

**TENDER SPECIFICATIONS**  
**ATTACHED TO THE INVITATION TO TENDER**

**Invitation to tender No. TREN/B1/297-2009 concerning  
"Preparing the Northern Dimension Partnership on Transport and Logistics"**

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## I. SPECIFICATIONS

### I.1. Introduction

#### *Background*

Following the decision at the Summit in November 2006, the Northern Dimension was transformed into a genuinely common policy between its four partners. The Northern Dimension forms the regional reflexion of the Four Common Spaces between the EU and Russia with the participation of Norway and Iceland when appropriate. The Northern Dimension offers a functioning platform for mutually beneficial cooperation across the region to address common challenges.

The Northern Dimension spans a vast geographical area covering the northern EU Member states, Norway, Iceland, Northwest Russia, the Baltic Sea Region, Barents Region and the Arctic. USA and Canada are observers and the policy encourages expert level cooperation with Belarus. The Northern Dimension covers a range of cooperation sectors and it contributes in increased coordination and synergy between various actors in the region.

The Northern Dimension provides a common framework for the promotion of dialogue and concrete cooperation in addressing challenges and opportunities in Northern Europe. The two existing Northern Dimension partnerships, the Environmental Partnership and the Partnership in Public Health and Social Well-being, are the most notable examples of concrete Northern Dimension cooperation. The Northern Dimension aims at addressing the special regional development challenges of northern Europe, including i.a. insufficient transport and border crossing facilities.

The Northern Dimension Partners asked in the November 2006 Summit the Northern Dimension Senior Officials to examine the desirability of a Northern Dimension Partnership on Transport and Logistics. In their meeting in St. Petersburg on the 21 November 2007, the Northern Dimension Senior Officials agreed to set up a Working Group, which started its work in January 2008. The Working Group completed its work in June 2008 and submitted its report to the Northern Dimension Steering Group's consideration in view of the meeting of the Northern Dimension Ministers later in autumn 2008. On 28 October the Northern Dimension Ministers decided to set up the Partnership as of 1 January 2010. They also set up a Preparatory Committee, led by the Commission, to address the open issues that would need to be addressed before the Partnership can be established. These include the appropriate legal form, size and location of the proposed Secretariat, and interim arrangements allowing preparatory work to start as soon as possible.

#### *Aims of the Partnership*

The Working Group's recommendations are summarised as follows (see the Working Group's report in annex 1 for further details):

- **Focus** of the Partnership: the Northern Dimension region; all modes of transport; both infrastructure and non-infrastructure related bottlenecks (horizontal measures); implementation of a limited number of projects on major transnational connections (the Northern Axis) as well as development of common objectives and which are of interest to at least two of the partners.

- A three-level **institutional structure**: High Level/Ministerial Meetings, a Steering Group supported by expert working groups and a permanent Secretariat. The Partnership should be based on an appropriate legal form.
- **Early deliverables** of the Partnership by 2012: (i) Setting-up of a database on trade and traffic volumes, infrastructure quality; (ii) An agreed methodology on the identification of both infrastructure and non-infrastructure related bottlenecks with the view to improving transport connections and logistic processes between the countries concerned; (iii) An agreed methodology on project evaluation and appraisal that meets the highest international standards; (iv) Establishment and dissemination of best practice on project preparation and financing including also PPPs to ensure bankability; (v) Establishment and dissemination of best practice on horizontal measures; and (vi) A list of Northern Dimension priority projects of common interest covering both infrastructure and horizontal measures.

## I.2. Purpose of the contract

The objective of this contract is to provide the Commission services with logistic and technical support for the interim period in 2009 allowing preparatory work to start before the Partnership is up and running and fully operational in 2010. More specifically, the contractor will provide input to the expected early deliverables of the Partnership, listed above, by carrying out the following tasks in close collaboration with the Commission services:

1. Provide an updated **trade and traffic** analysis and forecast with a focus on the Northern Dimension region for a base year (e.g. 2005) and for 2020 and 2030 horizon. All modes of transport, both passenger and freight, should be covered as well as all relevant trade partners of the EU and the other Northern Dimension Partners. In addition to reporting the results in the interim report 1, the output of this task will also include a series high quality maps illustrating the trade flows, traffic volumes in total and by mode.
2. Make recommendations on a **minimum data set** that would be needed to allow continuous and effective monitoring of the implementation of the objectives of the Partnership and taking into account availability of statistics and data. This work should build on, not duplicate, earlier work carried out notably under the projects on *Analytical support framework to monitor the implementation of the infrastructure and "soft" measures proposed by the High Level Group* (so called "N'Axis" project, see <http://www.ten-naxis.info/>), on *Scenarios, traffic forecasts and analysis of traffic flows including countries neighbouring the European Union* and on *Analytical support for monitoring the implementation of the major transnational transport axes connecting the EU and its neighbours* (see [http://ec.europa.eu/ten/transport/studies/index\\_en.htm](http://ec.europa.eu/ten/transport/studies/index_en.htm)).
3. Closely cooperating with the International Financial Institutions (IFIs), draw up a guidebook on a sound **methodology on project evaluation and appraisal** including economic and financial, environmental and social sustainability. This methodology should be based on the approaches and criteria used by the IFIs, in particular the EIB, EBRD, NIB and the World Bank as well as on those proposed by state-of-the-art research projects such as *Developing Harmonised European Approaches for Transport Costing and Project Assessment* (so called HEATCO project, see <http://heatco.ier.uni-stuttgart.de/>).

4. Based on the output of task 1, and working closely with the IFIs, provide an update of the **preliminary list of infrastructure projects** that was included in the Working Group's report by removing projects that are already underway/close to completion and by including missing projects.
5. Based on the output of task 1, draw up and apply a **methodology to identify non-infrastructure related bottlenecks** (horizontal measures) that delay traffic along the Northern Axis and more generally in the Northern Dimension region. The output of this task should be a **preliminary list of measures** to remove the bottlenecks. Again, the work should build on, not duplicate, earlier work carried out (see task 2).
6. Based on the tasks 1-5, propose a **methodology with the view to drawing up a short list of projects and measures** allowing thus to prioritise among the projects and measures included in the indicative lists. The methodology should include i.a. the following elements: common interest of at least two of the countries concerned, optimal time of implementation, bankability and relative economic, environmental and social impacts of the projects and measures.
7. At the request of the Commission services, organise a series of **meetings and/or conferences** that would primarily but not exclusively take place in the Northern Dimension region. The contractor would cover the logistics costs of the meetings (e.g. venue, interpretation, copying of documents) as well as reimbursement of travel and accommodation costs of participants when requested by the Commission. The contractor may be requested to keep the minutes of these meetings/conferences and to make presentations of the work carried out. It should be noted that the achievement of the meetings/conferences will only take place on Commission's request.  
A typical meeting would involve app. 20 participants and a conference some 80 participants. In both cases, travel and accommodation costs would be reimbursed to app. 20 participants.

The successful completion of this study with a satisfactory quality level requires direct and proactive contacts to ensure an appropriate involvement of the actors considered as data sources. The tender should detail the work method that will be used to liaise with the actors, including national administrations, to have access to the relevant information, to collect data, to check and ensure the data quality, and any other methodological aspects considered as relevant. The work method should aim at minimising the burden on promoters, public administrations and institutions when cooperating with the study.

The Directorate General for Energy and Transport has established an in-house Geographical Information System (GIS) with the aim of supporting the activity of monitoring the progress of the development of the trans-European transport network and its performance. The existing databases and data are integrated in the system according to GISCO rules for data integration (see Annex 2 - 'Information on current Commission's GIS'). All the results (data, maps etc.) of this study should be integrated into the Commission's GIS.

### **I.3. Reports and documents to produce - Timetable to observe**

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

A **kick-off meeting** will take place in Brussels, at the latest 15 days following the signature of the contract, in order to settle all the details of the study, reports, etc. to be undertaken.

The **second meeting** will take place in Brussels, at the latest 30 days following the submission of the first interim report to discuss the Commission's preliminary comments.

The **third meeting** will take place in Brussels, at the latest 30 days following the submission of the second interim report to discuss the Commission's preliminary comments.

The **fourth meeting** will take place in Brussels, at the latest 30 days following the submission of the third interim report to discuss the Commission's preliminary comments.

The Contractant should also foresee a series of other meetings with the Commission services that may be needed to discuss technical issues in more detail.

### ***I.3.1. Interim reports***

The **first interim report** showing progress of the work shall be submitted to the Commission at the latest three (3) months after the date of signature of the contract. The first interim report should include completed tasks 1 and 2 and report on progress in the other tasks.

The Commission shall have forty-five (45) days from receipt to approve or reject the report. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or another report.

The **second interim report** showing progress of the work shall be submitted to the Commission at the latest six (6) months after the date of signature of the contract. The second interim report should include completed tasks 4 and 5 and report on progress in the other tasks.

The Commission shall have forty-five (45) days from receipt to approve or reject the report. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or another report.

The **third interim report** showing progress of the work shall be submitted to the Commission at the latest ten (10) months after the date of signature of the contract. The third interim report should include completed task 3 and report on progress in the other tasks. The guidebook of task 3 shall be presented as a separate self-standing document; it should have user-friendly presentation and be of high quality. When approved by the Commission services, the contractor should provide 50 copies of it.

The Commission shall have forty-five (45) days from receipt to approve or reject the report. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or another report.

### ***I.3.2. Final report***

The contractor will submit a draft final report to the Commission at the latest fourteen (14) months after the signature of the contract.

Within forty-five (45) days after the submission of this draft final report the Commission will provide the contractor with its comments on the draft final report and the date of a **fifth meeting** in Brussels will be agreed in order to discuss the Commission's observations.

After this meeting, the Contractor shall have 20 days in which to submit additional information or a new final report.

### ***I.3.3. Report format and publication***

Two (2) copies of the reports shall be supplied in paper form and one copy in electronic form, either in MS Word or in HTML format. All the results of the tasks should be presented in a GIS database in addition to the map forms, in a format compatible with the Commission's GIS system (in at least one of the following formats: ESRI shapefile(s) or ArcGIS Feature database (Personal Geodatabase)).

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.

### **I.4. Duration of the tasks**

The duration of the tasks shall not exceed **sixteen (16) months**. This period is calculated in calendar days.

### **I.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 Commission premises in Brussels.

### **I.6. Estimate of the amount of work involved**

The amount of work involved to carry out this contract is assessed at 250 person-days. The reimbursable expenses under task 7 should not exceed EUR 120 000.

## **II. 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.

### **II.1. Terms of payment**

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

### **II.2. Financial guarantees**

#### **Guarantee on pre-financing**

For any pre-financing higher than 100,000 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 100,000 EUR.

### **II.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.

### **II.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.

### III. FORM AND CONTENT OF THE TENDER

#### III.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.

#### III.2. Structure of the tender

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

##### III.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](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](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.

### ***III.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.

Some guidelines are given below, but 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 should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must present in their bids a proposal on the methodology and the organisation of the work to carry out in the framework of the study.

The technical proposal must provide all the information needed for the purpose of awarding the contract.

### ***III.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 **euros**, 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 of the contractor necessary to carry out tasks 1-7.
- For task 7, the price should be presented separately **per meeting and per conference** including all costs as defined in point I.2 above. The achievement of the meetings/conferences will only take place on Commission's request. The reimbursable travel and daily subsistence allowance expenses should be based on Articles I.3 and II.7 of the draft contract (Annex 5).
- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities 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 Community 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** (person/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.**

## IV. 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.

### IV.1. Exclusion criteria (exclusion of tenderers)

#### *IV.1.1. Exclusion criteria (Article 93 Financial Regulation<sup>1</sup>)*

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 Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation<sup>2</sup> for being guilty of misrepresentation in supplying the

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<sup>1</sup> 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)

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 Community 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);
  - 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).

#### *IV.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.

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<sup>2</sup> 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.

#### ***IV.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 Directorate General for Energy 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.

#### ***IV.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 Community 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 Rules.<sup>3</sup>

### **IV.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.

#### ***IV.2.1. Economic and financial capacity – References required***

Tenderers must provide proof of their financial and economic capacity by means of the following documents: the balance sheets or extracts from balance sheets for the last three financial years, and a statement of overall turnover and turnover relating to the relevant services for the last three financial years.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to submit a tender. However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

#### ***IV.2.2. Technical and professional capacity – References required***

- 1) The proposed team members should have relevant education and competence in economics, transport planning and modelling, and statistical analysis.
- 2) The working experience of the team leader should be at least 10 years in the fields of transport planning in an international context. The team should include members with respectively at least 5 year experience in feasibility studies in the transport sector, economics, modelling and forecasting.
- 3) Measures that the tenderers will take to guarantee the good execution of the tasks, i.e. proof of the existence of an access authorization to specific databases or the capacity to obtain this access should the contract be awarded to them.
- 4) List of the main services and tasks delivered during the last five years as well as related amounts, dates and beneficiaries with mention of the sector they belong to (private/public) ;
- 5) Part of the contract which the service provider intends to subcontract.

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<sup>3</sup> 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.

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.

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 CV's 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.

#### IV.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 in their order of importance as weighted by percentage

Nº	Award Criteria	Weighting
1	Understanding of the terms of reference and the proposed methodology to achieve the objectives	40
2	Comprehensiveness of the forecasting tools and models proposed and their geographical detail	30
3	Organisation of the work and of the team, clarity of the proposal	30
<b>Total number of points</b>		<b>100</b>

b) Total price.

The total price used for the evaluation will be the sum of (i) the price of work involved to carry out this contract, (ii) the quotation for organising a typical meeting and (iii) the quotation for organising a typical conference, as defined in point I.2 above.

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

#### IV.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.

## **V. 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

# 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 TREN xx/xx/xxxx**

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) <sup>4</sup>	
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: Fax number: E-mail address:	

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<sup>4</sup> For natural persons

Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>5</sup></b> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

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<sup>5</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

## **ANNEX 2**

(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](http://ec.europa.eu/budget/execution/ftiers_en.htm)

## FINANCIAL IDENTIFICATION

### ACCOUNT HOLDER

NAME																															
ADDRESS																															
TOWN/CITY																POSTCODE															
COUNTRY											VAT NUMBER																				
CONTACT PERSON																															
TELEPHONE																FAX															
E - MAIL																															

### BANK

BANK NAME																														
BRANCH ADDRESS																														
TOWN/CITY																POSTCODE														
COUNTRY																														
ACCOUNT NUMBER																														
IBAN (optional)																														

REMARKS :

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE  
(Both Obligatory)

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DATE + SIGNATURE of ACCOUNT HOLDER :  
(Obligatory)

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## **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](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 Regulation<sup>6</sup>, 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 Communities' 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 Community 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.
  - b) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

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<sup>6</sup> 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.

Done at ..... on.....

Name .....

Title .....

Signature: