



## **CALL FOR TENDERS**

No. PS/SRV/DS/014/2023

### **Service contract for providing driving services**

Middle value contract

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## 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 <sup>\*</sup>, 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 TCT Secretariat requires a service provider, which shall provide professional driving services with the TCT Secretariat-owned vehicle. For that purpose, the TCT seeks to offer a service contract to a services provider in order to obtain driving services and basic logistic support to the workflow of the TCT Secretariat.

### 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>).

Participation in this procurement procedure is open on equal terms to all natural and legal persons or associations of such persons established in:

- Member State of the European Union;
- Signing Parties of the Transport Community Treaty;
- A Member State of the European Economic Area;

Natural persons who are nationals of, and all legal persons established in non-EU countries can participate to a procurement procedure, only if signatory of the WTO's GPA or of a bilateral agreement with EU. Participation is also open to international organisations.

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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>

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 as described in **Section 3.2.2**.

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 The Structure and content of the tender**

The tenders must be presented as follows:

- Identification of the tenderer (see section 1.6)
- Non-exclusion (see section 3.1)
- Selection (see section 3.2)
- Financial offer

The maximum value of the service contract price is **EUR 22,500.00 (VAT excluded)**.

The price for the tender must be quoted in Euro using the annexed template and consists of:

- A monthly rate that includes the following amounts whose level has been determined by the Contracting Authority and should be left unchanged in the financial offer:
  - A fixed monthly amount;
  - An estimated amount for per diem rates that might only become payable under the conditions hereinunder provided;
- A management fee, calculated as percentage from the monthly rate;

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 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.

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 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.

## **1.6 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)

## **1.7 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.

## **1.8 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>.

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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.

## 1.9 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:

### 1) 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 10 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.

### 2) 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.

## 1.10 Awarding of the Contract

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

- Not earlier than 10 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 10 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.

### **1.11 Period of validity of tenders**

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

## **2. TERMS OF REFERENCE**

### **2.1 Services covered by the contract**

The services covered by the contract include:

- a) The driving services shall be performed by the Tenderer's staff in accordance with the plan produced by the TCT Secretariat;
- b) As a minimum the required services shall include:
  - Ensure provision of reliable and safe driving services by operating the office vehicle for a) the transport of Transport Community Permanent Secretariat staff, other high-ranking officials and visitors, b) delivering and collecting of mail, documents and other items, and c) meeting official personnel and visitors;
  - Undertake all activities necessary to ensure proper daily maintenance of the assigned vehicle through timely minor repairs, arrangements for major repairs, timely changes of oil, checking tires, brakes, car washing, etc. Cost of maintenance, vehicle spare parts shall be covered by TCT Secretariat. Raise any concerns with the condition and roadworthiness of vehicle immediately to TCT Secretariat staff.
  - Ensures cost-savings on proper use of vehicle through accurate maintenance of daily vehicle logs, provision of inputs to preparation of the vehicle maintenance plans and reports
  - Responsible for day-to-day maintenance of the vehicle, checks oil, water, brakes, etc, perform minor repairs;
  - Ensures availability of all the required documents/supplies including vehicle insurance, vehicle logs, office directory, map of the city/country, first aid kit, and necessary spare parts. Ensures that all immediate actions required by rules and regulations are taken in case of involvement in accidents.
  - Follow all rules and regulations in relation to the road safety;
  - Provide to the TCT Secretariat logistic support (such as but not limited to: sending or collecting official mail, scanning/photocopying of documents, handling office supplies, delivery of documents etc.);
  - Performs other duties as required;
- c) The TCT Secretariat has the exclusive right to choose the person hired with the Tenderer who shall be offered to provide driving services based on the following minimum requirements:
  - Completed secondary education;
  - At least two years of relevant work experience and "clean" driving licences.
  - Basic knowledge of English language;
  - Knowledge of driving rules and regulations and chauffeur courtesies;
  - Punctuality and discretion;
  - Experience in driving officials for international organizations is an asset;

Tenderer shall submit CV of the person, who shall provide driving services for the TCT Secretariat for prior approval.

- d) Accordingly, the TCT Secretariat has the right to, without mandatory approval but with due notification to the Tenderer, request the change of the assigned person of the Contractor's personnel, providing driving services to the TCT Secretariat;
- e) The required engagement is 40 working hours per week. The monthly rates envisaged for covering the driving services and logistic support shall be:
  - I) for the period September to December 2023: EUR1,200.00
  - II) for the period January to August 2024: EUR1,450.00The amounts above are in gross terms, i.e. before any deductions mentioned under point (h) below.
- f) When driving to destinations outside the city of Belgrade, and when overnight is necessary, a daily subsistence allowance (DSA) of EUR154.00 per night spent away shall be paid.
- g) In addition to the amounts specified under points (e ) and (f) above, a management fee shall be paid to the contractor.

Reduced DSA rates shall be applied when business trip does not include overnight stay:

- For business trips of 8 hours or more, 50% of the DSA shall be paid.

The DSA rate includes the cost of accommodation, meals and all other incidentals.

TCT Secretariat shall issue travel authorisation and shall notify the service provider 5 days before the business trip takes place. Service provider shall be obliged to advance the per diems to the person providing driving services before the trip takes place.

- h) The monthly rate under point (e ) above shall cover the following:
  - 1) The monthly salary of the person undertaking the services;
  - 2) Any personal income tax, health insurance, transportation allowances and social security contributions imposed or required under the Law of Republic of Serbia for employment contracts;
- i) The monthly rate shall be paid by the Contracting Authority under a cost-reimbursement approach, based on supporting documents issued by the Service Provider demonstrating that salary and all associated contributions have been duly paid.
- j) The person undertaking the services shall benefit from the contractor side, of all legal rights regarding official holidays, annual leave and sick leave under the national law. During all such periods the services will not be provided. Annual leave shall be agreed in advance with the TCT Secretariat.
- k) The TCT Secretariat shall solely and exclusively supervise and control the personnel of the Tenderer as well as the manner of provision of services of the Tenderer's personnel and, depending on the result and quality of services, shall inform the Tenderer on the facts important for valid performance of this Contract which are related to discipline, behaviour, professional knowledge and skills of the Tenderer's personnel;
- l) The due performance of services shall be confirmed by TCT Secretariat on monthly basis, for the scope of payment, within 5 working days from the start of each month.



- m) The Tenderer is obliged to provide the services in their full capacity as specified in this Terms of Reference that form an integral part of the present Call for tenders.
- n) The Tenderer will, at the written request of the TCT Secretariat, replace, in the shortest possible period from the day such a written request is received, their personnel should s/he fail to follow the instructions given by the TCT Secretariat or has failed to perform the services with due care.
- o) Failure to perform the services referred to in the previous paragraph shall mean the following:
- 1) If the respective person, does not conduct in line with the TCT standard operating procedure on the use and management of the TCT vehicle;
  - 2) If the respective person does not accomplish the results, i.e. if s/he does not possess the required knowledge and skills to perform the services;
  - 3) If the respective person wilfully commits a violation of duties determined by the TCT Secretariat;
  - 4) If the respective person breaches discipline, whereby especially the following conducts will be considered as a breach of the discipline:
    - Unjustified late arrival recorded on at least three (3) days within a period of three months.
    - Unjustified early departure from TCT Secretariat's premises recorded on at least three (3) days within a period of three (3) months;
    - Unjustified absence from the TCT Secretariat's premises and/or locations recorded on a maximum of five non-successive (5) days within a period of twelve months;
    - Improper behaviour towards the TCT Secretariat officials and other official visitors (fighting, quarrelling, insulting behaviour, etc.);
    - Refusal to cooperate with the TCT Secretariat officials and other official visitors due to personal intolerance or other unjustified grounds;
    - Untimely notification or failure to give notification of faults on the vehicle or other equipment used in the performance of services;
    - Failure to implement or insufficient application of job safety measures, improper use of means of production or their use contrary to instructions, orders and regulations;
    - Theft, fraud, embezzlement of the TCTS Secretariat assets or other property located on the TCT Secretariat's premises;
    - Failure to act and thereby obstructing or preventing the process of work or management as well as refusal to perform activities without justification
    - Sleeping during working hours;
    - Unjustified disclosure of TCT Secretariat's internal documents;
    - Use of alcohol or narcotic drugs prior to or during the performance of services;
    - Failure to perform and negligent, undue and careless performance of professional and other duties
    - Breaches of job safety and fire prevention regulations;
    - Unauthorized disclosure of business, official or other secret defined as such by law or general enactment

- Failure to provide necessary cooperation with safety investigations and financial or ethics related audits conducted by authorized representatives of the TCT Secretariat.
- Abuse of sick leave and health related work restrictions including for example the provision of fraudulent or fraudulently obtained medical certification;
- Possession of fire arms in the Client's premises opposite to applicable regulations, and when this is not required for performance of works i.e. previously authorized by Client
- Intentional destruction or vandalism of the TCT Secretariat's property or assets;
- Sexual harassment defined as an unwelcome sexual advance, any request for sexual favors, or any other unwelcome verbal or physical conduct of a sexual nature in the workplace as well as any similar conduct that creates a hostile work environment.

d) If the respective person commits a criminal offence;

## **2.2. Contract duration**

The execution of the contract shall start on the day when it 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 (tentative period: between 1 September –15 September).

## **3. EVALUATION AND AWARD**

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that 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.

### **3.1 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.

### **3.2 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.

#### **3.2.1 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 (see section 3.1) 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.

#### **3.2.2 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;

#### **3.2.3 Economic and financial capacity criteria**

**3.2.3.1:** 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 20,000.00; 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).
- The tenderer's accounts haven't been blocked in the last 12 months

#### **3.2.3.1: 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.
- Extract from the National Bank of Serbia's website where the information on the status of accounts is visible.

### 3.2.4 Technical and professional capacity criteria and evidence

#### 3.2.4.1 Tenderers must prove that they meet the following technical and professional criteria:

- Has provided similar services for providing administrative or logistic support in the past two years with cumulative value of two (2) contracts of at least EUR 20,000.
- Has provided similar services to at least 1 international organisation in the past two years.

#### 3.2.4.2 Evidence:

- List of minimum 2 client's contracts with cumulative value of at least EUR 20,000 in the past two years, indicating the contract value, period of duration and the name of the client.
- List of similar services provided to at least 1 international organisation in the past two years, indicating value, period of duration and the name of the client.

### 3.3 Award criteria

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

## 4. AWARD DECISION AND CONTRACT SIGNING

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

**ANNEXES**

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

## 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/DS/014/2023

<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>4</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>4</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>5</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>5</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*