

TENDER SPECIFICATIONS

ATTACHED TO THE INVITATION TO TENDER

**Invitation to tender No. ENER/DDG1/C/3/562-1/2010 concerning a
Europe-wide awareness raising campaign on sustainable urban
mobility**

Table of contents

1. SPECIFICATIONS	4
1.1. Introduction	4
1.1.1. Supporting awareness raising activities at local and regional level	4
1.1.2. European Mobility Week	5
1.1.3. Other relevant initiatives at EU level	5
1.2. Purpose of the contract	6
1.2.1. Rationale and aim	6
1.2.2. Description of tasks	6
1.2.3. Workplan	11
1.3. Reports and documents to produce – Timetable to observe	13
1.3.1. Interim reports	14
1.3.2. Final Report	14
1.3.3. Report format and publication	14
1.4. Duration of the tasks	15
1.5. Place of performance	15
1.6. Estimate of the amount of work involved	15
2. TERMS OF CONTRACT	15
2.1. Terms of payment	15
2.2. Financial guarantees	15
2.3. Subcontracting	15
2.4. Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)	16
3. FORM AND CONTENT OF THE TENDER	16
3.1. General	16
3.2. Structure of the tender	16
3.2.1. Section One: administrative proposal	16
3.2.2. Section Two: Technical proposal	17
3.2.3. Section Three: Financial proposal	17
4. ASSESSMENT AND AWARD OF THE CONTRACT	18
4.1. Exclusion criteria (exclusion of tenderers)	19
4.1.1. Exclusion criteria (Article 93 Financial Regulation)	19

4.1.2.	Other cases of exclusion (Article 94 Financial Regulation).....	20
4.1.3.	Evidence to be provided by the tenderers.....	20
4.1.4.	Administrative and financial penalties	21
4.2.	Selection criteria (selection of tenderers)	22
4.2.1.	Economic and financial capacity – References required.....	22
4.2.2.	Technical and professional capacity – References required.....	22
4.3.	Evaluation of tenders –award criteria.....	23
4.4.	Information for tenderers.....	24
5.	ANNEXES	25
6.	APPENDIX	52

1. SPECIFICATIONS

1.1. Introduction

The European Commission launches this invitation to tender with a view to concluding a contract with a service provider for organising and implementing a Europe-wide awareness raising campaign on sustainable urban mobility to accompany the annual European Mobility Week, starting in 2011.

The preparation and implementation of the campaign activities will last for a period of 36 months. Geographically, the services to be delivered should cover the EU Member States, the EEA Member States (Norway, Iceland and Liechtenstein) as well as Croatia¹.

1.1.1. Supporting awareness raising activities at local and regional level

Transport plays a central role in the European economy and accounts for almost 20% of the total gross energy consumption in Europe, with a significant part consumed in urban areas. As transport is also the fastest growing sector in terms of energy use, it is essential to tap the potential for energy-efficiency gains in urban mobility.

The Commission's Communication on energy efficiency² from 2008 highlights that measures at local and regional level have a crucial role to play in carrying out energy efficiency policies in all sectors. The Commission's Action Plan on Urban Mobility³ explains the need for an integrated policy approach and stresses the role that awareness-raising campaigns can play in the creation of a new culture for urban mobility. The contract will support the implementation of Action 8 (Campaigns on sustainable mobility behaviour) of the Action Plan on Urban Mobility.

The Action Plan sets out a coherent framework for twenty EU initiatives in the area of urban mobility while respecting the principle of subsidiarity. The aim of the Action Plan is to encourage and support the development of sustainable urban mobility policies that help to achieve general EU objectives, for example through fostering the exchange of best practice and by providing funding.

The aim of this tender is to select a professional partnership which can provide EU-level coordination of the implementation of a coordinated, citizens-targeted awareness raising campaign at local, regional and national level with an impact on low carbon, sustainable mobility. In order to have a maximum visibility and impact, the campaign should be organised to support the European Mobility Week, which takes place each year in September⁴.

¹ This coverage area may be extended should additional countries join the Intelligent Energy Europe Programme.

² Energy efficiency: delivering the 20% target. COM(2008) 772

³ Action Plan on Urban Mobility. COM (2009)490

⁴ The coordination of the organisation of the European Mobility Week at the European level is financed with a separate European Commission contract.

1.1.2. European Mobility Week

The European Commission first established the Car Free Day as a European initiative in the year 2000. It served as an opportunity for participating cities to show how matters related to the environment and transport concern them. For one day, local authorities presented their urban centres in a different light and implement key actions aiming at restricting motorised traffic in certain areas, encouraging the use of sustainable modes of transport and raising awareness on the environmental impacts of citizens' modal choice.

Since 2002, the European Mobility Week is organised each year from 16 to 22 September and is dedicated to sustainable mobility. The European Mobility Week offers the opportunity to initiate a range of activities and represents a platform for local authorities as well as other relevant organisations and associations. This all as part of a Europe-wide initiative, with a goal and identity that is common with other towns and cities.

Since few years, the campaign is also being organized in some non-European countries, such as Japan, China, Taiwan, Brazil, Colombia and Ecuador. It also receives a growing media attention across the world.

The organisation of the European Mobility Week is based on a partnership that currently consists of a European coordination (three networks of local authorities), National coordinators (representatives from national ministries and agencies), Associated partners (European and international associations and organisations) and the European Commission. Further information can be found at www.mobilityweek.eu.

1.1.3. Other relevant initiatives at EU level

The European Commission supports Europe-wide awareness raising activities in various domains, including energy, environment and climate change. These campaigns provide useful examples and experiences. For example, the Sustainable Energy Europe Campaign⁵ is an initiative that aims to raise public awareness and promote sustainable energy production and use among individuals and organisations, private companies and public authorities, professional and energy agencies, industry associations and NGOs across Europe. The Commission's Campaigns on Biodiversity⁶ and Climate Change⁷ aim at informing and engaging with citizens, and explaining them how they, through their behaviour, can influence things.

Over the past years, the European Commission has supported, through the Framework Programmes for Research and Development and the Intelligent Energy Europe programme (under STEER)⁸, specific projects and pilot actions in the field of information, communication and awareness raising. Information

⁵ www.sustenergy.org

⁶ http://ec.europa.eu/environment/biodiversity/campaign/index_en.htm

⁷ http://ec.europa.eu/environment/climat/campaign/index_en.htm

⁸ Experiences from this programme show that personalised marketing initiatives and campaigns that include specific activities involving local stakeholders are most effective. Relevant projects include ECODRIVEN and AD PERSONAM. These experiences should be incorporated in the design of the campaign.

on many of these projects and actions is available on the ELTIS website⁹ and the Intelligent Energy projects database¹⁰. Also the CIVITAS Initiative has supported a range of local projects and pilot actions in this domain. More details on these experiences can be found through the CIVITAS measures search engine on the CIVITAS website¹¹.

1.2. Purpose of the contract

1.2.1. Rationale and aim

The overall aim of the tender is to organise and implement, using initiatives at national, regional and local level, a Europe-wide awareness raising campaign on low carbon, sustainable urban mobility, to accompany the annual European Mobility Week over a three year period. This will for example be done through media campaigns and other awareness raising actions, producing press material, mailings, together with networking initiatives, the establishment of structures, setting up of partnerships, and the production of guidance material

The main focus of the contract is to enable activities with a strong visibility, networking and multiplication effect at national or EU level and not to support individual campaign activities that only have local visibility and impact. The campaign will be coordinated and managed by the service provider. It will be practically implemented by local, regional and national partners.

This tender is managed by the Directorate-General for Mobility and Transport and funded through the Intelligent Energy Europe Programme, the EU's support programme for non-technological actions in the field of energy efficiency and renewable energy sources¹². The EU funding should be acknowledged by indicating that the European Commission co-finances the campaign.

The services to be delivered under this tender should take into account the latest developments of the European Commission's general communication policy as well as specific requirements coming from the Directorate-General for Mobility and Transport and the Intelligent Energy Europe Programme.

1.2.2. Description of tasks

1.2.2.1. General tasks and issues

Languages: the service provider should develop a multilingual strategy as more than half of the EU citizens don't have the specific language skills to fully understand information provided in English. The language requirements are specified in the specific tasks below.

Confidentiality and/or intellectual property rights: the service provider must ensure that there are no restrictions based on confidentiality and/or intellectual property rights that could be claimed by any third party due to the publication of

⁹ www.eltis.org

¹⁰ http://ec.europa.eu/energy/intelligent/projects/index_en.htm

¹¹ http://www.civitas.eu/measure_fields.phtml?lan=en

¹² <http://ec.europa.eu/energy/intelligent/>

any data and documents. Should the service provider intend to use data for the deliverables or services under this contract which cannot be published, this must be explicitly mentioned in the offer.

Bias towards specific behaviour: it should be avoided that any reference related to EU funding of the campaign gives the impression that the Commission is in favour of specific behaviour or modal choice.

Visual identity: the service provider should ensure a campaign and corporate identity that is consistent with that of the EU.

Quality control: all information, publications and reports provided by the service provider must be subject to an internal quality control procedure.

Coordination with other initiatives: it is important to ensure from the outset that EU initiatives complement each other, avoid overlaps and exploit synergies. The offer should explain how the service provider will interlink and build synergies with relevant EU initiatives, with particular emphasis on the European Mobility Week as mentioned in the introduction, as well as relevant national, regional and local initiatives.

Financial management: the service provider must provide sufficient financial guarantees so that possible imbalances in cash flow between his expenditures and the advance payment/reimbursement by the Commission can be covered. The service provider should also pay particular attention to possible VAT related issues.

1.2.2.2. Specific task 1: Awareness campaign design and management

The Europe-wide awareness campaign will be implemented through initiatives at national, regional and local level. To implement this specific task, an experienced multilingual team will be needed. The service provider will be required to obtain prior approval from the Commission on the content and style of all events and publications, and on the content, style, image and profile of the campaign and corporate identity.

Subtasks

1.2.2.2.1 A detailed campaign plan and campaign material, including corporate identity in all official EU languages, should be developed in co-operation with the European coordination of the European Mobility Week. This corporate identity should be used by all local, regional and national participants.

1.2.2.2.2 In order to join the campaign local, regional or national level organisers should commit to agreed minimum campaign standards. The service provider should develop these minimum standards and agree them with the Commission¹³. The minimum standards should include the obligation that the annual European theme of the European Mobility Week is promoted and that

¹³ It is expected that the minimum standards will be developed immediately after the signature of the contract.

the European Mobility Week logo in combination with the campaigns' corporate identity is applied.

1.2.2.2.3 Each year another campaign theme related to low carbon, sustainable urban mobility should be proposed and selected together with the European Mobility Week organisers and the Commission. The annual campaign theme should be in line with EU policy priorities in the climate change, energy, transport and environment sectors.

1.2.2.2.4 The campaign material and corporate identity should be published in an English language handbook, which should be flexible to incorporate later amendments.

1.2.2.2.5 Proposals to prevent 'campaign fatigue' should be included in the Inception Report.

1.2.2.2.6 Besides general campaign material aiming at a wide citizens' audience, also material for target groups could be developed, for example young people. Ideas can be included in the tender.

1.2.2.2.7 In coordination with the European Mobility Week organisers and the European Commission, the service provider should establish media contacts, negotiate media partnerships and take initiatives to ensure free media attention.

1.2.2.2.8 No dedicated campaign website should be established, but a sub-site related to the campaign should be designed which will become part of the website of the European Mobility Week. The design needs to be in line with the design of the European Mobility Week website.

1.2.2.2.9 The establishment of campaign-partnerships at European level with public, commercial or semi-public organisations is not foreseen. However, such partnerships could be established at national, regional and local level with carefully selected partners. The service provider offer help in establishing contacts with potential partners. First ideas may be included in the tender.

1.2.2.2.10 The service provider should prepare a guidance note on campaign-partnerships, which will need to be agreed with the Commission.

1.2.2.4.11 Support the set up of national coordination structures in countries where these do not exist but without directly financing these structures.

1.2.2.3. Specific task 2: National campaigns

Approximately 70% of the budget of the budget not allocated to specific tasks 1, 4 and 5 should be used to organise national campaigns, in the relevant national language, in maximum eight countries during the years 2 and 3 of the contract. These campaigns should be organised by the contractor together with national, regional and local partners working in partnership. The contractor should, as much as possible, make use of synergies with existing campaign activities.

The national campaigns should take place in countries where (1) the awareness of urban mobility issues is low and the potential for improvement through the campaign is high or (2) the awareness of urban mobility issues is high but where the potential for improvement through the campaign is significant.

It is the Commission's understanding that the ambition of the campaigns will be high, i.e. organised by professional marketing companies and including paid advertisements in different media. The partnerships to be put in place for the national campaigns should be proposed as part of the tender, and the relevant parties should be included in the tender, for example in form of subcontractors.

Subtasks

1.2.2.3.1 Overall coordination of the national campaigns will be implemented by the maximum eight national partnerships. Only national campaigns should be included that have clear and realistic targets, are run by well structured and coherent partnerships, and take place in countries where a high impact is expected.

1.2.2.3.2 Supporting national partnerships in intensifying their relationships with relevant stakeholders (including with national representatives of the European Mobility Week pledge signatories), negotiate media partnerships and ensure free media attention.

1.2.2.4. Specific task 3: Initiatives in countries not covered by task 2

For countries not covered by the national campaigns outlined under task 2, the tenderer may include proposals for awareness raising activities at the local, regional or national level. Approximately 30% of the budget not allocated to specific tasks 1, 4 and 5 should be used for specific task 3. The budget should be allocated for the years 1, 2 and 3, and should not go above of approximately 10.000 EURO per year per country¹⁴.

The proposed activities should, as much as possible, benefit from synergies with existing campaign activities and on the possible use and adaptation of material from other countries developed under specific task 2. The partnerships to be put in place should be proposed as part of the tender, and the relevant parties should be included in the tender, for example in form of subcontractors.

Subtasks

1.2.2.4.1 Overall coordination of the campaigns which will be implemented under this task. Only campaigns should be included that have clear and realistic targets, are run by well structured and coherent partnerships, and take place in locations where a sufficiently high impact is expected.

1.2.2.4.2 Supporting national partnerships in intensifying their relationships with relevant stakeholders (including with national representatives

¹⁴ As task 2 will only cover 'National campaigns' during the years 2 and 3, this means that for year 1 all participating countries may take part in the initiatives under the task 3.

of the European Mobility Week pledge signatories), negotiate media partnerships and ensure free media attention.

1.2.2.5. Specific task 4: Organisation of a special award to encourage sustainable urban mobility plans

The Commission will issue a special award to encourage the adoption of sustainable urban mobility plans by local authorities. There will be one award winner. The name of the award will be proposed by the Commission during the kick off of the contract. This award will be issued annually. Besides a diploma, the award winner will receive a prize of 10.000 EURO that should be used for the funding or co-funding of local awareness raising activities in the field of sustainable urban mobility.

Subtasks

1.2.2.5.1 The organisation of the call for applications, supporting the Commission with the evaluation of the applications, the design of the award diploma and the follow up of the prize is a task of the service provider. The Commission is responsible for providing the award criteria and the selection of the award winners. A co-operation with the ELTIS Plus project¹⁵ and the CIVITAS secretariat (organiser of the CIVITAS Awards) should be foreseen.

1.2.2.5.2 The award will be handed over during a high-profile event organised by the European Commission somewhere in Europe, for example in the framework of the CIVITAS Initiative, the European Mobility Week or any other appropriate event. The organisation of the handover ceremony is a task of the service provider.

1.2.2.6. Specific task 5: Overall coordination and contract management

The aim of this task is an efficient and effective implementation of the contract by the service provider. It is anticipated that the service provider will implement the contract through an effective consortium with the necessary experience to execute all tasks, while at the same time ensuring minimal overhead costs.

Subtasks

1.2.2.6.1 The service provider should follow an integrated approach to the overall management of the work programme necessary to implement specific tasks 1 – 4. In order to be able to adapt to the evolving EU policy context and priorities, the service provider should set up a flexible, reactive and dedicated management structure.

1.2.2.6.2 The management task includes providing handling of inquiries related to the campaign.

¹⁵ The ELTIS Plus project manages and maintains the ELTIS website and organises training, promotion and awareness raising activities on sustainable urban mobility plans. See www.mobilityplans.eu.

1.2.2.6.3 The service provider should maintain close contact with the Commission's project officer. The service provider should respond to requests from the project officer within 3 working days and may be requested to attend regular meetings in Brussels or via telephone with the aim to exchange information and to coordinate and evaluate the activities which have been carried out or are planned.

1.2.2.6.4 The service provider should ensure regular reporting and provide regular overviews of progress, including financial elements. Two months after the start of the contract an Inception Report should be submitted. In the framework of this report, a set of performance indicators will be agreed with the Commission. The implementation of the contract will be monitored through progress and interim reports, which provide an overview of the progress in implementation, resource use, main achievements, outputs and impacts.

1.2.2.6.5 The performance indicators from the Inception Report will be used to assess the success of the initiative. In each progress and interim report the service provider should undertake an evaluation both in terms of outputs and wider impacts of the work undertaken.

1.2.2.6.6 A proactive coordination with the European Mobility Week coordination and relevant other EU programmes and initiatives should be guaranteed.

1.2.2.6.7 The interim implementation report should include proposals for mechanisms to sustain the campaign after the end of the contract.

1.2.2.6.8 The Contractor must provide the Commission, at any time during the contract execution, and in accordance with the development stage of the applications and products, full product description, requirement specifications, charts, source codes and any other supporting documentation and application manuals, within ten working days from the date of a written request, in order to allow the Commission to fully use and further develop the applications and products that have been used and developed during the project in accordance with the Draft Service Contract, General Conditions, Article II.8.

1.2.3. *Workplan*

1.2.3.1. Detailed workplan

Using these Tender Specifications as a starting point, tenderers should include in their tender a detailed work plan addressing all specific tasks, using a Gantt chart and clear explanations to detail their proposed approach and concrete steps to implement it. The work plan should explain the various tools and outputs foreseen within each task and include details of the target groups to be addressed, eventual agreements that will be needed with relevant stakeholders and multipliers of information, milestones, deliverables, reports, co-ordination meetings with the Commission, reporting, allocation of responsibility to team members, etc. The tender should include an overview of the planned efforts per three month period. Potential subcontracts should be explicitly identified and listed in the tender.

The tender should demonstrate a good understanding of the challenges linked to awareness raising campaigns. The tender should include proof of the relevant human and organisational capacities and contacts, as well as financial capabilities and guarantees. The tender should include a proposal for an experienced project manager, who will enable the project team to deliver its work on time and to a commonly agreed level of quality and completeness, following the agreed methodology. The project manager will maintain regular contact with the project officer at the Commission ensuring that he/she is kept up to date with the progress of the work, including financial elements. A checklist for the tender is included in Appendix 1.

A kick-off meeting will take place in Brussels, at the latest 15 working days after the signature of the contract, in order to settle all the details of the tasks to be undertaken. Formal co-ordination meetings with the Commission shall be held in Brussels, if necessary every three months, in order to enable the contracting parties to discuss the work accomplished and achievements. The service provider shall prepare minutes of each meeting, to be approved by the Commission, and shall take full account of any suggestions made. Ad-hoc co-ordination meetings may be organised if required. It is important that the tender explains the intended ways of keeping day-to-day contact with the Commission and how attendance at meetings in Brussels which are called at short notice will be ensured.

1.2.3.2. Overview of deliverables

This list includes the project deliverables, including the official interim and final reports (see 1.3.1.).

Deliverable description	Task reference	Due time after the contract signature
Guidance note on campaign partnerships	1	End month 1
Campaign material and corporate identity handbook	1	End month 4
Inception Report	1, 2, 3, 4, 5	End month 2
Progress Report	1, 2, 3, 4, 5	End month 10
Interim implementation report with interim financial statement	1, 2, 3, 4, 5	End month 19
Progress Report	1, 2, 3, 4, 5	End month 28
Final Report	1, 2, 3, 4, 5	End month 37

Tenderers are reminded that significant efforts will be needed during the first months after the signature of the contract. They are therefore requested to explicitly confirm in the tender that they have the necessary human resources for this effort available.

1.2.3.3. Further suggestions and ideas

In addition to their response to the requirements included in these specifications and within the given volume of the contract, the tender may include further optional suggestions and ideas for the design and management of the European campaign and/or the possible campaign-partnerships and synergies. Optional suggestions for the implementation of the specific tasks may be included. Optional suggestions for the organisation of the special award to encourage sustainable urban mobility plans could also be made. These optional suggestions and ideas should be clearly and explicitly indicated in the tender. Tenderers are reminded that their optional suggestions and ideas will be taken into account in the evaluation process.

1.3. Reports and documents to produce – Timetable to observe

Execution of tasks begins immediately after the date on which the contract enters into force. All reports should address all specific tasks.

1.3.1. Interim reports

- Inception Report, including an outline of the work programme, proposals for the award to promote sustainable urban mobility plans. The Inception Report must be submitted at the end of month 1 (one) in the form of a final draft.
- 1 (one) progress report covering the month 1 (one) – 9 (nine) of the action at the end of month 10 (ten)
- 1 (one) progress report covering the month 19 (nineteen) - 27 (twenty-seven) of the action at the end of month 28 (twenty-eight)
- 1 (one) interim implementation report and 1 (one) interim financial statement covering month 1 (one) to month 18 (eighteen) of the action at the end of month 19 (nineteen), which should have detailed documentation of the current status of work and the implementation of the contract as annex.

The Commission shall have 20 (twenty) days from receipt to approve or reject each report. Within 20 (twenty) days of receiving the Commission's observations, the Contractor will submit additional information or another report.

The contractor is obliged to inform the Commission about the progress of the activities in accordance with the conditions of the draft service contract. The reports should detail the performance in relation to the work programme, including occurred difficulties and corrective measures proposed/undertaken. They should also detail the list of work planned for the reference period, the list of work carried out, the human resources used for each activity, and the list of work planned for the following reporting period.

1.3.2. Final Report

The contractor will submit a draft final report to the Commission at the latest 37 (thirty-seven) months after the signature of the contract.

The draft final report will contain 1 (one) final implementation report and 1 (one) financial statement covering month 1 (one) to month 36 (thirty-six) describing all the work carried out and the results obtained in performance of the contract and the resources used for each task.

Within 45 (forty-five) days after the submission of this draft final report, the Commission will provide the contractor with its comments on the draft final report. The Contractor shall have 20 (twenty) days in which to submit additional information or a new final report.

1.3.3. Report format and publication

Three copies of the reports shall be supplied in English in paper form, and one copy in editable electronic form, either in MS Word or in HTML format.

The Commission may publish the results of the study. For this purpose, the tenderer must ensure that the study is not subject to any restrictions deriving

from intellectual property rights of third parties. Should he intend to use data in the study, which cannot be published, this must be explicitly mentioned in the offer.

1.4. Duration of the tasks

The duration of all tasks to be performed shall not exceed 40 (forty) months. This period is calculated in calendar days.

1.5. Place of performance

The tasks will be performed on the contractor's premises. However, meetings between the contractor and the Commission may be held on the Commission's premises in Brussels.

1.6. Estimate of the amount of work involved

The total amount of work involved to carry out this contract is assessed at 3125 person-days.

2. TERMS OF CONTRACT

In drawing up his offer, the tenderer should bear in mind the provisions of the draft contract attached to this invitation to tender (Annex 5). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure. The Commission may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

2.1. Terms of payment

Payments shall be made in accordance with the provisions specified in Annex 5, the draft service contract

2.2. Financial guarantees

Guarantee on pre-financing

For any pre-financing higher than 150,000 EUR, a financial guarantee equivalent to the amount of the pre-financing will be requested.

Depending on the financial situation of the tenderer, the Commission may ask for the financial guarantee for amounts lower than 150,000 EUR.

2.3. Subcontracting

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

Tenderers must ensure that Article II.17 of the contract (Annex 5) can be applied to subcontractors. Once the contract has been signed, Article II.13 of the above-mentioned contract shall govern the subcontracting.

2.4. Legal form to be taken by the grouping of service providers to whom the contract is awarded (if applicable)

Groupings, irrespective of their legal form, may submit bids. Tenderers may, after forming a grouping, submit a joint bid on condition that it complies with the rules of competition. Such groupings (or consortium) must specify the company or person heading the project and must also submit a copy of the document authorising this company or person to submit a bid. If awarded, the contract will be signed by the company or the person heading the project, who will be, vis à vis the Commission, the only contracting party responsible for the performance of this contract. Tenders from a consortium of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member of the consortium or group. Each member must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (in their entirety) and award criteria.

3. FORM AND CONTENT OF THE TENDER

3.1. General

Tenders must be written in **one of the official languages** of the European Union.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc...). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

3.2. Structure of the tender

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

3.2.1. Section One: administrative proposal

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 1, 2 and 3):

- Tenderers' identification (Annex 1)
 - All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.
 - If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

Each tenderer (including subcontractor(s) or any member of a consortium or grouping) must complete and sign the identification forms in Annex 1 and also provide above-mentioned documents. However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.

- Financial identification (Annex 2)

The **bank identification form** must be filled in and signed by an authorised representative of the tenderer and his/her banker. A standard form is attached in Annex 2 and a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

In the case of a grouping, this form must only be provided by the person heading the project.

- Legal entities (Annex 3)

The legal entity form in Annex 3 must be filled in and should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

In the case of a grouping, this form must only be provided by the person heading the project.

The Commission reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

3.2.2. Section Two: Technical proposal

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

Attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal must provide all the information needed for the purpose of awarding the contract. A Technical Proposal Checklist is included in Appendix 1.

3.2.3. Section Three: Financial proposal

- All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:
- Prices must be quoted in **EURO**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.

- Prices must be fixed amounts and include all expenses, such as travel expenses and daily allowances.
- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;
- **Prices shall be fixed** and not subject to revision during the performance of the contract;
- For each category of staff involved in the project, the tenderer must specify:
 - the total labour costs;
 - **the daily rates and total number of days** (man/days) each member of staff will contribute to the project;
 - other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity.

Bids involving more than one service provider (consortium) must specify the amounts indicated above for each provider.

4. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

4.1. Exclusion criteria (exclusion of tenderers)

4.1.1. Exclusion criteria (Article 93 Financial Regulation¹⁶)

1. To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:
 - (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
 - (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - (e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
 - (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation¹⁷ for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.
2. The cases referred to in point IV.1.1. e) above shall be the following:
 - a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
 - b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);

¹⁶ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002).

¹⁷ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

- c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
- d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

4.1.2. Other cases of exclusion (Article 94 Financial Regulation)

Contracts will not be awarded to tenderers who, during the procurement procedure:

- a) **are subject to a conflict of interest;**

Tenderers must declare:

- that they do not have any 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 affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

The Commission reserves the right to check the above information.

- b) **are guilty of misrepresentation** in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.
- c) find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1. above for this procurement procedure.

4.1.3. Evidence to be provided by the tenderers

1. When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium or grouping) shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations mentioned above (cf. IV.1.1 and VI.1.2). For that purpose, they must complete and sign the form attached in Annex 4. Where the tenderer is a legal entity, they shall, whenever requested by the Commission, provide information on the ownership or on the management, control and power of representation of the legal entity.

2. The tenderer to whom the contract is to be awarded shall provide, within 15 calendar days after notification of the results of the procurement procedure and in any case before the signature of the contract, the following evidence, confirming the declaration referred to above:

The Commission shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point IV.1.1 (a), (b) or (e) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

The Commission accepts, as satisfactory evidence that the tenderer is not in the situation described in point IV.1.1 (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is 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.

3. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 1 and 2 above shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

4. When the subcontracted part is above 20% of the contract value, the subcontractor(s) must also provide the above-mentioned declaration on honour. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence referred to in paragraphs 2 and 3 above.

5. The Commission reserves the right to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by Directorates General for Mobility and Transport and provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

4.1.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Union budget may be subject to administrative or

financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules¹⁸.

4.2. Selection criteria (selection of tenderers)

To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

4.2.1. Economic and financial capacity – References required

Tenderers must have financial capacity to handle the contract. This means that the average annual turnover of the tenderers for the last three financial years must exceed 3.0 Million EUR and the cash and cash equivalents of the tenderers at the end of the last three financial years must be positive. In case of a consortium consisting of several service providers, these criteria apply collectively to the members of the group (together) excluding sub-contractors whose tasks represent less 10.000 EUR.

Evidence of this capacity shall be furnished on the basis of the following documents:

- the balance sheets or extracts from balance sheets for the last three financial years
- statements of overall turnover and turnover relating to the relevant services for the last three financial years.

4.2.2. Technical and professional capacity – References required

Tenders should include the necessary details to demonstrate the degree of technical and professional capacity of the service provider to carry out the requested tasks by providing information on each of the criteria referred to below. If several service providers/subcontractors are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them.

By submitting a tender, a legal entity involved therein accepts the possibility of a check being carried out by the Commission on its technical capacities and, if necessary, on its facilities and quality control measures.

In view of the specific nature of the contract, the service provider(s) or eventually subcontractors must demonstrate the availability of:

¹⁸ Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, last amended by Commission Regulation (EC, Euratom) n° 478/2007 of 23 April 2007, OJ L 111 of 28 April 2007, p.1.

- a) Staff with a university level degree and at least 5 years' experience in working with media on promotion, communication and awareness raising activities.
- b) Staff with a university level degree and at least 5 years' experience in developing and implementing Europe-wide awareness raising campaigns using local, regional and national partners.
- c) Staff with proven competence and at least 5 years' experience in contract and financial management of EU-grants allocated to public bodies.

Tenderers should provide with their offer detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.

The CVs shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

4.3. Evaluation of tenders –award criteria

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.

Only bids that have reached a total score of a minimum of 70% and a minimum score of 60 % for each criterion will be taken into consideration for awarding the contract.

- a) Technical evaluation criteria with maximum score per criteria

N°	Award Criteria	
1	<p>Understanding of the scope and ambition of the initiative</p> <p>The following items are covered by this criterion:</p> <ul style="list-style-type: none"> • appreciation and understanding of the aims and context of the work to be undertaken; • appreciation and understanding of the challenges related to the organisation of Europe-wide awareness raising campaigns; • appreciation and understanding of the challenges related to the need to work together with a wide variety of national, regional and local partners involved in implementing campaigns; • quality, completeness, clarity and presentation of the tender. 	– 20%
2	<p>Proposed implementation of the awareness campaign design and management; and the organisation of the award to promote sustainable urban mobility plans</p>	– 50%

	<p>The following items are covered by this criterion:</p> <ul style="list-style-type: none"> • approach for developing the campaign plan and campaign material, including corporate identity; • approach for the national campaigns; • approach for the initiatives in other countries; • approach for organising the special award to encourage sustainable urban mobility plans; • methodology for handling inquiries and user feedback. • availability of the necessary staff capacities. 	
3	<p>Proposed management approach</p> <p>The following items are covered by this criterion:</p> <ul style="list-style-type: none"> • strategy for contract management, coordinating and managing the team, reporting, meeting deadlines, ensuring responsiveness and interaction with the Commission; • approach for ensuring interaction with stakeholders, availability of relevant contacts, co-ordination with other initiatives, in particular the European Mobility Week; • methodology for quality control, evaluation and measurement of impacts. 	– 20%
4	<p>Suggestions for further ideas</p> <p>The following items are covered by this criterion:</p> <ul style="list-style-type: none"> • innovation, creativity and realism of the further ideas; • added value of implementing the further ideas. 	– 10%
Total number of points		– 100%

b) Total price

The contract will be awarded to the tender which offers the best ratio quality/cost.

4.4. Information for tenderers

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

Upon written request, the Commission will inform the rejected tenderers of the reasons for their rejection and the tenderers having submitted an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

5. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria)
5. Draft Service Contract

APPENDIX - Checklist

ANNEX 1

IDENTIFICATION OF THE TENDERER

(Each service provider, including subcontractor(s) or any member of a consortium or grouping, must complete and sign this identification form)

Call for tender ENER/DDG1/C/3/562-1/2010

– 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)¹⁹ –

– 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) :
- Position (e.g. manager):
- Telephone number:

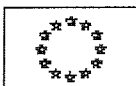
¹⁹ For natural persons

ANNEX 2

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model and that a specific form for each Member State is available at the following Internet address:

http://ec.europa.eu/budget/execution/ftiers_en.htm



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/fliers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>

BANK	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN ⁽²⁾	<input type="text"/>

REMARKS:	<input type="text"/>
----------	----------------------

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾

DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)
DATE <input type="text"/>

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent

⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

ANNEX 3

Legal entity form

Complete the legal entity form, which should be accompanied by a number of supporting documents, available on the Web site:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

In the case of a grouping, this form must only be provided by the person heading the project.

ANNEX 4

DECLARATION BY THE TENDERER

Each service provider, including subcontractor(s) or any member of a consortium or grouping, must sign this declaration

1. In accordance with Article 93 of the Financial Regulation²¹, I declare on my honour that I am not in any of the following situations which would exclude me from participating in this procurement procedure:
 - a) I am not bankrupt, being wound up or having my affairs administered by the courts, I have not entered into an arrangement with creditors, I have not suspended business activities, I am not the subject of proceedings concerning any such matters, and I am not in any similar situation arising from a similar procedure provided for in legislation or regulations;
 - b) I have not been convicted of an offence concerning my professional conduct by a judgment which has the force of res judicata;
 - c) I have not been found guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) I have not failed to fulfil obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which I am established or with those of the country or the contracting authority or those of the country where the contract is to be performed;
 - e) I have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
 - f) I am currently not subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.
2. In addition, the undersigned declares on his or her honour:
 - a) that on the date of submission of the tender, the company or organisation I do represent and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; I undertake to inform the Commission without delay of any change to this situation after the date of submission of the tender.

²¹ Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

- b) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

Done at on.....

Name

Title

Signature:

ANNEX 5



EUROPEAN COMMISSION

DG

Directorate
Unit

DRAFT SERVICE CONTRACT

CONTRACT NUMBER – ENER/DDG1/C/3/562-1/2010 []

The European Union (hereinafter referred to as "the Union"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr , Director in the Directorate-General for Mobility and Transport, Directorate B

of the one part,

and

[official name in full]

[*official legal form* (Delete if contractor is a natural person or a body governed by public law.)]

[*statutory registration number* Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I – Tender Specifications (Invitation to Tender No [] of []) and Monitoring

Annex II – Contractor's Tender (No [] of [])

which form an integral part of this contract (hereinafter referred to as "the Contract").

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 Tender (Annex II).

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 Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I – Special Conditions

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is the organisation and implementation of a Europe-wide awareness raising campaign on sustainable urban mobility to accompany the annual European Mobility Week, starting with its tenth edition in 2011.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

ARTICLE I.2 – DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 36 months. The timetable for the full execution of the contract will not exceed 40 (forty) months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The maximum total amount to be paid by the Commission under the Contract shall be EUR covering all tasks executed.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1. Pre-financing:

Following signature of the Contract by the last contracting party, within 30 days of

- the receipt by the Commission of a duly constituted financial guarantee equal to at least EUR
- the receipt by the Commission of a request for pre-financing with a relevant invoice

a pre-financing payment of EUR equal to 30 % of the total amount referred to in Article I.3.1 shall be made.

I.4.2 Interim payment:

Requests for interim payment by the Contractor shall be admissible if accompanied by:

- an interim technical report in accordance with the instructions laid down in Annex I.
 - the relevant invoice(s)
- provided the report has been approved by the Commission.

The Commission shall have twenty days from receipt to approve or reject the report, and the Contractor shall have twenty days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to EUR equal to 40 % of the total amount referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final technical report in accordance with the instructions laid down in Annex I
 - the relevant invoice(s)
- provided the report has been approved by the Commission.

The Commission shall have forty-five days from receipt to approve or reject the report, and the Contractor shall have twenty days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to EUR equal to 30 % of the total amount referred to in Article I.3.1 shall be made.

For Contractors established in Belgium, the provisions of the Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.

For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.

ARTICLE I.5 – BANK ACCOUNT

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

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

[IBAN code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

European Commission

Directorate-General for Mobility and Transport

Directorate Trans-European transport networks & Smart transport

Unit Clean Transport, Urban Transport & Intelligent Transport Systems

B-1049 Bruxelles

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[*Company name*]

[Official address in full]

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The Contract shall be governed by Union law complemented, where necessary, by the national substantive law of Belgium.

I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract 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. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Director of the Shared Resource Directorate MOVE/ENER, acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, 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. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

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:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised using 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;
- 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 institution or body;
- 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 – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for 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.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

II.1.4. The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

II.1.5. The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;

the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on

his own initiative record it and report it to the Commission. 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 his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

II.2.1. The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests 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. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1

the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

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,

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.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

an interim technical report in accordance with the instructions laid down in Annex I;
the relevant invoices indicating the reference number of the Contract to which they refer;
statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

to approve it, with or without comments or reservations, or suspend such period and request additional information; or

to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

a final technical report in accordance with the instructions laid down in Annex I;

the relevant invoices indicating the reference number of the Contract to which they refer;

statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

to approve it, with or without comments or reservations, or suspend such period and request additional information; or

to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("*the reference rate*") plus seven percentage points ("*the margin*"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

II.6.1. If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 – REIMBURSEMENTS

II.7.1. Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3. Travel expenses shall be reimbursed as follows:

a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;

b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;

b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;

c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;

d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into force.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance

of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise the Commission 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 I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.

II.10.4. 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 Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

II.11.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.11.2. The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

II.11.3. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.11.4. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

II.12.1. Force majeure shall mean any unforeseeable 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.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.15 – TERMINATION BY THE COMMISSION

II.15.1. The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his 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) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's ' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination:

In the event of the Commission terminating the Contract in accordance with this Article 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 work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.

II.17.2. The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

II.17.3. In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC)

No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor,

For the Commission,

[*Company name*/forename/surname/function] [forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

ANNEX I

Tender Specifications and Monitoring

The purpose of this Annex is to enable the Commission to conduct, throughout the duration of the Contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the Contract.

So that the Commission can regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications, appropriate monitoring, assessment, and supervisory procedures shall be set up.

For these purposes, this Annex shall include all necessary details, in particular, where relevant, the following:

schedule of interim and final reports – terms for approval, structure and content (where provision is made for such reports and a specific annex is not necessary);

schedule of audits to be carried out in accordance with Article II.17 of the Contract.

All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

ANNEX II

Contractor's Tender

6. APPENDIX

Technical Proposal Checklist

General questions applicable to all the tasks

- Please explain which staff will work on the different tasks.
- Please explain your strategy for respecting the time-frame of the project.
- Please explain your strategy for guarantying the geographical coverage of the service.
- Please explain how you will address language barriers.
- Please explain your approach to ensure that there are no restrictions based on confidentiality and/or intellectual property rights from any third party due to the publication of all documents and tools relative to this tender.
- Please explain how you will coordinate the work with other relevant initiatives, including the European Mobility Week.
- Please explain how quality control will be implemented.
- Please explain how you will provide financial guarantees to cover possible imbalances in cash flow and how you will address possible tax or VAT issues.

Specific Task 1 - Awareness Campaign design and management

- Tenderer's proposal to implement this task (*if not covered by the questions below*)
- Please explain how the campaign plan and campaign material will be developed.
- Please explain how the minimum standards will be developed.
- Please explain how the campaign handbook will be developed.
- Please explain how the establishment of campaign-partnerships at national, regional and local level will be supported.

Specific Task 2 -Management of the National campaigns

- Tenderer's proposal to implement this task (*if not covered by the questions below*)
- Please explain how the National campaigns will be managed.
- Please explain how the activities at local, regional and national level will be overseen.
- Please explain how the application of the minimum standards of the campaign will be checked.

Specific Task 3 - Management of other national initiatives

- Tenderer's proposal to implement this task (*if not covered by the questions below*)

- Please explain how the other national initiatives will be managed.
- Please explain how the activities at local, regional and national level will be overseen.
- Please explain how the application of the minimum standards of the campaign will be checked.

Specific Task 4 - Organisation of a special award for sustainable urban mobility plans

- Tenderer's proposal to implement this task *(if not covered by the questions below)*
- Please explain how the call for applications for the special award to encourage sustainable urban mobility plans will be organised.
- Please explain how the hand over ceremony of the award could be organised.

Specific Task 5 - Overall coordination and contract management

- Tenderer's proposal to implement this task *(if not covered by the questions below)*
- Please explain what flexible, reactive and dedicated management structure will be set up.
- Please explain how inquiries will be handled.
- Please explain how close contacts to the Commission's project officer will be maintained.
- Please explain how performance indicators will be established and monitored and how the outputs and wider impacts of the work undertaken will be evaluated.

