



ReSPA/EC/SER/006-19

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31 October 2019

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Call for tenders

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# Tender specifications

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Provision of travel services

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## ANNEX I – TENDER SPECIFICATIONS

**Title: Provision of travel services to the Regional School of Public Administration**  
**Reference: Call for tenders ReSPA/EC/SER/006-19**  
**Closing date: 03.12.2019**

### 1. About the Regional School of Public Administration (ReSPA)

ReSPA is an international organization set-up as a joint initiative of European Union and the Western Balkan countries working towards fostering and strengthening the regional cooperation in public administration, human resource management and civil service reform among its Member States. It seeks to offer high quality, innovative and creative training events, networking activities, capacity building and consulting services to ensure that the shared values of respect, tolerance, collaboration and integration are reaffirmed and implemented throughout the public administrations in the region. It is located in Danilovgrad, Montenegro. The foregoing is a summary of the objectives of ReSPA:

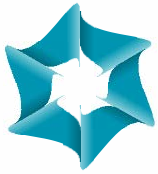
- a) To improve regional cooperation in the field of public administration reform;
- b) To support development of human resources management in line with the European Administrative Space;
- c) To promote regional professional networks both within the region and beyond;
- d) To contribute to the strengthening of administrative capacities of ReSPA Member States as required by the European integration process.

Further information about the work of the ReSPA can be found on its website:  
<http://www.respaweb.eu>

### 2. Presentation of the tender

Tenders shall be submitted in accordance with the double envelope system. The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- The call for tenders reference No “**ReSPA/EC/SER/006-19**”
- The contract title “**Provision of travel services to ReSPA (Regional School of Public Administration)**”
- The name of the tenderer
- The indication “**Tender – Not to be opened by the internal mail services**”



- The address for submission of tender (as specified in the letter of invitation to tender)
- The date of submission shall be legible on the outer envelope or parcel

The outer envelope or parcel must contain three inner envelopes, i.e. Envelopes No 1, 2 and 3, corresponding to the following three sections: administrative section, technical offer and financial offer.

**(a) Envelope No 1 – Administrative section** shall include the following:

- The Tender submission form drawn up in accordance with the template in Annex 1
- The declaration(s) on exclusion criteria as required under section 8.1.2 drawn up in accordance with the template in Annex 2
- The legal entity form(s) as required under section 8.2.1 drawn up in accordance with the template in Annex 3 accompanied by the required supporting documents
- The financial identification form drawn up in accordance with the template in Annex 4
- The evidence and documentation demonstrating the fulfilment of the selection criteria as required under sections 8.2.2 (economic and financial capacity) and 8.2.3 (technical and professional capacity)

**(b) Envelope No 2 – Technical offer** shall include the following:

The technical offer addressing the elements described in sections 6 and providing all information requested under section 8.3

**(c) Envelope No 3 – Financial offer** shall include the following:

The financial offer drawn up in accordance with the requirements set in sections 6.13 and with the template in Annex 5.

Tenders shall be drafted in **English** (supporting evidence does not need to be translated) and submitted **in triplicate** (one **signed original and two copies**).

It is important that tenders are presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect the requirements above will constitute a formal error and may result in the rejection of the tender.

Tenderers shall carefully follow the instructions in points 2, 3, 4 and 6 of the letter of invitation to tender to ensure their tender is admissible. Late delivery will lead to the non-admissibility of the



tender and its rejection from the procedure for awarding a contract following this call for tenders. Tenders sent by e-mail or by fax will also be non-admissible and discarded. Envelopes found opened at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their tender is wrapped in such a way as to prevent any accidental opening during its mailing.

### **3. Confidentiality and protection of personal data**

For the processing of this tendering procedure, the ReSPA observes the rules set in Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data<sup>1</sup>.

### **4. Participation in the tendering procedure**

#### **4.1. Eligibility**

As per Practical Guide and its annexes.

#### **4.2. Application**

All eligible legal persons (as per above) or groupings of such persons (consortia) may apply. A consortium may be a permanent, legally established grouping or a grouping, which has been constituted informally for a specific tender procedure. If awarded the contract, the members of the consortium (i.e. the coordinator and all other partners) will have an equal standing towards the ReSPA in executing the framework service contract and they will be jointly and severally liable to the ReSPA.

The participation of an ineligible legal person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

The ReSPA will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for the proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection to the ReSPA's contractual interests (depending on the country concerned, this may be for instance, incorporation or partnership or a temporary association). Consortia must identify one of their members as leader (coordinator) who will interface with the ReSPA.

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<sup>1</sup> OJ EU L 8/1 of 12.1.2001



Each member of a consortium must fulfil the conditions for participation mentioned in this section as well as in section 4.1 above and provide the required evidence for the exclusion and selection criteria (see sections 8.1 and 8.2 of these Tender Specifications). Concerning the selection criteria 'technical and professional capacity', the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria. Therefore, each member of a consortium shall specify his role, qualifications and experience.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

### **4.3. Subcontracting**

Subcontracting is not allowed.

## **5. Contractual terms and guarantees**

In drawing up their bid, tenderers should bear in mind the provisions of the standard framework service contract and standard order form particularly those on payments, performance of the contract, confidentiality, and checks and audits. Any limitation, amendment or denial of the terms of the contract will lead to the automatic exclusion from the procurement procedure.

No financial guarantee is required.

## **6. Subject of the contract**

### **6.1. Purpose and scope of the contract**

The contract aims to provide elaborated travel services to the ReSPA regarding flight tickets and other means of transportation-related to conferences, seminars, working group meetings, and other events in non-EU and EU countries. It encompasses two types of services:

- a) Air Travel Services
- b) Land Travel Services within Montenegro (from the airport to the destination of the event).

ReSPA requires an experienced company(es), (in the following text named as a contractor) to make travel arrangements as required, for ReSPA's event(s) participants (in the following text named as a **traveller(s)**) travelling within and/or among ReSPA members countries and across Europe. ReSPA's offices are established in Danilovgrad, Montenegro.



The travellers of ReSPA are public administration officials from ReSPA Members and Kosovo<sup>2</sup>. In term of an event, the departure point for each traveller differs while the arrival point is mutual for all. The Contractor shall organise in that matter as many different arrangements as the travellers are nominated for the certain event.

ReSPA uses the term “Activity and/or Activity Number” (hereinafter “Activity” to describe an authorized trip of traveller(s). Each activity has a specific activity reference number provided by the ReSPA.

Travel arrangements will be made on the basis of the most convenient trip (shortest schedule possible in terms of the time schedule from departure to destination and return back) at the best possible price to ReSPA, according to the provisions mentioned below.

It is the Contractor’s task to advise the traveller on the most suitable travel option for the Activity and where applicable, to explain the appropriate options to the traveller. Once the names of travellers of ReSPA’s event/activity are sent by ReSPA and received by the Contractor, the communication shall remain among the traveller and the Contractor.

### **6.1.1. Detailed requirements**

#### **1. Overall Scope and Volume of Services**

The ReSPA Secretariat intends to outsource air travel ticketing services and land travel services for Montenegro (from airport to the destination where the activity will take place), for the period of implementation of EC Grant Contract in the following three years. ReSPA requires that air travel arrangements in respect of its officials and non-ReSPA officials requiring air transport in the interest of ReSPA be made by the travel company with due consideration of the following:

The successful travel agent(s) shall provide full, prompt, accurate and expert international and domestic travel products and services to ReSPA Staff, their dependents and other travellers authorized/accredited by the ReSPA Secretariat, in accordance with the ReSPA policies, procedures and guidelines.

The below table shows, an indicative volume of ReSPA activities per location of the event, which will be undertaken during the period from December 2019 until December 2020. In the majority of cases, participants are coming from ReSPA Members Region, usually 3-4 from each ReSPA Member. The total number of participants in the below table also encompasses the

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<sup>2</sup> \* This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and ICJ Advisory opinion on the Kosovo Declaration of independence





potential experts, guests and ReSPA Staff members attending the event. No figures are presented yet for the rest of implementation period.

Country	No. of Activities	No. of participants from the Region
Tirana, Albania	2	130
Budva, Montenegro	3	250
Danilovgrad, Montenegro	9	150
Skopje, North Macedonia	1	20
Belgrade, Serbia	3	80
Argentina	1	30
Split, Croatia	1	19
Zagreb, Croatia	1	45
Tallinn, Estonia	1	40
Berlin, Germany	1	35
Seoul, Korea	1	30
Belfast, Northern Island	1	20
Bec, Austrija	1	25
Ljubljana, Slovenia	1	25

**Please note that the above figures are indicative only for the first year of implementation and have no contractual value. The actual volume of services may vary depending on the needs of ReSPA. The above table does not include all travel requirements for the activity in regards to Comparative Studies, Mobility Schemes, and In-Country support activities.**

ReSPA will contract three (3) companies to implement this service. The maximum contract volume over its total possible duration is estimated at 508.500,00 EURO.



## **6.2. Ad hoc information requests/service updates**

The successful tenderer may be requested to attend a small number of coordination meetings at the premises of ReSPA (1 to 2 meetings at the start of services and 1 to 2 per year thereafter). These meetings will not be reimbursed by ReSPA. Primarily, meetings shall be organised with the use of available technology (e.g. tele/video conference facilities).

## **6.3. Flexibility of working hours**

The Contractor shall be in a position to provide the aforementioned services, including the delivery of tickets and vouchers to ReSPA if necessary, during normal working hours (Monday to Friday 8.00 – 18.00, CET +1) except public holidays which shall be communicated by ReSPA at the beginning of the year and/or start of the contract.

During working hours, the Agency staff must be available by telephone, by e-mail or via voice call over the internet at zero cost per call. The Contractor will provide a dedicated team to serve ReSPA and also a direct telephone line and e-mail address to be used for communication with ReSPA and its staff.

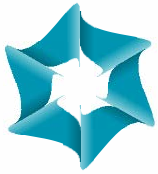
The Agency shall guarantee enough resources to support via telephone and e-mail the volume of activities during normal working hours (Monday to Friday 8.00 – 18.00, CET +1) for each ReSPA working day. Therefore, replacement of staff for any reason (sickness, holiday, training etc.) must be foreseen by the Agency.

Flexibility during weekends and holidays is required. In particular, the Agency has to make available and warrant a hotline service for urgent queries arising outside normal working hours and stretching at least two (2) hours before office hours and three (3) hours after (a telephone number must also be provided).

The Contractor, in any case, shall provide resources for full support of the travellers in regard and during the trips organised under this Contract, once they are taking place.

## **6.4. Communication of interest to ReSPA and travellers**

The Contractor will inform travellers and ReSPA immediately of changes in the scheduled flights and any significant circumstances that can incur changes in the scheduled flights, e.g., planned strikes, or any new carriers operating which might be of interest of the travellers and ReSPA, as well as any particular discount/offers proposed by carriers.



## **6.5. Confidentiality of information**

The Contractor must ensure that personal data to which they may get access during the implementation of the contract are protected.

## **6.6. Quarterly report**

The Contractor will be requested to provide a detailed report at the end of each trimester (three (3) months) to reflect the work carried out for ReSPA and amount of financial turnover. Such statistics may include ReSPA ticket purchases, costs covered for the use of a car, etc., by month and by destination, visas issued by country and expenditure under the contract by month, etc.

## **6.7. Contractor staff**

High level of professionalism and “client-orientation” is expected by the staff of the Contractor.

The staff designated as contact persons with ReSPA shall have a good working knowledge of English, while some knowledge of other EU languages would be appreciated. Good knowledge of the geographical areas in which ReSPA is mainly operating (Members of ReSPA countries) is also considered as an advantage. ReSPA expects that dedicated staff will be made available to the ReSPA account by the Contractor, as appropriate.

The Contractor shall ensure that any member of its staff dealing with ReSPA travels under this contract has the necessary and sufficient knowledge and training to render the services at the required level.

## **6.8. Ordering process**

In line with the adopted Programme of Work, ReSPA prepares a tentative annual schedule of the activities. Exact dates are defined upon a need basis, but all participants must confirm its attendance at least 21 days before the date of the activity.

Valid for all missions, services and provisions: ReSPA remains the owner of data collected, including any personal data related to a mission. Data is treated by the contractor as confidential and personal data is treated in line with the requirements of Directive 95/46/EC as transposed to the respective Members of ReSPA.

Please find below the specified methodology and process of providing expected services, which should be reflected in your Technical offer. The products and services required by ReSPA include, but not limited to, the following:



*i.* Selection of the Contractor, Reservation, and Ticketing

Within the period between 21 and 14 days before the event, the following steps should be performed:

- a) ReSPA Assistant should prepare an official request for services containing the date and time of the event, required travel destination pairs, and the total number of confirmed event participants, 21 days before the event. Request for offers will be in all cases submitted to Agencies by mail from Monday until Thursday from 08-09 h in the morning. Based on the request for services, contracted Agencies have to send back individual offers for the confirmed event participants;
- b) The individual offers have to be provided by e-mail within maximum three (3) hours at the same working day from the original inquiry. The Agency offers should provide info on routing options, and relevant cost quotations. **The Agencies have to insure 24h validity of flight ticket's price and offered terms compelled with it, counted from the time when the offer is obtained by ReSPA mail server.**
- c) The selected Agency shall ensure and clearly state in the offer, 24 h validity of the prices and terms offered for the flight tickets.
- d) Instantly after obtaining the offers, responsible Manager will evaluate/compare obtained offers and select the most economical offer for which Purchase Order will be compiled, approved and issued within max 2 hours after the deadline for submitting offers (3 hours after request). Manager will consider the most economical offer with the best ration between the offered cost, time and stop legs of the proposed flight schedule;
- e) Within the validity of provided offers – 24h, two (2) hours after the submission of offers, ReSPA will send Purchase Order to the selected agency containing the following data:
  - a. List of participants with contact details (phone number, e-mail address);
  - b. Confirmed flights schedules – compliant with the offer, individual and total amount;
- f) ReSPA will inform other Agencies that for the particular event, another agency is selected
- g) Within the validity of provided offers – 24h, selected Agency should send a request to participants to confirm selected flights compliant with the approved conditions in the Purchase Order containing the timing and dates, stop legs and price; ReSPA should be kept in CC in this communication, while the confirmation may be obtained through other electronic means



- h) Selected Agency, will issue tickets for the Travelers for which they have obtained official confirmation, listed in the Purchase Order, shall immediately make bookings the route and prepare appropriate itineraries to be sent to participants – ReSPA should be in CC within this communication;
- i) Before the submission of the request for offers to Agencies, ReSPA will inform all confirmed participants by mail/Viber that they will be shortly contacted by the selected agency to confirm the provided flight schedule by e-mail. In limited exceptional and justified cases, ReSPA will be available to provide additional assistance to the Agencies in obtaining the participant confirmations through ReSPA Liaison Officers within the ReSPA Members. Additionally, event practical information sheet will contain a warning that omitting the participant obligation to respond on the request for flight confirmation will imply them to purchase the flight ticket on their own, for which ReSPA will reimburse them up to the amount stipulated in the request for flight ticket confirmation
- j) The selected Agency at the end should submit an overall list of confirmed purchased tickets for the participants who have provided their confirmation. Individual and the total amount of the confirmed tickets should not be higher than the individual and total amounts stipulated in the Purchase Order
- k) Selected Agency will provide to ReSPA the list of all participants who didn't confirm the proposed flights within the stipulated offer validity period approved in the Purchase Order
- l) Selected Agency shall promptly issue and deliver accurately printed/electronic tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline

**Events organised in Montenegro:**

- m) For event organised in Montenegro, the request for offer, in the separate section will also include a request for offers of airport transfer from the Podgorica/Tivat Airport – to the event destination
- n) Selected Agency will deliver land travel services within Montenegro only after obtaining a signed Purchase Order by the responsible person from ReSPA. The Purchase Order will



list the names of travellers, number of cars, routing and dates, the individual and total amount of service to be purchased;

- o) Approved Purchase Order form can be subject of invoicing; the amount in the final invoice sent to ReSPA by the selected Agency, shall not be higher than calculation approved in Purchase Order;
- p) ReSPA may use land travel services within Montenegro from other service providers and entities, in case of increased convenience, economy, or efficiency;

*ii. Airfares and Airline Routings/Itineraries*

The ticket quotation should mention the following:

- a) Price
- b) Action reference number (to be communicated by ReSPA);
- c) Itinerary (detailed flight/train/ hours of departure and arrival);
- d) Ticket class - economy by default;
- e) Baggage allowance – unless requested otherwise, all within EU travel shall have a minimum of 20kg allowance;
- f) Information on ticket flexibility and related costs regarding possible changes or cancellation;
- g) A detailed breakdown of the final cost (e.g., fare cost, service fee applied from airlines companies, transaction fee applied from Contractor, etc.);
- h) Propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economical routing unless travel time exceeds 10 hours in duration with a maximum 5 hours break between flight segments;
- i) Ensure that tickets issued are in accordance with entitlements prescribed in the Travel Authorization;
- j) Assist ReSPA in negotiating with airlines on preferred carrier fares for ReSPA, (and load such fares in the contractor's Computerized Reservation System for use in auto-ticketing);
- k) Assist ReSPA in negotiating with airlines preferred fare conditions for ReSPA, such as ticketing deadlines to be as flexible as possible (i.e., until the date of commencement of particular travel); and
- l) Advise market practices and trends that could result in further savings for ReSPA, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting.



***The travel tickets and accompanying documentation shall contain information on:***

- a) Name of the person on a mission;
- b) Complete itinerary;
- c) Ticket class;
- d) Fare and tax details, including fare calculation details and additional data such as flight codes;
- e) Fare restrictions, change or refund permissions;
- f) Baggage allowance;
- g) Carriage terms and conditions;
- h) Other relevant information;

**iii. Travel Information / Advisories**

Travel agent shall:

- a) Inform ReSPA, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other possible inconveniences of the itinerary and provide required documentation for travels;
- b) Provide ReSPA with online and offline relevant information on official destinations, i.e., visa requirements<sup>3</sup>, security advisories, airport transfers/land transportation facilities, local points of interest, currency restrictions/regulations, health advisories, weather conditions, etc.;
- c) Endeavour to notify ReSPA of airport closures delayed or cancelled flights, security procedures, health precautions, as well as other changes that will affect or will require preparations from the travellers, sufficiently before departure time; and
- d) Quick reference for the requested destination.

**iv. Transfers from/to airports**

The contractor will offer options which are non-obligatory to be used by ReSPA for the following additional services:

- a) Arrange and organize car/taxi or mini-bus/ bus transfers for travels.
- b) Organize reservation/ purchase of train/ bus/ ship tickets, as may be necessary

**v. Flight Cancellations / Rebooking and Refunds**

Travel agency shall:

- a) Process duly authorized flight changes/ cancellations when and as required and taking care that in such cases, cancellation fees imposed by the airlines are avoided.

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<sup>3</sup> It is a general rule that the traveller arranges own visas and secures travel preconditions, and only in exceptional cases the contractor may be asked for an informative assistance in this regard, and taking into consideration the overall experience of the Contractor in travel arrangements



- b) Immediately process airline refunds for cancelled travel requirements/ unutilized pre-paid tickets and credit these to RESPA as expeditiously as possible;
- c) Limit refund charges at airline rates only, i.e., no additional charges will accrue to the travel agency
- d) Absorb all cancellation and/or change reservation date charges which are due to no fault of ReSPA or the Traveller, and
- e) Report back to ReSPA on the status of ticket refunds.

*vi. Availability of Other Products and Services As May Be Requested*

Agency, where applicable and upon request of ReSPA, shall provide other services including, but not limited to, the following:

- a) Preferred Seating Arrangements / Upgrades
- b) Privileged Check-in Services / Use of Airline Lounges Facilities
- c) Excess Baggage / Lost Baggage / Baggage Insurance
- d) Ground Transportation (Bus/train reservations and tickets)

*vii. Web check-in*

Upon request, the Contractor shall provide to the persons on mission assistance in making the web check-in<sup>4</sup> for the flight tickets or if requested the Contractor will make the web check-in on behalf of the person on a mission. In the latter case, the Contractor should send electronically the boarding passes to the person on a mission.

*viii. Land travel – transfers from and to the Podgorica Airport*

For events held in Montenegro, the selected Agency will also be required to provide agency car transfer, compliant with the participant flight schedule of flight arrivals and departures. One car should be used for a maximum of 3 participants, while in all cases an efficient manner of transfer should be applied to satisfy this requirement. Agency car should provide travellers commodity and security during transfer, which should be arranged using fully operational and regularly maintained vehicles, which are not older than eight years.

For arrivals at the Podgorica airport, agency car should be on the spot at the time of landing, with a clear market label containing the name and surname of participants.

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<sup>4</sup> Web Check-in lets selection of preferred seat and avail e-Boarding Pass. The e-Boarding Pass is usually sent to traveler's email address. ReSPA will ask in the Request for services (an order to the selected Contractor) an option for web check in of the travelers prior to their arrival at the place of the departure flights. The Contractor shall provide requested service or at least shall provide information whether this option is available at the certain carrier to the traveler that would like personally to check in a seat online, once ticket is issued.





For departures, agency vehicle should plan to be timely at the event location to ensure that travellers will be at the Podgorica Airport 1,5 hours before the flight departure.

The Contractor should provide telephone contact of designated driver/s and should provide 24/7 emergency support in this regard.

### ***Cancellations of booked air flights***

The general cancellation policy must be clearly outlined at the technical offer as well as the policy for the open tickets.

ReSPA will not accept bookings for services which will result in 100% cancellation fees if the cancellation/change has been requested in a reasonable period before the mission.

In the case of cancellation on short notice, the best alternative option to facilitate the mission in question should be provided. Also, the Contractor will endeavour to minimise any penalties incurred by ReSPA. Penalties regarding any additional charges attributed to a fault of the Contractor will, however, not be paid by ReSPA. The Contractor has to keep ReSPA informed at all times on the status and changes of a mission including information on such aspects as schedules, prices, extra charges applicable, etc.

Other services may additionally be provided upon request by ReSPA.

In general, the model activity of ReSPA is two/ three-day event with two/three overnights per traveller. The usual number of participants is 24 or 18 when in ReSPA premises or in the ReSPA region and 18 when in EU Member State.

The activity may vary per duration or number of participants, no matter of the place where event shall take place.

## **6.9. Quality of service**

Please refer to the Article 6.8 Ordering process.

## **6.10. Purchase order workflow**

Instantly after obtaining the offers, responsible Manager will evaluate/compare obtained offers and select the most economical offer for which Purchase Order will be compiled, approved and issued within max 2 hours after the deadline for submitting offers (3 hours after request). Manager will consider the most economical offer with the best ration between the offered cost, time and stop legs of the proposed flight schedule. Please refer to Article 6.8 Ordering process for more information.



## 6.11. Invoicing process

The contractor shall issue after the implementation of each Event and corresponding Purchase Order stipulating the services rendered. The invoice must be accompanied by the approved Purchase Order, detailing all transactions that took place in the referred event. The invoice will be considered valid if contains the following information:

- a) Description of transaction/service rendered: analytical information is required, e.g., name of the person on a mission, travel itinerary, dates and times of travel, cost, fare, etc.
- b) Event Number Corresponding to the Purchase Order
- c) Upon the request of ReSPA, the Contractor must be able to provide supporting documents which proves the actual cost of services rendered

ReSPA shall process payment of the invoice within (30) thirty days from receipt of the report and the invoice.

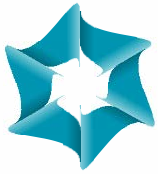
ReSPA is exempted from all taxes and duties, including Value Added Tax (VAT). The Contractor should demand payment directly by the traveller for all additional costs relating to any detours or parts of the journey made for private reasons. ReSPA takes no responsibility and will accept no request for payment of the cost of such travelling arrangements for private reasons.

**Private arrangements (services not included and stipulated in the Purchase Order) of participants, experts, guests or ReSPA Staff and Governance Bodies are not subject to the conditions of the contract.**

The flexibility of the Agency to invoice the services only after the provision of the services will be required during the evaluation of the offers. The possibility of invoicing services only after their provision must be clearly indicated in the offer. The invoice must be followed by a signed Purchase Order (PO) approved from responsible ReSPA Manager and with a detailed specification for each flight ticket (name and surname, dates, destinations, price). The PO in all cases will contain the number of the event and the name of the Activity.

## 6.12. Transparency of third -party supplier's costs – random audits

The ReSPA reserves the right at any time to request a copy of the financial arrangement or invoice between the third-party provider of services and the contractor.



***IMPORTANT NOTE: It is the clear intention of this tender that all potential contractors shall accept the payment model which is entirely based on transaction fees for each service provided, with no extra margin being added to the costs of each service provided by a third party.***

Following such a request by ReSPA, if it can be ascertained that an extra cost has been added by the contractor to the third-party provider's quoted cost, then ReSPA reserves the right to reduce the amount of the invoice for that mission by the total amount of the extra cost identified for each particular service provided by the third party.

### **6.13. Content of the technical and financial offer**

- a) The Tenderer shall enclose with the Technical Offer all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Technical Specification.
- b) The Technical Offer shall include as a minimum the following information and must be undersigned for acceptance:
  - A brief description of the Tenderer's company and the types of services that the company offers;
  - A description of the methodology;
  - A Description of the team proposed by the tenderer to manage and oversee the tender, including the roles of the contact person and the quality manager, and any other persons who will ensure the provision of the highest possible quality of service for this tender. In addition, indicating the name and contact details of the person responsible for this contract tender.
- d) The Tenderer is also required to include an electronic copy of its 'Technical Offer'.

The Financial offer must be drawn up using the Financial Offer form (see Annex – Financial Offer). In order to be valid, it must be duly filled in, dated, stamped, and signed by the authorized person.

Please take special care to enter data in all boxes as described. Failure to provide a fully completed form may result in your offer being declared invalid and not be further evaluated.

'Financial Offer' form together with paper copies that are mandatory. Electronic copies may be submitted on a physical medium (e.g. CD/DVD, USB stick) only. Please do not provide a link to a remote (e.g. file server-based or cloud-based etc.) service as this cannot be accepted.



## 7. Type of the contract

The successful tenderer will be offered a framework service contract which will be implemented through purchase order forms which alone shall bind the ReSPA. The purchase order forms will detail the services and volumes to be provided and the resources to be allocated depending on the ReSPA's needs. The Contracting Authority may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding. Any extension of the contract would be subject to satisfactory performance by the Contractor. Present duration of the framework contract is for 36 months, but no more than the completion of the new EC Grant Contract.

### 7.1 What is a framework contract?

A framework contract is a legal agreement between two parties - in this case the ReSPA and the contractor. It acts as the basis for possible future purchase of services by the ReSPA. The framework contract contains, inter alia, a description of the scope of services that can be requested by ReSPA.

The framework contract will be signed for an initial one-year period and will be automatically renewed for the period of 12 months, compliant with the period of the EC Grant Contract, unless one of the parties receives formal notification to the contrary at least three months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

The contract will be concluded in English and all follow-up communication related to the contract and its implementation will also be done in English.

The framework contract has no fixed value. It does however have an estimated maximum total value. Signature of the framework contract imposes no obligation on ReSPA to order services. Only the implementation of the framework contract through purchase orders or specific contracts is binding for the ReSPA.

Execution of the framework contract will be performed through purchase order forms (draft template provided as the Annex 7), which will contain details of deliverables and timelines for particular services. The procedure for concluding purchase orders is described in section 6.10.

## 8. Award procedure and Criteria

The award procedure will consist in three successive stages; only tenders meeting the requirements of one stage will be examined in the next stage. The procedure foresees:

1. to check, in the first stage, whether tenderers can take part in the tendering procedure (exclusion criteria and legal capacity);



2. to check, in the second stage, the economic and financial capacity and the technical and professional capacity of each tenderer who has passed the eligibility stage (selection criteria);
3. to assess, in the third and last stage, each tender which has passed the eligibility and selection stages in terms of their technical merit first and then their financial value (award criteria).

## **8.1. Exclusion criteria**

### **8.1.1. Exclusion from participation and award in the procurement procedure**

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in section 2.6.10.1.1. of the Practical Guide<sup>5</sup>.

### **8.1.2. Evidence to be provided by the tenderers**

When submitting their bids, each tenderer (including any member of a consortium) must provide a declaration on their honour in accordance with the form attached as Annex 2, duly signed and dated, stating that they are not in any of the situations mentioned under section 8.1.1 above.

The tenderer to whom the contract is to be awarded will be required, prior to the signature of the contract, to provide the evidence specified in the penultimate paragraph of the declaration of honour mentioned above (see Annex 2).

The ReSPA may waive the obligation of the tenderer to whom the contract is to be awarded to submit the documentary evidence referred to above if such evidence has already been submitted to the ReSPA for the purpose of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the successful tenderer shall declare on its honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in its situation have occurred.

## **8.2. Selection criteria**

Tenderers should show their degree of economic and financial capacity, and technical and professional capacity to provide the requested services by providing information on the criteria described below. If several service providers are involved in the tender, the economic and financial capacity, and the technical and professional capacity will be assessed in relation to the combined capacities of the service providers, as a whole, to the extent that service providers put their resources at the disposal of the tenderer for performance of the contract.

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<sup>5</sup> DEVCO Prag to financial and contractual procedures (Version 2016.0 - 15 January 2016), available from the following Internet address: <http://ec.europa.eu/europeaid/prag>



The ReSPA reserves the right to reject a tenderer where it is established that he has conflicting professional interest which may negatively affect the performance of the contract.

### 8.2.1. Legal capacity

➤ Requirement

Any tenderer is required to prove that he is authorised to perform the contract under the national law.

➤ Evidence to be provided by the tenderers:

Each tenderer (including any member of a consortium) is required to submit a legal entity form (see Annex 3) duly filled out and signed, accompanied by a copy of inscription in a trade register and/or a copy of inscription in a VAT register, or a sworn declaration or certificate, membership of a specific organisation, or express authorisation, where applicable.

### 8.2.2. Economic and financial capacity

Tenderers must provide sufficient information to satisfy the ReSPA of their financial standing and that they have the necessary resources and financial means to carry out the work which is the subject of the contract.

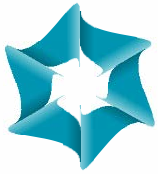
➤ Requirements:

- Tenderers must be in a stable financial position and have the economic and financial capacity to perform the contract;
- The tenderer's annual turnover for each of the last three financial years must be no less than EUR 150,000 (one hundred fifty thousand euros).

➤ Evidence to be provided by the tenderers:

At least one of the document or information listed below must be presented as evidence of compliance with the requirements for the economic and financial capacity:

- Copy of the profit and loss account and balance sheet for the last three years for which accounts have been closed;
- Failing that, appropriate statements from banks or evidence of professional risk indemnity insurance.



If the tenderer relies on the capacities of other entities (regardless of the legal nature of the links which it has with them), it shall provide a written undertaking on the part of those entities confirming that they will place the resources necessary for performance of the contract at its disposal for the period of the contract. In such case, the ReSPA may require that the successful tenderer and such entities are jointly liable for the execution of the contract.

If, for some exceptional reason, which the ReSPA considers justified, a tenderer is unable to provide at least one of the references requested above, he may prove his economic and financial capacity by any other means which the ReSPA considers appropriate.

### 8.2.3. Technical and professional capacity

#### ➤ Requirements

Tenderers are required to fulfil **all** the following requirements:

- Suitability of the organisation and staffing structure available for the services covered by the contract;
- Tenderers must have at least 3 years of relevant experience during the last three years (2016, 2017 and 2018) in provision of comparable services to the ones described in Technical Specifications to similar clients.

#### ➤ Evidence to be provided by the tenderers

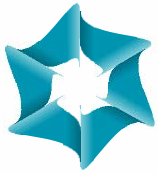
The following documents or information shall be presented as evidence of compliance with the technical and professional capacity criteria:

##### ***Suitability of the organisation and staffing structure***

- A brief description of the Tenderer's company and the types of services that the company offers;
- A description of the methodology in providing travel services – compliant with the detailed steps described in the Ordering process;
- A Description of the team proposed by the tenderer to manage and oversee the tender, including the roles of the contact person and the quality manager, and any other persons who will ensure the provision of the highest possible quality of service for this tender. In addition to indicate the name and contact details of the person responsible for this contract tender.

##### ***Past similar contracts***

- A list and a description of the contracts awarded to the tenderer in the past three years (2016, 2017, and 2018) relevant to the services required under this call for tenders



(land travel services), indicating the dates, value, name and address of the), brief description of the services undertaken including name and role of consortium members. The ReSPA may elect to contact any of the aforementioned companies for a reference. Your permission to do so will be assumed unless you state any objections.

### 8.3. Award criteria

The contract will be awarded to the Agencies that have provided Technically accepted offers compliant with the below-provided criteria.

No.	Qualitative Award Criteria		Max. Points (100)
i.	<b>Infrastructure and internal organisation of the tenderer</b>	Team size and composition and balance of skill mix of the proposed team: profiles, team roles, and responsibilities of all team members, including resource back-up, flexible working hours.	<b>30</b>
ii.	<b>Conformance with services requested</b>	Compliance of the offered ordering process, Invoicing, and other requirements stipulated in the Tender Specifications.	<b>50</b>
iii.	<b>Quality Management of services provided</b>	Simplicity and accuracy of the description in providing requested services and processes, related to providing reassurance for considering the economy and efficiency of proposed freight arrangements	<b>20</b>

#### Minimum attainment per criterion

Offers scoring less than 33 % for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

#### Minimum attainment overall

Offers scoring less than 75% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with. In this Framework contract tender, ReSPA intends to contract three Agencies,





which should fulfil the technical criteria. ReSPA will sign a framework contract with these Agencies for performing of duties stipulated in this Tender Specifications.

ReSPA will be solely liable for the payment of the amounts stipulated in the Purchase Order – issued to the selected Agency for the specific Event. No other obligations will arise from these contracts.

### **8.3.1. Technical merit**

Tenders will be evaluated against the quality criteria and in accordance with the weightings described in the table below which can produce a potential maximum score of 100 points. For that purpose, tenderers are required to:

- provide a technical offer elaborating on the services and mandatory requirements described in section 6; and
- provide a response to all of the quality criteria referred to table above in order to score as many points as possible

The mere repetition of the ReSPA's requirements as set out in these Tender Specifications without going into details or without giving any added value will result in a low score. If essential elements of these Tender Specifications are not expressly addressed in the tender, the ReSPA may decide to give a zero mark for the relevant quality criteria.

The tenderer must confirm that it meets mandatory minimum technical requirements set out in section 8 and provide a completed declaration which can be found in Annex 6.

### **8.3.2. Number of applications**

No more than one application can be submitted whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting an application). In the event that a tenderer submits more than one application, all applications in which that person has participated will be excluded.

### **8.3.3. Provisional commencement date of the contract**

January 2020

All written communications for this tender procedure and contract must be in English. Documents confirming the administrative requirements may be in local languages. However, in case of appointment English translation should be provided for contracting purposes.

### **8.3.4. Number of Lots**

One Lot.



### 8.3.5. Eligibility

As per Practical Guide

### 8.3.6. Candidature

All persons or groupings<sup>6</sup> of such persons (consortia) may apply.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

The participation of an ineligible<sup>7</sup> person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

### 8.3.7. Sub-contracting

Sub-contracting is not allowed.

### 8.3.8. Legal basis

Adopted ReSPA Budget and EC Council Regulation No 1085/2006 of 17 July 2006 establishing an Instrument for Pre- Accession Assistance (IPA).

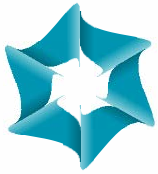
### 8.3.9. Additional information

Certain documents and forms included in the tender dossier are developed for the needs of ReSPA as international organisation entitled to use them in accordance with the **Practical Guide and its annexes**.

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<sup>6</sup> Participation is open to all legal persons [participating either individually or in a grouping (consortium) of tenderers] which are established in a Member State of the European Union or in a country or territory of the regions covered and/or authorized by the specific instruments applicable to the programme under which the contract is financed.

<sup>7</sup> Per PRAG



## **9 Annexes**

Annex 1: Tender submission form

Annex 2: Declaration on exclusion criteria

Annex 3: Legal entity form

Annex 4: Financial identification form

Annex 5: Financial Offer

Annex 6: Technical Offer

Annex 7: Draft Purchase Order Form

Annex 8: Draft framework service contract

Annex 9: Entities invited to submit offer



ReSPA Activities are  
Financed by the EU



**ANNEX 1 to the Tender Specifications – Tender Submission form<sup>1</sup>**

1. SUBMITTED BY (i.e. the identity of the tenderer)

	Name of the tenderer	Statutory registration number <sup>2</sup>	Nationality <sup>3</sup>
Coordinator <sup>4</sup>			
Member			
Etc...			

Name of the representative authorised to sign ( <i>Title, first name, surname and function</i> )	
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2. CONTACT PERSON for this call for tenders (to act as focal point for all communications which may take place between the ReSPA and the tenderer)

Name	
Organisation ( <i>department, unit, etc...</i> )	
Address	
Telephone / Fax	
E-mail	

<sup>1</sup> One signed original and two copies of this tender submission form must be supplied.

<sup>2</sup> Unless the tenderer is a body governed by public law.

<sup>3</sup> Please indicate the country in which you have your registered office, headquarters or residence.

<sup>4</sup> Add/delete additional rows for consortium members as appropriate. If the tender is submitted by a single tenderer, the name of the tenderer shall be entered as “Coordinator” and the other rows shall be deleted.

### 3. STATEMENT

We, the undersigned, being the authorised signatory of the above tenderer (including all consortium members in the case of a joint tender), hereby declare that we have examined and accept without restriction the entire contents of the tender specifications for the tender procedure referred to above, and submit the attached tender which consists of the following documents:

<b>ENVELOPE No 1 – Administrative section</b>	
The present Annex 1 to the tender specifications duly filled out, dated and signed	<input type="checkbox"/>
The Declaration(s) <sup>5</sup> on exclusion criteria (using the standard template in Annex 2) as required under section 8.1.2 of the tender specifications, duly filled out, dated and signed	<input type="checkbox"/>
The Legal entity form(s) (using the standard template in Annex 3) duly filled out, dated and signed, accompanied by the requested supporting documents specified in section 8.2.1 of the Tender Specifications	<input type="checkbox"/>
The Financial identification form (using the standard template in Annex 4) duly filled out, dated and signed, accompanied by the requested supporting documents	<input type="checkbox"/>
Documentation demonstrating fulfilment of the selection criteria on economic and financial capacity (section 8.2.2 of the tender specifications)	<input type="checkbox"/>
Documentation demonstrating fulfilment of the selection criteria on technical and professional capacity (section 8.2.3 of the tender specifications)	<input type="checkbox"/>

<b>ENVELOPE No 2 – Technical offer</b>		
The technical offer addressing the elements described in sections 6 and 8, including Annex 6 to the Tender Specifications and providing all information requested under section 8.	<input type="checkbox"/>	
<b>ENVELOPE No 3 – Financial Offer</b>		
The financial offer drawn up in accordance with the requirements set in sections 6.13, and with the template in Annex 5.	<input type="checkbox"/>	
Tenders shall be drafted <b>in English</b> (supporting evidence does not need be translated)	<input type="checkbox"/>	
Submitted <b>in triplicate</b> :	One signed original	<input type="checkbox"/>
	Two copies	<input type="checkbox"/>
	No later than <b>03.12.2019</b> <sup>6</sup>	<input type="checkbox"/>

<sup>5</sup> Declarations on exclusion criteria and supporting documents on selection criteria must be supplied by each member of a consortium of firms submitting a joint tender.

<sup>6</sup> At 16:00 (CET) in case of hand delivery or 23:59 (CET) in case of delivery by post or express courier.

We are fully aware that, in the case of a consortium, the composition of the consortium may not be modified in the course of the tender procedure except with the prior written authorisation of the contracting authorities. We are also aware that the consortium members would have joint and several liability towards the contracting authorities concerning the participation in both the above tendering procedure and any contract awarded as a result of it<sup>7</sup>.

This tender is subject to acceptance within the validity period specified in point 7 of the letter of invitation to tender.

Signed on behalf of the tenderer

Name	
Date	
Signature	

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<sup>7</sup> Delete if not applicable

## Annex 2: Declaration on 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:  (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  (‘the person’)

### I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	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 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:  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;  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;  iii.decisions of the ECB, the EIB, the European Investment Fund or	<input type="checkbox"/>	<input type="checkbox"/>



international organisations; 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 v.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		
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**II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON**

**Not applicable to natural persons, Member States and local authorities**

(2)declares that 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 company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON**

(3) declares that 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:	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"/>

**IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE**

(4) declares that the above-mentioned person:	YES	NO
(h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

## V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This 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 illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

## VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning 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.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

## VII – SELECTION CRITERIA

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the	YES	NO	N/A
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tender specifications:			
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 8.2.1. of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 8.2.2. of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 8.2.3. of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is 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.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

***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.***

Full name

Date

Signature



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

<b>OFFICIAL NAME</b> ①			
<b>BUSINESS NAME</b> (if different)			
<b>ABBREVIATION</b>			
<b>LEGAL FORM</b>			
<b>ORGANISATION TYPE</b>	<b>FOR PROFIT</b>	<b>NGO</b> ②	<b>YES</b> <b>NO</b>
	<b>NON FOR PROFIT</b>		
<b>MAIN REGISTRATION NUMBER</b> ③			
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)			
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>		
	<b>COUNTRY</b>		
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>
<b>VAT NUMBER</b>			
<b>ADDRESS OF HEAD OFFICE</b>			
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>	
<b>COUNTRY</b>			<b>PHONE</b>
<b>E-MAIL</b>			

<b>DATE</b>
-------------

<b>STAMP</b>
--------------

<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>
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① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.



## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### **BANKING DETAILS** ①

ACCOUNT NAME ②

IBAN/ACCOUNT NUMBER ③

CURRENCY

BIC/SWIFT CODE

BRANCH CODE ④

BANK NAME

ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

### **ACCOUNT HOLDER'S DATA**

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



## Call for Tender ReSPA/EC/SER/006-19

### Annex 5. - Financial Offer

The Contractor shall establish a price for its services in the form of a transaction fee. The price fees charged by the tenderer for the services listed must be expressed as a fixed figure in Euro. The cost should be given to two decimal places i.e. €10.50.

A separate Annex for the financial offer is part of the tender dossier and tenderer is invited to propose several types of transaction fees as the following:

Item No.	Transaction type	Transaction fee – Unit price in Euro	Average price in Euro
1.	Issuing a flight ticket for maximum 2 segments in ReSPA Region		
2.	Issuing a flight ticket for maximum 4 segments in Europe		
3.	Issuing flight ticket for maximum 4 segments outside Europe		
4.	Changing a flight ticket for maximum 2 segments in ReSPA Region		
5.	Changing a flight ticket for maximum 4 segments in Europe		
6.	Changing a flight ticket for maximum 4 segments outside Europe		
7.	Canceling any flight ticket		
8.	Web check-in		
Item No.	Transaction type	Price in Euro	
9.	Arranging transportation with a car (up to 3 pax) from Danilovgrad to Podgorica Airport		

General comments on the financial offer:

- a) All prices must be quoted in Euro. If necessary, please use the conversion rates published in the Official Journal of the European Communities on the day when the invitation to this tender was issued. This information is available on the following website of the European Central Bank: <http://www.ecb.int/stats/eurofxref>.
- b) The assumptions stated below the table must be included on the tenderer's Financial
- c) An offer which must be undersigned for acceptance.
- d) The overall price of the contractor will contain the actual cost of the services and transaction fee, but not exceeding the ReSPA's budget lines ceilings.

Call for tenders – ReSPA/EC/SER/006-19

- e) Prices must be quoted free of all duties, taxes and other charges (including VAT) as the ReSPA is exempt from such charges.
- f) No further costs will be reimbursed by ReSPA.

Assumptions:

The financial offer includes all-inclusive costs and fees necessary for successful implementation of all of the activities and finalisation of high quality requested deliverables, related administrative tasks and costs, overheads (such as telecommunications & postage, IT, stationery, bank charges, taxes, social security etc.).

Quality Management tools to be presented.



## **Annex 6 Technical Offer**

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I, the undersigned, being the authorised signatory (including all consortium members, in case of a consortium) confirm that the present tender meets the following technical requirements stipulated in Technical Specification.

- a) The Tenderer shall enclose with the Technical Offer all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Technical Specification.
- b) The Technical Offer shall include as a minimum the following information and must be undersigned for acceptance:
  - i. A brief description of the Tenderer's company and the types of services that the company offers.
  - ii. A description of the methodology in providing travel services.
  - iii. A description of the team proposed by the tenderer to manage and oversee the tender, including the roles of the contact person and the quality manager, and any other persons who will ensure the provision of the highest possible quality of service for this tender. In addition to indicate the name and contact details of the person responsible for this contract tender.
- c) The Tenderer is also required to include an electronic copy of its 'Technical Offer'.





Call for tenders – ReSPA/EC/SER/006-19

The following aspects will be considered in the evaluation of the technical offers against the award criterion on quality of services and support:

No.	Qualitative Award Criteria		Max. Points
i.	<b>Infrastructure and internal organisation of the tenderer</b>	Team size and composition and balance of skill mix of the proposed team: profiles, team roles, and responsibilities of all team members, including resource back-up, flexible working hours.	<b>30</b>
ii.	<b>Conformance with services requested</b>	Compliance of the offered ordering process, Invoicing, and other requirements stipulated in the Tender Specifications Annex.	<b>50</b>
iii.	<b>Quality Management of services provided</b>	Simplicity and accuracy of the description in providing requested services and processes, related to providing reassurance for considering the economy and efficiency of proposed freight arrangements	<b>20</b>

**Minimum attainment per criterion**

Offers scoring less than 33 % for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

**Minimum attainment overall**

Offers scoring less than 75% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

Date:

Signature of authorised  
representative:

(Print name):

Position in company:

Representing (name of tenderer):

## ANNEX 7. DRAFT PURCHASE ORDER

<b>Date:</b>	
<b>Name of the selected agency:</b>	
<b>Number and name of ReSPA Activity:</b>	
<b>Event starts (date and time):</b>	
<b>Event ends (date and time):</b>	
<b>Arrival date:</b>	
<b>Departure date:</b>	
<b>OTHER REQUIREMENTS:</b>	Direct flights are preferred. Still flights with preferably 1 stops per route may be also considered. Economy class only. The selection of the offer will be based on the cheapest flights offered in line with the above requirements.

FLIGHT TICKETS				
COMMENTS	Belgrade - Podgorica - Belgrade		Participant	Flight ticket price
		1		€ -
		2		€ -
		3		€ -
COMMENTS	Skopje - Podgorica - Skopje		Participant	
		1		€ -
		2		€ -
		3		€ -
COMMENTS	Brussels - Podgorica - Brussels		Participant	
		1		€ -
		2		€ -
		3		€ -
<b>Subtotal</b>				<b>€ -</b>

LAND TRAVEL				
COMMENTS	TRANSFER DESTINATION	No	Name and surname	PRICE per car (up to 3 pax)
		1		€ -
		2		
		3		
COMMENTS	TRANSFER DESTINATION	No	Name and surname	PRICE per van (up to 6 pax)
		1		€ -
		2		
		3		
		4		
		5		
		6		
<b>Subtotal</b>				<b>€ -</b>

## ANNEX 7. DRAFT PURCHASE ORDER

Date:	_____
Name of the selected agency:	_____
Number and name of ReSPA Activity:	_____
Event starts (date and time):	_____
Event ends (date and time):	_____
Arrival date:	_____
Departure date:	_____
<b>OTHER REQUIREMENTS:</b>	<b>Direct flights are preferred. Still flights with preferably 1 stops per route may be also considered. Economy class only. The selection of the offer will be based on the cheapest flights offered in line with the above requirements.</b>

<b>Total amount approved under this Purchase Order</b>	<b>€</b>	<b>-</b>
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Po submitted by: \_\_\_\_\_ Po approved by: \_\_\_\_\_  
*Programme Assistant* *Programme Manager*



**ANNEX 8 to the tender specifications  
DRAFT FRAMEWORK SERVICE CONTRACT ReSPA/EC/SER/xxx**

The Regional School of Public Administration (hereinafter referred to as “the Contracting Authority”), represented for the purposes of signature of this framework contract by Ms Ratka Sekulovic, Director of ReSPA,

of the one part,

and

[Official name in full]

[Official legal form]

Statutory registration number: [Complete]

[Official address in full]

VAT registration number: [Complete]

hereinafter referred to as “the Contractor”, represented for the purposes of signature of this framework contract by [Complete name in full and function], on the other part,

**HAVE AGREED**

To the **Special Conditions** and the **General Conditions** below and the following annexes:

**Annex I** – Tender specifications ReSPA/EC/SER/006-19

**Annex II** – Contractor’s tender [REFERENCE and DATE]

**Annex III** – Model for order forms

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.

The terms set out in the General Conditions shall take precedence over those in the Annexes.

The terms set out in the Tender specifications (Annex I) shall take precedence over those in the order form (Annex III), the latter taking precedence over the Contractor’s tender (Annex II).

All documents issued by the Contractor (end-agreements, general terms and conditions, etc.) except its tender (Annex II) are held inapplicable, unless explicitly specified in the Special Conditions of this Contract. In all circumstances, in the event of contradiction between the provisions in this Contract and documents issued by the Contractor, this Contract shall prevail, regardless of any provision to the contrary in the Contractor's documents.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Contracting Authority, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

Furthermore, each provision in the Special Conditions and General Conditions is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder provisions of the Contract. This does not affect the legality, validity or enforceability of any other provisions of the Contract, which continue in full force and effect. The illegal, invalid, or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the parties under the illegal, invalid or unenforceable provision. The replacement of such provision must be made in accordance with Article II.19. The Contract must be interpreted as if it had contained the substitute provision as from its entry into force.

## **I – SPECIAL CONDITIONS ARTICLE**

### **I.1 – SUBJECT**

**I.1.1** The subject of the Contract is provision of land travel services for the Regional School of Public Administration (ReSPA) within its premises.

**I.1.2** Signature of the Contract imposes no obligation on the Contracting Authority to purchase. Only implementation of the Contract through order forms is binding on the Contracting Authority.

**I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and provide the services in accordance with all the terms and conditions of the Contract and the relevant order form.

**I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in the Tender Specifications (Annex I) to the Contracting Authority.

### **ARTICLE I.2 – ENTRY INTO FORCE AND DURATION**

**I.2.1** The Contract shall enter into force on the date on which it is signed by the Contracting Authority.

**I.2.2** Under no circumstances may implementation of the Contract commence before the date on which it enters into force. Similarly, provision of services may under no circumstances begin before the date on which the relevant order form enters into force.

**I.2.3** The Contract is concluded for an initial period of 24 (twenty-four) months with effect from the date on which it enters into force as specified in Article I.2.1.

**I.2.4** The parties must sign any order form before the Contract expires. The contract shall continue to apply to such order forms after its expiry. The services relating to such order forms must be performed no later than 6 (six) months after the expiry of the Contract.

### **ARTICLE I.3 – PRICES**

**I.3.1** The maximum budget available for the Contract is drawn up in accordance with stated activities/per participants' travel. However, this binds in no way the Contracting Authority to purchase for the maximum budget.

**I.3.2** The prices of the services shall be as listed in the Contractor's tender (Annex II).

**I.3.3** Prices shall be fixed and not subject to revision for the first year of performance of the Contract.

### **ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT**

**I.4.1** All services under this Contract will be the subject of a written order form. The order form will specify the terms of the performance including in particular the period for the provision of the services, the type of services and the amount.

**I.4.2** Within the invoicing period stipulated in the Annex 1 - Technical Specification, after the receipt of the purchase order and delivery of ordered services, the Contractor shall enclose the purchase order along with the invoice to the Contracting Authority.

**I.4.3** The period for the provision of the services shall start to run from the date on which the order form is signed by both contracting parties, unless indicated otherwise in the order form.

### **ARTICLE I.5 – INVOICING AND PAYMENT**

**I.5.1** Payments under the Contract shall be made only if the Contractor has fulfilled all its contractual and legal obligations by the date on which the invoice is correctly submitted.

**I.5.2** No later than 15 (fifteen) calendar days after the end of a month in which the requested services have been provided, the Contractor shall submit to the Contracting Authority, an invoice for the preceding month indicating the reference number of the Contract and of the order form to which it refers, accompanied by the relevant supporting documents relating to the services carried out.

**I.5.2** Payments shall be made within 30 (thirty) calendar days from the date of receipt and approval of the relevant invoice and supporting documents.

## **ARTICLE I.6 – BANK ACCOUNT**

Payments shall be made to the Contractor's bank account denominated in euro, identified as follows:

Bank name: [complete]  
Branch address: [complete]  
Account holder: [complete]  
IBAN code: [complete]  
BIC/Swift Code: [complete]

## **ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS**

**I.7.1** Any communication relating to the Contract or its implementation shall be made in writing, in paper or electronic format in the language of the Contract and shall bear the Contract and relevant order form references.

**I.7.2** Electronic communication must be confirmed by paper communication when requested by either party.

**I.7.3** Any communication is deemed to have been made when the receiving party receives it, unless this Contract refers to the date when the communication was sent. Electronic communication is deemed to have been received by the receiving party on the date of dispatch of that communication, provided that it is sent to the e-mail address indicated in Article I.7.4 below. The sending party must be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it must take every effort to ensure that the other party actually receives the communication by electronic or normal mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline. Ordinary mail shall be deemed to have been received by the Contracting Authority on the date on which it is registered by the department responsible indicated in Article I.7.4. Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the communication was delivered to the specified recipient.

**I.7.4** Communications shall be sent to the following addresses:

For the Contracting Authority:

Regional School of Public Administration  
Att.: Mr Vlatko Naumovski, Operations and Finance Manager – Coordinator  
Branelovica, 81410 Danilovgrad, Montenegro  
Tel.: +382 67 179 330  
E-mail: v.naumovski@respaweb.eu

For the Contractor:

[Complete Contractor's name in full]  
Att.: [Title] [Name in full] [Complete address in full]  
Tel.: [Complete]  
E-mail: [Complete]

By derogation from this Article, different contact details for the Contracting Authority or the Contractor may be provided in order forms.

**I.7.5** During the performance of the Contract and at the request of the Contracting Authority, the use of electronic means to exchange ordering and invoicing documents may become mandatory.

## **ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

### **I.8.1**

Option 1.

- a) Given the status of ReSPA as an international organisation, the Party specifically agrees that the rights and obligations shall be governed exclusively by the terms and conditions of the present Contract.
- b) Any dispute arising out of the interpretation or implementation of this Contract, which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between the parties or, failing such agreement on the choice of the arbitrator within three months of the request for arbitration, to an arbitrator (ReSPA Appeal Board) appointed by the ReSPA Governing Board at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The arbitration shall be conducted in English and shall take place in Danilovgrad, Montenegro.

## **GENERAL CONDITIONS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

**II.1.1** The Contractor shall provide services of high quality standards, in accordance with the state of the art in the industry and the provisions of this Contract, in particular in the tender specifications (Annex I) and the terms of its tenders (Annex II).

**II.1.2** The Contractor must comply with the minimum requirements provided for in the tender specifications (Annex I). This includes compliance with applicable obligations under environmental, social and labour law established by national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/14/EU<sup>1</sup>.

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<sup>1</sup> OJ EU L 94/65 of 28.3.2014.



**II.1.3** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or license required for the performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

**II.1.4** Without prejudice to Article II.3 any reference made to the Contractor's personnel in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

**II.1.5** The Contractor shall neither represent the Contracting Authority nor behave in any way that would give such an impression.

**II.1.6** The Contractor is responsible for the personnel who carry out the services and exercises its authority over its personnel without any interference by the Contracting Authority. The Contractor must inform its personnel that their participation in providing the services does not result in any employment or contractual relationship with the Contracting Authority.

**II.1.7** The Contractor must ensure that the personnel performing the Contract and any future replacement personnel possess the professional qualifications and experience required to provide the services, as the case may be on the basis of the selection criteria set out in the tender specifications (Annex I).

**II.1.8** At the Contracting Authority's reasoned request, the Contractor shall replace any member of personnel who (i) does not have the expertise required to provide the services or (ii) has caused disruption at the premises of the Contracting Authority. The Contractor bears the cost of replacing its personnel and is responsible for any delay in providing the services resulting from the replacement of personnel.

**II.1.9** Should any unforeseen event, action or omission directly or indirectly hamper provision of the services, either partially or totally, the Contractor shall immediately and on its own initiative record it and report it to the Contracting Authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the Contract.

**II.1.10** Should the Contractor fail to perform its obligations under the Contract, the Contracting Authority may – without prejudice to its right to terminate the Contract or an order form – reduce or recover payments in proportion to the scale of the failure. In addition, the Contracting Authority may impose penalties or liquidated damages provided for in Article II.13.

**II.1.11** The Contractor is responsible for liabilities; taxes, insurances and medical coverage for its employees, in accordance with all local laws and traditions. In additions all licenses, rules, regulations and registrations required by the local government are to be adhered to.

## **ARTICLE II.2 – LIABILITY**

**II.2.1** The Contracting Authority shall not be liable for any damage or loss caused or sustained by the Contractor, including any damage or loss caused by the Contractor to third parties, during or

as a consequence of performance of the Contract, except in the event of wilful misconduct or gross negligence on the part of the Contracting Authority.

**II.2.2** The Contractor shall be liable for any loss or damage caused to or sustained by the Contracting Authority during or as a consequence of performance of the Contract, including in the event of subcontracting, but only up to 3 (three) times the total amount of the relevant order form. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or by its personnel or subcontractors, the Contractor shall remain liable without any limitation as to the amount of the damage or loss.

**II.2.3** In the event of any action brought by a third party against the Contracting Authority in connection with performance of the Contract, including any action for alleged breach of intellectual property rights, the Contractor shall assist the Contracting Authority in the legal proceedings, including by intervening in support of the Contracting Authority upon request. Expenditure incurred by the Contractor to this end may be borne by the Contracting Authority. If the Contracting Authority's liability towards the third party is established and that such liability is caused by the Contractor during or as a consequence of the performance of the Contract, the provisions of Article II.2.2 shall apply.

**II.2.4** The Contractor shall take out insurance against risks and damages relating to performance of the Contract if required by the relevant applicable legislation. The Contractor shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance certificates shall be sent to the Contracting Authority should it so request.

**II.2.5** Neither party shall be liable to the other party for loss or use of any results, loss for any indirect or consequential loss of damage, howsoever arising, which may be suffered by the other party in connection with the performance of the contract.

### **ARTICLE II.3 – CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTEREST**

**II.3.1** The Contractor shall take all necessary measures to prevent any situation of conflict of interest or professional conflicting interest. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Professional conflicting interest is a situation in which the Contractor's previous or on-going professional activities affect its capacity to perform the Contract or an order form to an appropriate quality standard.

**II.3.2** Any situation that could constitute a conflict of interest or professional conflicting interest during performance of the Contract must be notified to the Contracting Authority in writing without delay. In the event of such situation, the Contractor shall immediately take all necessary actions to resolve it. The Contracting Authority reserves the right to verify that such actions are appropriate and to require the Contractor to take further actions, if necessary, within a time limit which it shall set. The Contracting Authority also reserves the right not to award an order form to the contractor

**II.3.3** The Contractor shall ensure that its personnel, board and directors are not placed in a situation which could give rise to conflicts of interest. Without prejudice to Article II.1, the Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation. The Contractor shall pass on all the relevant obligations in writing to its personnel, board and directors as well as to third parties involved in the performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Contracting Authority should it so request.

**II.3.4** The Contractor shall abstain from any contact likely to compromise its independence.

**II.3.5** The Contractor declares: (i) that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract, and (ii) that he 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 performance of the Contract.

## **ARTICLE II.4 – CONFIDENTIALITY**

**II.4.1** The Contracting Authority and the Contractor must treat with confidentiality any information or documents, in any format, disclosed in writing or orally, relating to the performance of the Contract and identified in writing as confidential.

**II.4.2** Each party must:

- (a) not use confidential information or documents for any purpose other than to perform its obligations under the Contract or an order form without the prior written agreement of the other party;
- (b) ensure the protection of such confidential information or documents with the same level of protection as its own confidential information or documents and in any case with due diligence;
- (c) not disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other party.

**II.4.3** The confidentiality obligations set out in this article are binding on the Contracting Authority and the Contractor during the performance of the Contract and for as long as the information or documents remain confidential unless:

- (a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
- (b) the confidential information or documents become public through other means than a breach of the confidentiality obligation;
- (c) the applicable law requires the disclosure of the confidential information or documents.

II.4.4 The Contractor must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the Contract a commitment that they will comply with this article. At the request of the Contracting Authority, the Contractor must provide a document providing evidence of this commitment.

## **II.5 – PROCESSING OF PERSONAL DATA**

**II.5.1** Any personal data included in the Contract or related to its performance shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data<sup>2</sup>. Such data shall be processed within the Contracting Authority by the entity acting as data controller solely for the purposes of the performance, management and monitoring of the Contract without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Union law.

**II.5.2** The Contractor shall have the right of access to its personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of its personal data, he shall address them to the entity acting as data controller within the Contracting Authority.

**II.5.3** Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the entity acting as data controller within the Contracting Authority, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

**II.5.4** The data shall be confidential within the meaning of Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The Contractor must grant personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the Contract.

**II.5.5** The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:

- (a) prevent any unauthorised person from having access to computer systems processing personal data, and especially: (i) unauthorised reading, copying, alteration or removal of storage media; (ii) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data; (iii) unauthorised use of data processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;

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<sup>2</sup> OJEU L 8/1 of 12.1.2001

- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Contracting Authority;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design its organisational structure in such a way that it meets data protection requirements.

## **II.6 – USE, DISTRIBUTION AND PUBLICATION OF INFORMATION ABOUT THE CONTRACT**

**II.6.1** The Contractor shall authorise the Contracting Authority to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article II.5 shall apply.

**II.6.2** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Contracting Authority. It shall state that the opinions expressed are those of the Contractor only and do not represent the Contracting Authority's official position.

**II.6.3** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Contracting Authority has specifically given prior written authorisation to the contrary.

## **II.7 – OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

**II.7.1.** Any database rights, copyright, trademarks, trade names, domain names, designs or patents (whether registered or unregistered or capable of registration) including but not limited to, all other intellectual or industrial property rights such as know-how, trade secrets and goodwill (together, the "Intellectual Property Rights"), created by the Contractor, specifically for the Contracting Authority, or arising out of the performance of this Contract, shall be owned solely by the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation. Any intermediary sub-result, raw data, intermediary analysis made available by the Contractor cannot be used by the Contracting Authority without the written consent of the Contractor, unless the Contract or Specific Contract explicitly provides for it to be treated as a self-contained result.

**II.7.2.** Where Intellectual Property Rights existed prior to the Contract being entered into and are utilised in the Goods or the provision of the Services in an incidental way, and which are necessary for the ongoing benefit of those Goods and Services, the Contractor shall, or shall procure that any third party owner of said Intellectual Property Rights shall, grant to the Contracting Authority

a perpetual, royalty free licence (which may be sub-licensed by the Contracting Authority) to use such pre-existing Intellectual Property Rights.

**II.7.3.** The Contractor shall execute any documents and do all things necessary to vest the Intellectual Property Rights, referred to in Article II.7.1 above, in the ownership of the Contracting Authority with full title guarantee and free from all third party rights as may be requested by the Contracting Authority from time to time and hereby assigns to the Contracting Authority, by way of present amendment of future rights, all such Intellectual Property Rights that may come into existence in the future.

**II.7.4.** The Contractor represents and warrants that the Intellectual Property Rights arising, or utilised, in accordance with Articles II.7.1-2 are or shall be original and will not infringe any Intellectual Property Rights owned by any third party (including, but without limitation to, all moral rights).

**II.7.5.** The Contractor shall indemnify and hold the Contracting Authority harmless from all claims and liabilities, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, suffered, incurred, or agreed to be paid by the Contracting Authority as a result of or in connection with any alleged or actual infringement, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of Goods or the Services or either party's performance of this Article II.7.

**II.7.6.** When the Contractor retains pre-existing rights on parts of the intended outcome of the performance of the Contract which is delivered and finally accepted by the Contracting Authority ("the result"), reference shall be inserted to that effect when the result is used as set out in Article II.7.1 with the following disclaimer: © - year – ReSPA. All rights reserved. Certain parts are licensed under conditions to ReSPA.

## **II.8 – FORCE MAJEURE**

**II.8.1** Force majeure shall mean any unforeseen and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

**II.8.2** Without prejudice to the provisions of Article II.1.9, if either contracting party is faced with force majeure, it shall notify the other party without delay in writing stating the nature of the circumstances, their likely duration and foreseen effects.

**II.8.3** Neither contracting party shall be held liable for any delay or failure to perform its obligations under the Contract if that delay or failure is a result of force majeure. Where the Contractor is unable to perform its contractual obligations owing to force majeure, it shall have the right to remuneration only for tasks actually executed or services actually provided.

**II.8.4** The contracting parties shall take all necessary measures to reduce any damage due to force majeure to a minimum.

## **II.9 – SUBCONTRACTING**

**II.9.1** Subcontract is not foreseen and the Contractor shall not subcontract and have the Contract implemented by third parties.

## **II.10 – ASSIGNMENT**

**II.10.1** The Contractor shall not assign in whole or in part any of the rights and obligations arising from the Contract, including claims for payments or factoring, without prior written authorisation from the Contracting Authority. In such cases, the Contractor must provide the Contracting Authority with the identity of the intended assignee.

**II.10.2** In the absence of the authorisation referred to in Article II.10.1, or in the event of failure to observe the terms thereof, any right or obligation assigned by the Contractor shall not be enforceable against and shall have no effect on the Contracting Authority.

## **II.11 – SUSPENSION OF THE IMPLEMENTATION OF THE CONTRACT**

### **II.11.1** Suspension by the Contractor

If the Contractor is affected by force majeure, it may suspend the provision of the services under an order form. The Contractor shall immediately notify the Contracting Authority in writing of the suspension, stating the nature of the circumstances of force majeure and when the Contractor expects to resume provision of the services. The Contractor shall notify in writing the Contracting Authority as soon as it is able to resume performance of an order form, unless the Contracting Authority has already terminated the Contract or the order form.

### **II.11.2** Suspension by the Contracting Authority

Without prejudice to the Contracting Authority's right to terminate the Contract, the Contracting Authority may suspend implementation of the Contract or performance of an order form or any part thereof, if the procedure for awarding the Contract or an order form, or the implementation of the Contract proves to have been subject to substantial errors, irregularities or fraud; or in order to verify whether the presumed substantial errors, irregularities or fraud actually occurred. The Contracting Authority shall notify the Contractor in writing of the suspension. Suspension shall take effect on the day the Contractor receives the notification or at a later date where the notification so provides. The Contracting Authority shall as soon as possible give written notice to the Contractor whether the suspension is lifted and provision of the services shall resume or inform that it intends to terminate the Contract or an order form pursuant to the provisions in Article II.12.1 point (f) or (j). The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of an order form or of part thereof.

## **II.12 – TERMINATION OF THE CONTRACT**

### **II.12.1** Grounds for termination by the Contracting Authority

The Contracting Authority may terminate the Contract or an order form in the following circumstances:

- (a) if provision of the services under a pending order form has not actually started within 15 (fifteen) calendar days of the scheduled date and the Contracting Authority considers the new date proposed, if any, unacceptable, taking into account the provisions in Article II.19.2;
- (b) if the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (c) if the Contractor does not implement the Contract or perform the order form in accordance with the tender specifications (Annex I) or is in breach of another substantial contractual obligation or repeatedly refuses to sign order forms; termination of 3 (three) or more order forms in these circumstances also constitutes grounds for termination of the Contract;
- (d) if the Contractor or any person that assumes unlimited liability for the debts of the Contractor is in one of the situations provided for in points (a) and (b) of Article 106(1) of the financial rules applicable to the general budget of the European Union;
- (e) if the Contractor or any related person is subject to any of the situations provided for in points (c) to (f) of Article 106(1) or to Article 106(2) of the financial rules applicable to the general budget of the European Union;
- (f) if the procedure for awarding the Contract or the implementation of the Contract prove to have been subject of substantial errors, irregularities or fraud;
- (g) if the Contractor does not comply with applicable obligations under environmental, social and labour law established by national law, collective agreements or by the international environmental, social and labour law provisions;
- (h) if the Contractor is in a situation that could constitute a conflict of interest or a professional conflicting interest as referred to in Article II.3;
- (i) if a change to the Contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the implementation of the Contract or substantially modify the conditions under which the Contract was initially awarded;
- (j) in the event of force majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the Contract or an order form would mean that the tender specifications (Annex I) are no longer fulfilled or result in unequal treatment of tenderers or contractors;



- (k) if the needs of the Contracting Authority change and it no longer requires new services under the Contract; in such cases, on-going order forms remain unaffected;

### **II.12.2** Grounds for termination by the Contractor

The contractor may terminate the Contract or an order form in the following circumstances:

- (a) if it has evidence that the Contracting Authority has committed substantial errors, irregularities or fraud in the procedure for awarding the Contract or the implementation of the Contract;
- (b) if the Contracting Authority fails to comply with its obligations, in particular the obligation to provide information needed for the Contractor to implement the Contract or to perform an order form as provided in the tender specifications (Annex I);
- (c) in case of force majeure, notified in accordance with Article II.8, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period laid down in Article I.2.3.

### **II.12.3** Procedure for termination

A party shall formally notify the other party in writing of its intention to terminate the Contract or an order form stating the grounds for termination.

The other party shall have 30 (thirty) calendar days following the date of receipt of the notification to submit observations, including the measures it has taken to continue fulfilling its contractual obligations. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed.

Within 15 (fifteen) calendar days of receipt of the observations, the party intending to terminate the Contract or an order form shall formally notify the other party either of the withdrawal of its intention to terminate or of its final decision to terminate.

In the cases referred to in points (a) to (d), (g) to (i), (k) and (l) of Article II.12.1 and in Article II.12.2, the date on which the termination takes effect must be specified in the formal notification.

In the cases referred to in points (e), (f) and (j) of Article II.12.1, the termination takes effect on the day following the date on which the contractor receives notification of the termination.

In addition, at the request of the Contracting Authority and regardless of the grounds for termination, the Contractor shall provide all necessary assistance, including information, documents and files, to allow the Contracting Authority to complete, continue or transfer the services to a new contractor or internally, without interruption or adverse effect on the quality or continuity of the services. The parties may agree to draw up a transition plan detailing the Contractor's assistance unless such a plan is already detailed in other contractual documents or in the tender specifications (Annex I). The Contractor shall provide such assistance at no additional cost, except if it can demonstrate that it requires substantial additional resources or

means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.

#### **II.12.4 Effects of termination**

In the event of the Contracting Authority terminating the Contract or an order form in accordance with the provisions in Article II.12.1, and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted services, unless the loss was caused by one of the situations specified in Article II.12.2.

On receipt of the letter terminating the Contract or a pending order form, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments. It shall draw up the documents required by the Special Conditions or the order form for the tasks already executed or the services already provided up to the date on which termination takes effect, and produce an invoice if necessary, within a period not exceeding 60 (sixty) calendar days from that date.

The Contractor is liable for any damage incurred by the Contracting Authority as a result of termination of the Contract or an order form in the cases referred to under points (a) to (i) of Article II.12.1, including the cost of appointing another contractor to provide or complete the services. The Contracting Authority may claim compensation for any such damage and recover any sums paid to the Contractor under the Contract.

### **II.13 – LIQUIDATED DAMAGES**

#### **II.13.1 Delay in delivery**

If the Contractor fails to perform its contractual obligations within the applicable time limits set out in the Contract, including the tender specifications (Annex I), the Contracting Authority may claim liquidated damages for each and every calendar day of delay according to the formula  $0.3 \times (V/d)$ , where V is the price of the relevant purchase or deliverable or result, and d is the duration specified in the relevant order form for delivery of the relevant purchase or deliverable or result, or failing that, the period between the date specified in Article I.4.2 and the date of delivery or performance specified in the relevant order form, expressed in calendar days.

Liquidated damages may be imposed together with a reduction in price under the conditions laid down in Article II.14.

#### **II.13.2 Procedure**

The Contracting Authority shall formally notify the Contractor of its intention to apply liquidated damages and the corresponding calculated amount.

The Contractor may submit observations against this decision within 30 (thirty) calendar days of receipt of the formal notification. In the absence of reaction on the part of the Contractor, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the Contractor submits observations, the Contracting Authority shall notify the contractor in writing within 15 (fifteen) calendar days of receipt of the observations of the withdrawal of its intention to apply liquidated damages, or of its final decision to apply liquidated damages and the corresponding amount.

### **II.13.3 Nature of the liquidated damages**

The parties expressly acknowledge and agree that any amount payable under this Article is not a penalty and represents a reasonable estimate of fair compensation for the damage incurred due to failure to provide the services within the applicable time limits set out in the Contract, including the tender specifications (Annex I).

### **II.13.4 Claims and liability**

Any claim for liquidated damages does not affect the Contractor's actual or potential liability or the Contracting Authority's rights under Article II.12.

## **II.14 – REDUCTION IN PRICE**

### **II.14.1 Quality standards**

If the Contractor fails to provide the service in accordance with the Contract or an order form ("unperformed obligations") or if it fails to provide the services in accordance with the expected quality levels specified in the tender specifications (Annex I) ("low quality delivery"), the Contracting Authority may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low quality delivery. This includes in particular cases where the Contracting Authority cannot approve a result, report or deliverable as specified in Article II.15.5 after the Contractor has submitted the required additional information, correction or new version.

A reduction in price may be imposed together with liquidated damages under the conditions set in Article II.13.

### **II.14.2 Procedure**

The Contracting Authority shall formally notify the Contractor in writing of its intention to reduce payment and the corresponding calculated amount.

The Contractor may submit observations against this decision within 30 (thirty) calendar days from receipt of the formal notification. In the absence of reaction on the part of the Contractor, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the Contractor submits observations, the Contracting Authority shall notify the contractor in writing within 15 (fifteen) calendar days of receipt of the observations of the withdrawal of its

intention to reduce payment, or of its final decision to reduce payment and the corresponding amount.

### **II.14.3 Claims and liability**

Any reduction of price does not affect the Contractor's actual or potential liability or the Contracting Authority's rights under Article II.12.

## **II.15 – PAYMENT ARRANGEMENTS**

**II.15.1** Payments shall be deemed to have been made on the date when the Contracting Authority's account is debited.

**II.15.2** Payments shall be made in EUR.

**II.15.3** The Contracting Authority makes any conversion between the euro and another currency at the daily euro exchange rate published in the Official Journal of the European Union, or failing that, at the monthly accounting exchange rate, as established by the European Commission and published on its website, applicable on the day when it issues the payment order.

The Contractor makes any conversion between the euro and another currency at the monthly accounting exchange rate, established by the European Commission and published on its website, applicable on the date of the invoice.

**II.15.4** The costs of transfer are borne as follows:

- The Contracting Authority bears the costs of dispatched charged by its bank;
- The Contractor bears the costs of receipt charged by its bank;
- The party causing repetition of transfer bears the costs for repeated transfer.

**II.15.5** The Contracting Authority may suspend the payment period referred to in Article I.5 at any time by notifying the Contractor that its invoice cannot be processed either because it does not comply with the Contract, or because the contractor has not produced the appropriate documents or deliverables, or because the Contracting Authority has observations on the documents or deliverables submitted with the invoice.

The Contracting Authority shall notify the Contractor accordingly as soon as possible, stating the reason for suspension of the payment. Suspension shall take effect from the date of dispatch of the notification. The remaining payment period shall resume from the date on which the requested information or revised documents are received or the necessary further verifications, including on-the-spot checks, are carried out. Where the suspension period exceeds 2 (two) months, the Contractor may request the Contracting Authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph of this article and the new document produced is also rejected, the Contracting Authority reserves the right to terminate the order form in accordance with Article II.12.1 (c).

**II.15.6** On expiry of the payment period specified in Article I.5, and without prejudice to the provisions in Article II.15.5, the Contractor is entitled to claim interest on late payment at the rate applied by the European Central Bank for its refinancing operations in euros (“the reference rate”) plus 8 (eight) points (“the margin”). The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the Official Journal of the European Union.

The suspension of the payment period in accordance with Article II.15.5 may not be considered as giving rise to late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of the actual payment as defined in Article II.15.1. However, when the calculated interest is EUR 200 or less, it shall be paid to the Contractor only upon request within 2 (two) months of receiving late payment.

## **II.16 – RECOVERY**

**II.16.1** If an amount is to be recovered under the terms of the Contract, the Contractor shall repay the Contracting Authority the amount in question.

**II.16.2** Before recovery, the Contracting Authority shall formally notify the Contractor of its intention to recover the amount it claims, specifying the amount due and the reasons for recovery and inviting the Contractor to make any observations within 30 (thirty) calendar days of receipt.

In the absence of reaction from the part of the Contractor or if, despite the observations submitted, the Contracting Authority decides to pursue the recovery procedure, it must confirm recovery by formally notifying a debit note to the Contractor, specifying the date of payment. The Contractor shall pay in accordance with the provisions specified in the debit note.

In the event of failure to pay by the due date specified in the debit note, the Contracting Authority may, after informing the Contractor in writing, recover the amounts due either by offsetting them against any amounts owed to the Contractor by the Contracting Authority, or by calling in a financial guarantee if the Contractor has provided one to the Contracting Authority, or by taking legal action.

**II.16.3** If the Contractor does not honour the obligation to pay the amounts due by the date set by the Contracting Authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.6. Interest shall be payable from the calendar day following the due date for payment up to the date when the Contracting Authority receives the full amount owed. Any partial payment is first entered against charges and interest on late payment and then against the principal amount.

## **II.17 – TAXATION**

**II.17.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall make the relevant invoices invalid.

**II.17.2** The Contractor acknowledges that the Contracting Authority is, as a rule, exempt from all taxes and dues, including value added tax (VAT), pursuant to the provisions of the International Agreement on Establishment of the Regional School of Public Administration (ReSPA) and the Host Country Agreement between ReSPA and the Government of Montenegro. Therefore, ReSPA is not subject to any VAT in Montenegro.

The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for the performance of the Contract are exempt from taxes and duties, including VAT.

**II.17.3** Invoices presented by the Contractor shall contain the Contractor's identification data, the amount, the currency and the date, as well as the reference to the Contract and the order form. In addition, invoices presented by the Contractor shall indicate its place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

## **II.18 – CHECKS AND AUDITS**

**II.18.1** The Contracting Authority may check or require an audit on the performance of the Contract. This may be carried out by the Contracting Authority's staff or by any other outside body authorised to do so on their behalf. Such checks and audit may be initiated at any time during the performance of the Contract.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the Contracting Authority. Audits shall be carried out on a confidential basis.

**II.18.2** The Contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by the national law and under the conditions laid down therein, for a period of 5 (five) years starting from the date of payment of the balance of the last order form issued under this Contract.

**II.18.3** The Contractor shall allow the Contracting Authority's staff and outside personnel authorised by the Contracting Authority the appropriate right of access to sites and premises where the Contract is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The Contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate format.

**II.18.4** On the basis of the findings made during the audit, a provisional report shall be drawn up and communicated to the Contractor who shall have 30 (thirty) calendar days following the date of receipt to submit observations. The final report shall be sent to the Contractor within 60 (sixty) calendar days following expiry of that deadline. On the basis of the final audit findings, the Contracting Authority may recover all or part of the payments made in accordance with Article II.16 and may take any other measures which it considers necessary.

## II.19 – AMENDMENTS

**II.19.1** Any amendment to the Contract or an order form shall be the subject of a written agreement concluded between the contracting parties before fulfilment of all their contractual obligations. An oral amendment shall not be binding on the contracting parties. An order form may not be deemed to constitute an amendment to the Contract.

**II.19.2** Any amendment may not have the purpose or the effect of making changes to the Contract or to order forms which might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers or contractors.

### SIGNATURES

For [insert Contractor's official name],  
[Name of the legal representative]  
[Function]

Signature: \_\_\_\_\_

Done at [complete], on [date]

For the Regional School of Public  
Administration,  
Ms Ratka Sekulovic  
Director

Signature: \_\_\_\_\_

Done at Danilovgrad, on [date]

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## LIST OF ENTITIES INVITED TO SUBMIT A TENDER

Note: Tender dossier is available on the ReSPA web site (<http://www.respaweb.eu/0/procurement>) and all interested parties who fulfill the requirements are invited to apply.

### INVITATION TO TENDER FOR THE PROVISION OF AIR TRAVEL SERVICES COMPANY NAME and E-MAIL CONTACT:

1. Miross travel agency  
Marka Miljanova 1/1  
81 000 Podgorica  
tel. ++382 20 231 383  
e-mail: [office@miross.me](mailto:office@miross.me)

2. Congress Travel  
Dzordza Vašingtona 45  
81000 Podgorica  
tel. ++ 382 20 229-550  
e-mail: [office@congresstravel.me](mailto:office@congresstravel.me)

3. Grand travel agency  
19 Decembar 5  
81000 Podgorica  
tel. ++382 20 664-666  
e-mail: [grand@grand.me](mailto:grand@grand.me)

4. Guliver travel  
Hercegovačka 10, Poslovni centar RM  
81 000 Podgorica Crna Gora  
Tel 020 220440; Mob 068 220 440  
Skype: guliver\_travel  
Email: [info@guliver.me](mailto:info@guliver.me)  
[guliver\\_travel@t-com.me](mailto:guliver_travel@t-com.me)

5. IN Travel  
Ul. Karadjordjeva 2  
81 000 Podgorica  
Tel/fax: 020/664-990; Mob: 00382 67 12 51 58  
E-mail: [jelena@intravel.me](mailto:jelena@intravel.me)

6. Marco Polo Travel Agency  
City kvart, Podgorica, Montenegro  
+382 20 220 700  
[office@marcopolotravel.me](mailto:office@marcopolotravel.me)

7. Demetra Tours  
+382 (0)20 634 535; +382 (0)67 618 021  
[demetratours@t-com.me](mailto:demetratours@t-com.me)  
<http://demetratours.me>

8. Marla Travel  
Radoja Dakica, Lamela 5-4, Podgorica  
Telefon: +382 20 667 700; Mob: +382 69 966 669  
E-mail: [marlatravel@t-com.me](mailto:marlatravel@t-com.me)  
Website: [www.marlatravel.me](http://www.marlatravel.me)



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### 9. BTA Lufthansa City Center

Contact

+382 (33) 403 393; +382 (33) 452 477

[bta@t-com.me](mailto:bta@t-com.me)

### 10. BTA travel agency

Takovska 6,

11000 Belgrade, Serbia

tel: +381113239418,

e-mail: [office@bta.co.rs](mailto:office@bta.co.rs)

### 11. AIR corridor

Adresa: Bulevar Mihaila Pupina 10ž VP lokal 7

Kontakt osoba: Milan Jovanović

Tel: +381 11 / 21 30 330; 21 30 536,

E-mail: [avio.karte.aircorridor@gmail.com](mailto:avio.karte.aircorridor@gmail.com)

### 12. Bravo Travel

Dobračina 9, Beograd, Srbija

tel:+381 11 328 444 3; tel:+381 63 387 531

[office@bravo.co.rs](mailto:office@bravo.co.rs)

### 13. ArgusTours

Balkanska 51

11000 Beograd, Srbija

Tel: +381 11 76 17 660

Email: [info@argus.rs](mailto:info@argus.rs)

### 14. JUMBO TRAVEL d.o.o.

Beogradska 33

+381 11 303 88 77

[avio-karte@jumbo.rs](mailto:avio-karte@jumbo.rs)

### 15. Centrotours Eurolines d.d.

Kurta Schorka 14, Sarajevo 71 000

E-mail: [m.lutvic@centrotrans.com](mailto:m.lutvic@centrotrans.com)

Web: [www.centrotours.com](http://www.centrotours.com)

### 16. VIP Travels

Zelenih Beretki bb (Gazi Husrev-begov bezistan)

71000 Sarajevo, BiH

Tel: +387 (0)33 44 39 00; Tel: +387 (0)33 27 18 00

E-mail: [vip\\_t@bih.net.ba](mailto:vip_t@bih.net.ba)

### 17. Travel plan

Kralja Petra I Karađorđevića 109

BiH - 78 000 Banja Luka

+387 51 492 493; +387 66 333 301

[office@travelplan.ba](mailto:office@travelplan.ba)

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### 18. Globtour Event

Džemala Bijedića 185/10 - Avaz Business Center  
71000 Sarajevo, BiH  
+387 33 466 368, 289 460  
[info@globtour.ba](mailto:info@globtour.ba)

### 19. Unis//Tours

Kralja Alfonsa XIII br. 7  
78000 Banja Luka  
Republika Srpska - BiH  
Tel: +387 (0) 51 340 960  
Email: [info@unistours.com](mailto:info@unistours.com)

### 20. Euroline travel

Kralja Petra I Karađorđevića 97  
78000 Banja Luka  
+387 51 225 220; +387 51 225 221  
[info@euroline-travel.com](mailto:info@euroline-travel.com); [sanja@euroline-travel.com](mailto:sanja@euroline-travel.com)

### 21. Kompas - Sarajevo d.o.o

Titova br.8, 71 000 Sarajevo, BiH  
+387 33 565 600  
[info@kompas.ba](mailto:info@kompas.ba)

### 22. Relax Tours

Zelenih Beretki 22  
71000 Sarajevo, BiH  
Tel: +387 33 263 330  
[relaxtours@relaxtours.com](mailto:relaxtours@relaxtours.com)

### 23. Iguana Travel

8 Ударна Бригада бр. 39  
Skopje, Macedonia  
+389 2 3232130  
[contact@iguana.com.mk](mailto:contact@iguana.com.mk)

### 24. ETC Travel

St. Vasil Glavinov no. 3 1000 Skopje  
00389 (0)2 3 216 100 ; 00389 (0)70 390 350  
[info@etc.mk](mailto:info@etc.mk)

### 25. Royal Star Travel

Св.Кирил и Методиј бр.42/1-1  
Skopje, Macedonia  
[travel@rst.mk](mailto:travel@rst.mk)  
+389 2 32 39 132; +389 71 24 82 52; +389 71 24 82 42

### 26. Pilot Travel

Ул.Мито Хаџивасилев Јасмин бб  
+389 (2) 32 31 446  
+389 75 33 07 99  
[info@pilottravel.com.mk](mailto:info@pilottravel.com.mk)

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### LIST OF ENTITIES INVITED TO SUBMIT A TENDER

Note: Tender dossier is available on the ReSPA web site (<http://www.respaweb.eu/0/procurement>) and all interested parties who fulfill the requirements are invited to apply.

**27. ELITE TRAVEL**  
**+355 54 244094**  
[experiences@etg.al](mailto:experiences@etg.al)

**28. Kalemi Travel and Tours**  
[turizem@kalemitravel.com](mailto:turizem@kalemitravel.com)  
**+38544319999**