.2 of the tender specifications;		
(b) It fulfills the applicable economic and financial criteria indicated in section 3.2.3 of the tender specifications;		

(c) It fulfills the applicable technical and professional criteria indicated in section 3.2.4 of the tender specifications.		
➤ declares that the above-mentioned person will be able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.		

**REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (d) of this declaration.

**EVIDENCE UPON REQUEST**

Upon request and within the time limit set by the contracting authority the person shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates 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 person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

Full name

Date

Signature

ANNEX 3

**DRAFT CONTRACT**

*Please see separate document*