



EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR MOBILITY AND TRANSPORT

Directorate C - Innovative & sustainable mobility

CALL FOR TENDERS

MOVE/C4/2014-255

EVALUATION STUDY ON

THE APPLICATION OF DIRECTIVE 2011/82/EU FACILITATING THE
CROSS-BORDER EXCHANGE OF INFORMATION ON
ROAD SAFETY RELATED TRAFFIC OFFENCES

TENDER SPECIFICATIONS

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1. INFORMATION ON TENDERING

1.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement¹ concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

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

1.3. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In case of joint tender, all economic operators in a joint tender assume joint liability and several liabilities towards the Contracting Authority for the performance of the contract as a whole.

These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

The tenderers should indicate in their offer whether the partnership takes the form of:

- a) a new or existing legal entity which will sign the contract with the Commission in case of award
- or
- b) a group of partners not constituting a new legal entity, who via a power of attorney, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

¹ See http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm

1.4. Subcontracting

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

Tenderers must give an indication of the part of the services and proportion of the contract that they intend to subcontract.

Tenderers are required to identify subcontractors whose share of the contract is above 20%.

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

1.5. Content of the tender

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Evidence for exclusion criteria (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. Identification of the tenderer: legal capacity and status

- The tenderer's identification form in **Annex 1** shall be filled in and signed by:
 - The tenderer (including any member of a consortium or grouping)
 - The subcontractor(s) whose share of the work represents more than 20% of the contract.
- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium or grouping) must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- If it has not been included with the Legal Entity Form, tenderers must provide the following information:
 - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such

appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced;

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting** documents. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

2. EVALUATION AND AWARD

2.1. Evaluation steps

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- (2) Selection of tenderers on the basis of selection criteria
- (3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

2.2.Exclusion criteria

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

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

2.3.Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority

that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The annual turnover of the last two financial years for which the accounts have been closed of above 300 000 €.

The following evidence should be provided:

- Copy of the profit & loss account for the last two years for which accounts have been closed;
- Failing that, appropriate statements from banks;
- If applicable, evidence of professional risk indemnity insurance.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

2.3.2. Technical and professional capacity criteria and evidence

Tenderers must confirm and demonstrate that they have skills and experience needed to carry out the work specified in the technical specifications (see section 3) and that they meet the requirements listed below.

a. Criteria relating to tenderers:

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The tenderer must prove experience in carrying out projects (e.g. studies or research) concerning police and/or judicial co-operation within the EU and covering enforcement of road traffic rules, with at least one project delivered in this field in the last five years with a minimum value of 100 000 €.
- The tenderer must prove experience of working and drafting reports in English with at least one project delivered in the last five years showing the necessary language coverage.
- The tenderer must prove experience of carrying out an evaluation study (including capacity for data collection and analysis, replies to evaluation questions, draft recommendations) with at least one evaluation study performed in the last five years.

- The tenderer must prove experience of working in all EU Member States with projects delivered in the last five years, the combination of which must show the necessary coverage.

b. Criteria relating to the team delivering the service:

The team delivering the service should include, as a minimum, the following profiles:

Project Manager: At least 5 year experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of a similar size (at least € 100.000) and in the EU geographical coverage, with experience in management of team of at least 5 people.

Language quality check: at least 2 members of the team should have proficiency level language skills in English or equivalent, as guaranteed by a certificate or past relevant experience.

All experts: Relevant higher education degree and professional experience/expertise in the field of police and/or judicial co-operation within the EU, including enforcement of road traffic rules. At least one senior expert who has at least 5 year professional experience in the above mentioned field must be part of the team.

Team for data collection: collectively the team should have knowledge of English, German and French languages and proven experience of 3 years in data collection techniques.

Organisation of meetings: collectively the team should have knowledge of the preparation and organisation of stakeholder/international meetings.

c. Evidence:

The following evidence should be provided to fulfil the above criteria:

- List of relevant services provided in the past five years, with sums, dates and recipients, public or private. The most important services, and at least 1 for each criterion listed in 2.3.2.a above, shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

2.4.Award criteria

The tender will be awarded according to the best-value-for -money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

- **Quality of the proposed methodology** (60 points – minimum threshold 60%)

Sub-criterion 1.1 (15 points – minimum threshold 50%): **Data collection and coverage** – how the tenderer will gather and organise all relevant data and cover the whole EU.

Sub-criterion 1.2 (20 points – minimum threshold 50%): **Road safety guidelines** – how the tenderer proposes a road safety guidelines outlining the best practice in the automated enforcement of road traffic rules concerning speeding, drink-driving, non-use of safety belts and failure to stop at a traffic red light.

Sub-criterion 1.3 (20 points – minimum threshold 50%): **Common criteria for mutual recognition of financial penalties** – how the tenderer proposes common criteria for the procedures concerning mutual recognition of financial penalties and analyses whether the mutual recognition of financial penalties for the offences covered by the CBE Directive requires the harmonization of relevant road traffic rules and what other road safety related traffic offences should be added to the scope of the Directive to be evaluated.

Sub-criterion 1.4 (5 points – minimum threshold 50%): **Overall approach** – how the tenderer proposes to approach the evaluation questions and in how far the tenderer proposes innovative elements in his methodology.

- **Organisation of the work** (30 points – minimum threshold 60%)

This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.

- **Quality control measures** (10 points – minimum threshold 60%)

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Tenders must score at least 50% for each sub-criterion and 60% for each criterion , and at least 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 70/30 is given to quality and price. The contract will be awarded to the tender, which offers the highest ratio quality/price (score) according to the formula below:

Score for tender x =

$$\frac{\text{total quality score for award criteria for tender } x}{100} \text{ multiplied by } 70$$
$$+ \frac{\text{cheapest price}}{\text{price of tender } x} \text{ multiplied by } 30$$

2.5. Technical offer

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

2.6. Financial offer

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

Indicative price: 200.000 €

3. TECHNICAL SPECIFICATIONS

3.1. Introduction

Encouraging road users to improve their behaviour by complying with basic road safety rules is a crucial element in the road safety strategy. In order to ensure compliance with the law, enforcement and follow-up of offences are necessary. Controls should be systematic. Sanctions should be effective and applied to all offenders, not just to residents.

The share of non-residents in road traffic is estimated around 5% for the countries where this information is available. The share of non-resident drivers in speeding offences shows a range of 2.5% to 30%. These figures suggest that non-resident drivers are relatively more involved in speeding offences than resident drivers.

The lack of existing procedures before the adoption of the CBE Directive for access to Vehicle Registration Data of non-resident offenders and for enforcement of financial penalties to non-resident drivers resulted in traffic offences committed by non-residents often not sanctioned, or sanctions often not executed. A number of countries had implemented bilateral agreements for exchange of data but no European framework existed. Member States had to transpose the CBE Directive by 7 November 2013.

Nevertheless, in the judgement of 6 May 2014, the European Court of Justice annulled Directive 2011/82/EU and maintained the effects of the Directive within twelve months - until the entry into force of a new directive based on the correct legal basis (transport). To comply with the Court judgement, the Commission adopted on 18 July 2014 a proposal for

a new directive based on the text of the annulled Directive with modified legal basis and consequent necessary adjustments, without proposing any amendments to the substance of the legislation. On 8 October 2014, the Council of Transport Ministers adopted a General Approach to the proposal. The European Parliament is currently assessing the compromise text of the proposal as adopted by the Council. It is very likely that the deadline given by the Court for the adoption of a new directive will be met.

According to Article 11 of Directive 2011/82/EU facilitating the cross-border exchange of information on road safety related traffic offences ("CBE Directive")², by 7 November 2016, the Commission is obliged to submit a report to the European Parliament and the Council on the application of the Directive by the Member States. In its report, the Commission has to focus in particular on the following aspects:

- an assessment of whether other road safety related traffic offences should be added to the scope of the Directive,
- an assessment of the effectiveness of the Directive on the reduction in the number of fatalities on Union roads,
- an assessment of the need for developing common standards for automatic checking equipment and for procedures. In this context, road safety guidelines at Union level has to be developed in order to ensure greater convergence of the enforcement of road traffic rules by Member States through comparable methods and practices. These guidelines may cover at least the non-respect of speed limits, drink-driving, non-use of seat belts and failure to stop at a traffic red light,
- an assessment of the need to strengthen the enforcement of sanctions with regard to road safety related traffic offences and to propose common criteria concerning the follow-up procedures in the case of non-payment of a financial penalty,
- possibilities to harmonise traffic rules where appropriate,
- an assessment of the software applications as referred to in Article 4(4) of the Directive, with a view to ensuring proper implementation of the Directive as well as guaranteeing an effective, expeditious, secure and confidential exchange of specific vehicle registration data.

The purpose of the tender is to engage external consultants, specialists in the field of enforcement of road traffic rules to carry out an evaluation study on the application of the CBE Directive that will constitute a basis for the European Commission's report as referred to Article 11 of the Directive.

3.2. General and specific objectives

The general objective of the evaluation study is to provide the European Commission with independent and unbiased evaluation of road safety effects of the application of the CBE Directive (ex-post evaluation).

It will also consider whether and how the Directive should be amended to improve its effectiveness (ex-ante evaluation).

² OJ L 288, 5.11.2011. The Directive became effective from 7 November 2013 (transposition deadline).

Within the ex-ante evaluation, the study shall include the assessment of:

- the need to develop comparable methods, practices and minimum standards for automatic checking equipment;
- the follow-up on the exchange of information under the CBE Directive in order to strengthen the successful enforcement of sanctions;
- the need to harmonize road traffic rules, especially in view to provide for possible mutual recognition of sanctions for the offences covered by the CBE Directive;
- whether other road safety related traffic offences should be added to the scope of the CBE Directive.

Both for the ex-post and the ex-ante evaluation, the contractor shall complete tasks and use results to address evaluation questions provided hereunder.

The geographical scope of the study covers 28 Member States.

3.3. Evaluation questions and tasks

Evaluations performed in or commissioned by the European Commission shall comply with the evaluation standards in force³. The contractor has to answer the following questions:

Relevance

- Is the scope of the CBE Directive in terms of traffic offences adequate? If it is not, in which respect?
- Does the CBE Directive adequately cover the issue of the awareness of citizens on rules in force in EU Member States in the field covered by the CBE Directive? If not, in which respect?

Effectiveness

- What are the impacts on fatalities and accidents of the measures set out in the CBE Directive?
- Are there any non-targeted significant results and impacts of the measures set out in the CBE Directive?
- What are the main problems with the implementation of the CBE Directive in Member States?
- Which factors have hindered the achievement of the general objectives of the CBE Directive?
- To what extent does EUCARIS contribute to the effective implementation of the CBE Directive, including equal treatment of resident and non-resident offenders?
- To what extent could the development of comparable methods, practices and minimum standards for automatic checking equipment improve the impacts achieved by the implementation of the Directive?

³ C.f. Annex to Communication SEC(2007)213 to the Commission - February 2007 http://ec.europa.eu/dgs/secretariat_general/evaluation/docs/standards_c_2002_5267_final_en.pdf.

- To what extent could the follow-up procedures between competent authorities of the Member States for the transmission of the final decision to impose a financial penalty as well as the recognition and enforcement of the final decision improve the impacts achieved by the implementation of the CBE Directive?
- What are the impacts on the awareness of citizens on rules in force in EU Member States in the field covered by the CBE Directive?

Sustainability

- Would the application of the CBE Directive without any modifications or follow-up initiatives be still appropriate in 5 years? If not, which aspects need to be reinforced?

Efficiency

- To what extent are the costs involved in the cross-border exchange of data and for the follow-up procedures adequate to achieve the objectives of the CBE Directive?
- What aspects of the implementation of the CBE Directive generate unnecessary administrative burden and how could this be improved?
- Would it be possible to achieve the same level of road safety protection more efficiently by other methods of enforcement of traffic rules?

EU added value

- What are the advantages of an exchange of vehicle registration data at EU level? In how far could the same or better results be achieved by bilateral or multilateral agreements between Member States?

Coherence

- To what extent has the CBE Directive contributed to the improvement of road safety in the context of other factors/initiatives having effects on road safety (e.g. 3rd Driving Licence Directive)?
- How far the specific objectives of the CBE Directive, i.e. to facilitate the enforcement of road traffic rules and to raise awareness of citizens on traffic rules are synergic and complement each other?

In order to answer these questions, the contractor will *at least* carry out the following tasks:

1. Quantitative assessment of the effectiveness of the CBE Directive on the reduction in the number of fatalities and accidents on EU roads in 2013/2015 (partially);
2. Assessment of whether EUCARIS guarantees an effective, expeditious, secure and confidential exchange of specific vehicle registration data, including the quantitative analysis on how many of road safety related traffic offences detected automatically are followed by the searches via EUCARIS in 2013/2015 (partially);
3. Assessment of the need to develop comparable methods, practices and minimum standards for automatic checking equipment. On the basis of this assessment, the contractor has to propose a road safety guidelines outlining the best practice in the automated enforcement of road traffic rules, at least for the following offences: speeding, drink-driving, non-use of safety belts and failure to stop at a red traffic light;

4. Assessment of the follow-up of the exchange of information in order to strengthen the enforcement of sanctions, especially in case where a financial penalty is refused to be paid. Within this assessment, the contractor has to propose common criteria for the procedures concerning mutual recognition of financial penalties and to analyse whether the mutual recognition of financial penalties for the offences covered by the CBE Directive requires the harmonization of relevant road traffic rules and what other road safety related traffic offences should be added to the scope of the CBE Directive ;
5. Quantitative assessment of administrative costs, including for the cross-border exchange of data and for the follow-up procedures.

The contractor shall define a suitable methodology which includes an approach for data collection and for analysis of findings within tasks. Quantitative indicators shall be sought and used as far as possible. Evidence for conclusions and recommendations shall be provided. The tenderer shall outline his suggested approach in its offer with sufficient detail, including data sources for each task.

3.2. Other tasks under the assignment

The contractor has to organise a stakeholder meeting. The relevant stakeholders should cover at least road safety and law enforcement authorities or bodies, victims' associations and other non-governmental organisations active in the field of road safety. The organisation of the meeting has to include:

- identification and invitation of stakeholders;
- drafting relevant questions for the stakeholders;
- presenting the study including available results/findings in the meeting;
- drafting minutes of the meeting;
- drafting conclusions which will be used for the final report of the study;

The European Commission will provide the meeting room in Brussels.

3.3. Input by the contracting authority

The Commission will provide the contractor with the data on accidents and fatalities (CARE database) and with the Study for Elements of the impact Assessment on the Framework Decision 2005/214/JHA on the Application of the Principle of Mutual Recognition to Financial Penalties (MATRIX Insight, September 2011).

3.4. Intermediate outputs and deliverables

- a) First progress report specifying the detailed work programme and planning of the evaluation in order to complete the tasks as listed in Chapter 3 shall be submitted to the Commission at the latest **6 weeks** after the date of signature of the contract. It shall describe the proposed methodological, empirical approaches and working assumptions. The report shall also identify any additional need for information to be collected during the evaluation and present data collection methodology and tools along with the list of contacts to be surveyed or interviewed, interview guides and survey questionnaires in all 28 Member States.
- b) Second progress report, which is produced after the main desk and field research has been completed shall be submitted to the Commission at the latest **22 weeks** after the date of signature of the contract. The report will summarise the results reached until

that moment and raise any problems encountered with sufficient information to permit reorientation, if appropriate. More specifically, the report shall provide the results of the tasks 1, 2 and 3 and show the progress on task 4. The report shall also demonstrate how the existing data has been analysed and outline the preliminary conclusions/outputs, especially as regards the road safety guidelines and the common criteria for the procedures concerning mutual recognition of financial penalties. It shall give clear indications and detailed planning of the work to be carried out during the rest of the study period. It has to include a proposal for the structure of the final report.

- c) Draft final report shall be submitted to the Commission at the latest **32 weeks** after the date of signature of the contract. It shall follow the structure of the final report as agreed and describe the purpose of the evaluation, its context and objectives. It shall include the first findings, analysis, conclusions and recommendations. It shall take account of the comments made earlier in the process. The draft final report shall include a proposal for the structure of the executive summary. The Commission will have **10 working days** to provide the Contractor with its comments on the draft final report.

The contractor must ensure that all intermediate outputs and deliverables under the contract are clear, concise and operational. Each report shall have an introductory page providing an overview and orientation of the report. It should describe what parts of the document have been carried over from previous reports or been recycled from other documents, and which represent progress of the work under the contract. It should also specify the status of any findings/conclusions/recommendations (e.g. whether these are tentative or final) and note any problems encountered during the process. All reports shall be drafted in English and transmitted in electronic Microsoft Word format.

3.5. Final output and deliverable

Final report shall follow in principle the same format as the draft final report and shall be provided in electronic Microsoft Word and PDF format, as well as in 3 paper copies, in English. The report shall cover all points of the work plan and shall include sound analysis of findings and factually based conclusions and recommendations. It must take into account Commission's comments and requests as regards the draft final report insofar as these do not interfere with the independence of the contractor in respect of the conclusions they have reached and the recommendations made.

The quality of the final report will be non-exclusively assessed on the basis of the following quality criteria, and rated (grade: poor/satisfactory/good/very good/excellent) according to the following criteria:

1. Relevance: Does the evaluation respond to information needs, in particular as expressed in the terms of reference?
2. Appropriate design: Is the design of the evaluation adequate for obtaining the results needed to answer the evaluation questions?
3. Reliable data: Are data collected adequate for their intended use and have their reliability been ascertained?
4. Sound analysis: Are data systematically analysed to answer evaluation questions and cover other information needs in a valid manner?

5. Credible findings: Do findings follow logically from and are justified by, the data/information analysis and interpretations based on pre-established criteria and rational?
6. Valid conclusions: Are conclusions non-biased and fully based on findings?
7. Helpful recommendations: are there areas needing improvements identified in coherence with the conclusions? Are the suggested options realistic and impartial?
8. Clarity: Is the report well structured, balanced and written in an understandable manner?
9. Overall assessment of the final evaluation report: Is the overall quality of the report adequate, in particular:
 - Does the evaluation fulfil contractual conditions?
 - Are the findings and conclusions of the report reliable, and are there any specific limitations to their validity and completeness?
 - Is the information in the report potentially useful for designing intervention, setting priorities, allocating resources or improving interventions?

The contractor shall submit the final report to the Commission at the latest **37 weeks** after the signature of the contract. The Commission will have **10 working days** to approve or reject the final report.

As all evaluation reports shall be available to the public, no form of confidential data shall be contained in the final report (if relevant, such data shall be provided in a separate annex). The contractor must ensure that the study is not subject to any restrictions deriving from intellectual property rights of third parties. Should the contractor intend to use data or information in the study, which cannot be published, this must be explicitly mentioned in the offer.

3.5. Organisation and meetings

The contract will be managed by Unit C4 of DG MOVE. The Commission will appoint a technical officer in charge, who will participate in the meetings with the contractor, facilitate access to information, monitor the work and validate the results of the services of the contractor. A steering group will be involved while assessing the quality of the evaluation work and reports submitted by the contractor. The contractor must ensure that activities progress properly, are reported upon regularly and for that purpose will designate a person responsible for permanent and regular contact with the Commission. The contractor is to provide the required reports and documents in accordance with the conditions agreed. The amount of work involved to carry out this contract is assessed at approx. 200 man-days.

It is expected that the contractor (the team leader and other relevant experts) participate in maximum **4 meetings** in the Commission premises in Brussels with the steering group (**apart of the stakeholders meeting in Brussels**). Minutes of the meetings shall be drafted by the contractor within 5 working days and agreed among the participants.

The project is kicked off at the meeting between the contractor and the steering group which will take place **at the latest 10 days** following the signature of the contract. The kick-off meeting will ensure that the contractor has a clear understanding of the terms of the contract and the objectives of the project to be undertaken. The contractor will be provided with all relevant available documents and be informed of useful information sources for data collection.

Additional meetings will be organised within 2 weeks after the submission of the first and second progress report which will be discussed with the steering group members and approved by the Commission.

After the second progress report, the contractor will organise stakeholders meeting that should assist in drafting conclusions/outputs to be used for the draft final report.

Following the submission of the draft final study report, a meeting will be organised with the steering group members to discuss the Commission's observation. The exact date of the meeting will be agreed upon with the contractor.

The duration of the tasks shall not exceed 10 months. This period is calculated in calendar days.

Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out in this Chapter cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of *force majeure*). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo⁴.

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the [Web Content Accessibility Guidelines 2.0](#) of the W3C.

For full details on Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm

⁴ The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: <http://www.w3.org/WAI/>

4.1. Content

4.1.1. Final study report

The final report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages;
- the following standard disclaimer:

“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

4.1.2. Publishable executive summary

The publishable executive summary which provides a short synthesis of the main conclusions of the evaluation, the key points of evidence underpinning them and the resulting recommendations shall be provided in English, French and German and shall include:

- the following standard disclaimer:

“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

4.2. Structure

All relevant evidence of the analysis process (questionnaires, results of surveys, calculations, etc.) has to be annexed to the final report to allow the argument to be followed in a transparent manner.

4.3. Graphic requirements

For graphic requirements please refer to the template provided in the annex 4. The cover page shall be filled in by the contractor in accordance with the instructions provided in the template. For further details you may also contact comm-visual-identity@ec.europa.eu.

5. ANNEXES

1. Tenderer 's Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Standard Word template for studies
5. Draft Contract

ANNEX 1

IDENTIFICATION OF THE TENDERER

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

Call for tender MOVE/ENER/SRD S 227-400209 of 25/11/2014

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

⁵ For natural persons

Position (e.g. manager): Telephone number: Fax number: E-mail address:	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation⁶ I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

⁶ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-

making or control⁷ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

- declares that [the above-mentioned legal person][he][she]:
- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
 - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
 - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
 - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties⁸ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name	Date	Signature

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

⁸ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor ⁹

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

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

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: Provide details on bank, address, account number.
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on [dd/mm/yyyy]

Place and date:

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

⁹ To be filled in and signed by each of the partners in a joint tender, except the lead partner;

ANNEX 4
Standard Word template for studies

ANNEX 5

DRAFT CONTRACT