

INVITATION TO TENDER No RP/1187/2017/AH

Maritime Analysis Tools

IMPORTANT: TENDERERS MUST FILL IN ALL SECTIONS OF THIS FORM

ANNEX II - STANDARD REPLY FORM

Candidate:	Name of the candidate: Person responsible for the candidature: Address: Telephone: Mail:
Date of candidature:	
Validity of candidature:	
Signature and stamp of the candidate:	

PREAMBLE

This standard reply form is intended to enable candidates to check whether they meet the exclusion and selection criteria, to provide a candidature which is structured in accordance with Frontex requirements, and to supply the minimum administrative information required.

Candidates must complete all sections of the form.

This form may not be altered and the order of the requested attachments must be respected.

The submission of a candidature implies that the candidate is acquainted with and accepts the terms and conditions laid down in the procurement documents.

Presentation of the candidature:

The documents or information requested hereafter must be clearly marked with the Annex reference as indicated and presented in the established order.

The candidate should provide any additional information concerning the candidature as an annex of the Covering letter (Annex A).

TABLE OF CONTENTS OF THE STANDARD REPLY FORM

Document	Document to be produced by you	Frontex form to be used	Insert page number
A. Covering letter	Yes	-	
B. Third parties' file form and administrative details	Yes	Yes	
C. Declaration on Honour	-	Yes	
Annex C1 Extract from the judicial record	Yes	-	
Annex C2 Recent certificate from the social security	Yes	-	
Annex C3 Recent certificate on tax payment	Yes	-	
D. Selection Criteria Questionnaire	-	Yes	
Annex D1 Written undertaking from third entities	-	Yes (if applicable)	
Annex D2 Statement of overall turnover	Yes	-	
Annex D3 Legal proof of company authorization to perform the contract (unless provided in B)	Yes	-	
Annex D5 List of projects/contracts	Yes -		
Annex D6 Declaration and evidence of the tool features		YES	

A. COVERING LETTER

The **covering letter** must provide at least the following information:

- Title and reference of the invitation to tender for which the candidature is submitted.
- Legal form of the candidature: company, consortium or consortium with the creation of a new legal entity
- Information on subcontracting (if applicable)

The **covering letter** must be signed by the person(s) empowered to represent the candidature and entitled to sign the contract if the candidature is successful.

B. THIRD PARTIES' LEGAL ENTITY FORMS AND ADMINISTRATIVE DETAILS
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The candidate(s) shall provide a duly filled in and signed Legal Entity form (see the link below) accompanied by the documents requested therein and enclose the power of attorney from the person(s) empowered to represent the tenderer.

[http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

C. DECLARATION ON HONOUR

This document MUST be signed and dated.

In the case of joint candidatures, one statement per company must be attached.

**The form to be filled in and duly signed and dated
by the candidate and by all the members of the group (please copy when necessary),
where applicable (please copy when necessary)**

**Declaration on honour on
exclusion criteria**

The undersigned [.....],
representing:

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

(1) declares whether the above-mentioned person is in one of the following situations or not:		
SITUATION OF EXCLUSION CONCERNING THE PERSON	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>

(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: 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 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.	<input type="checkbox"/>	<input type="checkbox"/>

<u>[Only for legal persons other than Member States and local authorities, otherwise delete this table]</u>		
(2) declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:		
SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON	YES	NO
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>

Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

(3) declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:			
SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON	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"/>

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

REMEDIAL MEASURES

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

EVIDENCE

The person shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

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

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or

notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

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

Full name

Date

Signature

C2. PROOF OF PAYMENT OF SOCIAL SECURITY CONTRIBUTIONS
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C3. PROOF OF PAYMENT OF TAXES

D SELECTION CRITERIA QUESTIONNAIRES
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In the Reference column please give the reference to the evidence document(s) attached to your application.

Please note that each question in Questionnaires 1 and 2 requires an unconditional affirmative answer. Your offer may be rejected if any answer is ambiguous, for instance if

- it is inconclusive or not given (e.g. "YES/NO" or blank), or
- it is restricted or limited in any way (e.g. a "yes, but ...") anywhere in your offer.

Questionnaire 1			
Economic and financial capacity			
Number	Description	Answer	Reference Page No
1.1	<p>Is the average annual turnover the last three financial years (2014, 2015, and 2016) equal to or greater than 2,000,000 EUR?</p> <p><i>For the criteria that are deemed to be achieved above a certain level, i.e. overall turnover a consolidated assessment of all members of consortium together shall be made.</i></p>	YES/NO	
1.4	<p><u>Have you enclosed a statement as to overall annual turnover during the past 3 financial years?</u></p> <p><i>Should the application be submitted by a grouping, the information must be submitted to the contracting authority in the form of a separate document for each grouping member and subcontractors and a document summarizing the consolidated data for the grouping as a whole.</i></p> <p><i>For the criteria that are deemed to be achieved above a certain level, i.e. overall turnover a consolidated assessment of all members of consortium together shall be made.</i></p>	YES/NO	

Please enclose the evidence on the following page(s)

Questionnaire 2			
Legal, Technical and Professional capacity			
Number	Description	Answer	Reference Page No
2.1	Is the candidate company authorized to perform the contract under national law?	YES/NO	
	Have you enclosed the proof that the candidate company is authorized to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organization, express authorization, or entry in the VAT register?	YES/NO	
2.2	Has the candidate company in the last 3 years successfully implemented at least 3 similar projects/contracts?	YES/NO	
	Have you enclosed a list of similar projects/contracts implemented in the past 3 years with a brief description, showing experience in the subject of this call for tender?	YES/NO	
2.3	Can the Company provide a tool with proven both mandatory and at least one of the optional characteristics/functionalities as required by Frontex?	YES/NO	
	Have you enclosed the dedicated table where you declared the features of your solution and accompanied it with the required evidence (description, screenshots, etc.)?	YES/NO	

Please enclose the evidence on the following page(s)

D1. WRITTEN UNDERTAKING FORM THIRD ENTITIES (if applicable)

Agreement / Power of Attorney

Model A

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We, the undersigned:

- Signatory 1 (Name, Position, Company, Registered address, VAT Number)

- Signatory 2 (Name, Position, Company, Registered address, VAT Number)

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- Signatory N (Name, Position, Company, Registered address, VAT Number),

Each having the legal capacity to act on behalf of his/her company,

HEREBY AGREE AS FOLLOWS:

In case Frontex would award the Contract (« **the Contract** ») to (« **the Group Members**»), based on the joint candidature submitted by them on for the FWC for ICT Products and Services for Eurosur:

1. As co-signatories of the Contract, all the Group Members:
 - a. Shall be jointly and severally liable towards Frontex for the performance of the Contract.
 - b. Shall comply with the terms and conditions of the Contract and ensure the proper execution their respective share of the works.
2. To this effect, the Group Members designate Company X as **Group Leader**. [N.B.: The Group Leader must be one of the Group Members]
3. Payments by Frontex corresponding to the implementation of the FWC shall be made through the Group Leader's bank account.
4. The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the implementation of the FWC. This mandate includes, in particular, the following:
 - a. The Group Leader shall sign any contractual documents – including the Contract – and issue any invoices related to the implementation of works on behalf of the Group Members.
 - b. The Group Leader shall act as the single point of contact for Frontex in connection with the implementation of services to be provided under the Framework Contract. It shall co-ordinate its implementation by the Group Members and shall see to a proper administration of the Contract.

Any modification to this agreement / power of attorney shall be subject to approval from Frontex.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards Frontex under the Contract have ceased to exist. The Group Members may not terminate it before that date without the consent of Frontex.

Signed in on

Name Position Company	Name Position Company	Name Position Company	Name Position Company	Name Position Company	Name Position Company
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Agreement / Power of Attorney

Model B

(CREATING THE GROUP AS A SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

We, the undersigned :

- Signatory 1 (Name, Position, Company, Registered address, VAT Number)

- Signatory 2 (Name, Position, Company, Registered address, VAT Number)

-

- Signatory N (Name, Position, Company, Registered address, VAT Number),

Each having the legal capacity to act on behalf of his/her company,

HEREBY AGREE AS FOLLOWS:

In case Frontex would award the Contract (« **the Contract** ») to (« **the Group Members** »), based on the joint candidature submitted by them on for the FWC for ICT Products and Services for Eurosur.

1. As co-signatories of the Contract, all the Group Members :
 - a. Shall be jointly and severally liable towards the Frontex for the performance of the Contract.
 - b. Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
2. To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a
3. Payments by Frontex corresponding to the implementation of works shall be made through the Group's bank account.
4. The Group Members appoint Mr/Ms as **Group Manager**.
5. The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the implementation of works. This mandate includes, in particular, the following:
 - a. The Group Manager shall sign any contractual documents – including the Contract – and issue any invoices related to the implementation of works on behalf of the Group Members.
 - b. The Group Manager shall act as the single point of contact for Frontex in connection with the implementation of works to be provided under the Contract. He/she shall co-ordinate the implementation of the contract by the Group and shall see to a proper administration of the Contract.

Any modification to this agreement / power of attorney shall be subject to approval of Frontex.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards Frontex in connection with the implementation of the works to be provided under the Contract have ceased to exist. The Group Members may not terminate it before that date without the consent of Frontex.

Signed in on

Name Position Company	Name Position Company	Name Position Company	Name Position Company	Name Position Company	Name Position Company
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D2 STATEMENT OF OVERALL TURNOVER

D4 LEGAL PROOF OF COMPANY AUTHORIZATION TO PERFORM THE CONTRACT
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Unless provided in B above.

D6 DECLARATION AND EVIDENCE OF THE TOOL FEATURES

Reference No	Maritime Analytical Tool Capacity	Answer	Reference to page numbers, where the feature is evidenced
1 Mandatory	Your tools capture, hold and manage global reporting systems data for at least the last five years? (i.e. worldwide reporting system information)	Yes/ No	
2 Mandatory	Your tools allow the users to establish rules and queries based on ship behaviour? (i.e. vessel involved in transshipping at sea, vessel switch off AIS)	Yes/ No	
3 Optional	Your tools include access to vessels' historical data? (i.e. previous year ports of call)	Yes/ No	
4 Optional	Your tools include the fusion of external information sources in the vessels historical and reporting systems data? (i.e. shipping companies information)	Yes/ No	
5 Optional	Your tools deliver analytical capabilities supported on machine learning / artificial intelligence? (i.e. vessel similarity and clustering analysis supported by machine learning)	Yes/ No	

Please enclose the evidence on the following page(s)