TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. MOVE / D4 / 2012 / 269 - 1 concerning an

"Information Campaign to increase public awareness on passenger rights
in all modes of transport"
I. SPECIFICATIONS

1. Introduction

The EU has now a comprehensive integrated set of basic passenger rights rules in all modes: air, rail, waterborne and road transport\(^1\). The rules on EU passenger rights provide minimum protection for citizens when using the different modes of transport but passengers are not always aware of their rights yet. The European Commission 2011 White Paper: "Road Map to a Single European Transport Area"\(^2\) envisages a specific strategy to better protect citizens when travelling, including those with disabilities and persons with reduced mobility. This strategy stresses, in between other measures, the general right of passengers to be informed of any circumstances of their travel including their rights.

The Commission continues to receive a large number of complaints from passengers on issues occurred when travelling by air and rail. This clearly indicates that even though there exist now a complete set of EU legal measures covering all modes of transport\(^3\), citizens are not completely aware of their rights yet.

The European Commission information campaigns on passenger rights started in 2009 with a campaign exclusively devoted to air passenger rights. In 2010 a new campaign was launched covering not only air passenger rights but rail passenger rights and disabled persons and persons with reduced mobility rights for both modes of transport.

In 2013, the European Commission will launch an Information Campaign on passenger rights for the next two years that will cover all modes of transport. This Information Campaign should continue the work carried out by the previous one and will raise awareness also on the rights of passengers introduced by the two new EU regulations, on maritime passenger rights and bus and coach passenger rights.

The Information Campaign shall take into account the lessons learned from the previous one. The report on the previous campaign will be provided to the contractor preparing the Information Campaign by the Commission for reference. The previous campaign was widely publicised throughout the media and the internet and the message spread was well received by the public. However, together with the positive feedback, the previous campaign has encountered a number of shortfalls to be overcome.

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\(^2\) COM(2011)144 final

\(^3\) The coach and waterborne Regulations will respectively enter into force by end 2012 and March 2013
The previous information campaign created the slogan “*passenger rights at hand*”, a dedicated website, posters, leaflets and video clips. The Information Campaign shall make use of the same slogan and some of the instruments already in place but will also modify and introduce some others. Moreover, as a general rule and also in view of the more limited budget, the Information Campaign should focus the resources on less but better initiatives with more impact in order to ensure a cost-efficient use of financial resources. New elements for going local shall be included to ensure that the targeted public, that is, the general public and disabled persons and persons with reduced mobility (PRM), are reached. To this aim the contractor shall suggest ways to include a local dimension for each of the initiatives under the information campaign.

In a world turning more and more paperless, appropriate relevance shall be given to new communication technologies like the use of social media and internet to spread information and raise citizens' awareness about their rights. To ensure inclusion of disabled and PRM passengers all the information has to be provided in accessible formats. To ensure that the campaign does not exclude those passengers not using yet internet, new paper tools that may prove more efficient than classic leaflets shall be suggested.

### 1.2. Purpose of the contract

The purpose of the contract is to conduct the diverse actions envisaged for the Information Campaign on passenger rights for all modes of transport in order to raise awareness amongst citizens of:

- Their rights as passengers for all modes of transport
- The different means of redress available to ensure the respect of these rights
- The active role played by the European Commission in developing and defending those rights.

In operational terms, the Information Campaign will cover the following actions:

1. Setting up and distribution of key messages in electronic format, electronic media and paper form such as websites, videos, leaflets, posters and others.

2. Organisation and active participation in public events such as exhibitions, fairs and other major events.

3. Organisation of a regular "Passenger Rights Day" using the momentum of major sports, social or other events. To do so the consultant shall work in close cooperation with the European Consumer Centers (ECC) network and with competent local authorities

4. Creation and production of gadgets as a "give away" to passengers or visitors of public events and other Information Campaign actions.

5. Passenger Rights Ambassador Campaign. This concept has been of a great success in the previous campaign and shall be kept and revisited. The Ambassador's initiative should be a great opportunity for the information campaign for going local

6. Enhancing the visibility of existing IT tools such as DG MOVE website and the new Commission Smartphone Application, including suggestions to "re-looking" the website to render it more citizens friendly.
7. Coordination measures of this Information Campaign with other information campaigns within the Commission (DG SANCO, JUST, MARKT, COMM) and Member States to maximise the extent of its coverage.

8. The evaluation measures foreseen under point "Evaluation of the Information Campaign".

In its proposal, the contractor is invited to come up with additional actions – and their respective tasks - that may be relevant for the Information Campaign. If it so wishes, the consultant is invited to explain why, in its view, some of the suggested actions has less added value than others and could then be dropped. The final list of actions to be tackled in the Information Campaign will be discussed with, and agreed by the Commission during the kick-off meeting of the Information Campaign.

The geographical scope of the Information Campaign is all EU Member States. The consultant may be asked by the Commission to pass on information and coordinate if advisable with initiatives that maybe organised in other countries in which the Regulation is applicable (i.e. Switzerland, Iceland and Norway).

Description of Tasks

The following cumulative tasks will have to be dealt with by the contractor:

A) Distribution of key messages in electronic format, electronic media and in paper form such as:

- **Websites:**
  
  o The contractor shall make use of the website created for the preceding information campaign (http://ec.europa.eu/transport/passenger-rights/en/index.html) and enhance its visibility. The contractor shall work on the content and the visual style of the website to make it more attractive and useful for passengers. The technical update and running of the website will be carried out by the Commission services which will also ensure coordination/avoid duplication with other existing Commission pages on passenger rights (DG MARKT, SANCO, COMM).

  o The contractor shall ensure an optimal website promotion, inter alia through the use of social media, the publication of the Information Campaign banner on the website of partners and explore the possibilities of including the banner in National Authorities and relevant stakeholders' own website.

- **Videos:**

  o On the basis of the videos produced and the experience gathered during the previous campaign, the contractor will analyse in the offer the advantages and disadvantages and the added value of producing a new video and how to ensure its optimal dissemination and promotion. If the proposal includes any video/s, these will carry the campaign messages across for all modes of transport. They

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shall be designed to be forceful and concise, and easy to be understood, without spoken text, by the European general public and they have to be suitable for the internet (notably for YouTube and Facebook) as well as for TV.

- **Leaflets:**

  - The contractor shall update the A5 format leaflets of the previous information campaign covering the air and rail sectors (e.g. European Commission (EC) new visual identity, clarity of the information contained and insertion of quick response codes in between others). The contractor shall create new leaflets for maritime passenger rights and coach passenger rights. The new leaflets shall have the same structure and layout as those of the previous campaign. The contractor shall find pictures on maritime and coach to be displayed in the leaflets. The Commission will provide the texts in English and the contractor will have to ensure adequate translation into the other official EU languages. The masters of the leaflets, posters and any other visual or written material shall be put at the disposal of the Commission for institutional purposes.

  - The contractor shall propose other written material that may work better than classic leaflets. This new written material may cover only the essential information on the rights and where to find more information and assistance (i.e. bookmarks, magnets).

  - Alternatively, the Commission may decide to work with main national operators or national ECC in order to evaluate the possibility of creating joint leaflets – Commission and national operators or national ECC - for those wishing to. In this case the contractor shall explore the creation of "a la carte" leaflets for those Member States which withhold derogations to the rules applicable, under the coordination and control of the Commission.

- **Posters:**

  They should be suitable to be displayed both in facilities frequented by passengers (such as airports, train stations, ports and bus/coach terminals) and vehicles (trains, ships, buses, coaches). These posters will be available in all EU official languages. The printing and distribution will be taken care of by the EU Publication Office.

  - As regards the descriptive poster from the 2009 aviation campaign (in white and blue colours), which gives a short description on the rights of air passengers, the contractor shall update this poster with the new colours, logo and new Commission visual identity and include a Quick Response Code –which may link either to the Commission Smartphone Application or the videos. The poster shall also contain updated information once the EU Court of Justice has provided clarity on the Joined cases C-402/07 and 432/07 (the Sturgeon case). The contractor shall develop the same kind of descriptive poster for rail, maritime and coach passenger rights.

  - As regards the five visual posters from the previous campaign with the yellow logo "Your passenger rights at hand" (two for cancelled flights -the bride and meeting-, one for disabled persons and persons with reduced mobility when travelling by air; one for lost luggage in aviation; and one for delayed train):
The contractor shall update these posters with the new Commission visual identity and include a Quick Response Code –which may link to relevant information. The contractor shall nevertheless revisit the idea behind the rail poster picture –delayed train- in order to come up with a new poster that transmits a more positive message. The contractor shall also develop the same kind of visual posters for maritime and coach passenger rights.

- The contractor shall pay special attention on suitable sizes for the different premises above mentioned envisaged above and make available posters in different sizes in coordination with managing authorities of the premises and of the undertakings in agreement with the Commission. The contractor shall explore the appropriateness of other public or private venues where the campaign could be displayed.

  - **Media campaign:** In order to promote the public awareness of passenger rights:

    - The contractor shall organise a pro-active media campaign and publicity on Internet in all EU Member States, both with general media and notably specialised media, especially prior to major travel periods.

    - The contractor shall explore possibilities to use the abovementioned media for publicising the campaign for free or at a low cost and come up with new ideas for distribution of the key messages.

    - The contractor shall come up with new proposals on the to design, set up and run. social network pages and Internet tools with special attention to the most relevant ones -e.g. Twitter and Facebook in between others- to maximise its use and effect.

  - **Publication in stakeholders'/specialised written or on-line magazines:** the contractor shall communicate with the principal travelling magazines, with the airports, tour operators, airlines, rail, coach and maritime passengers' magazines and explore the possibilities to advertise the information campaign once per contract year through these publications.

B) Organisation and Active participation in **public events**:

  - **Participation in International Public Events:** The experience of the previous campaign has shown that participation in fairs and other events is rather expensive and that the success cannot be clearly measured. Taking this into account and the limited budget available for the Information Campaign:

    - The contractor shall delineate, in close cooperation with DG MOVE and local EC offices in the Member States, how to improve the visibility of the Information Campaign in international events at a low cost. The contractor shall explore details of available choices and budgets involved.

    - The contractor shall explore the participation in additional events from organisations that would offer their space without additional budget burden. The contractor shall then propose possibilities of participating in those events taking into account the cost effectiveness ratio.
- **Passenger Rights Days**: based on previous experience and in cooperation with the European Consumers Centres and the National Authorities
  - The contractor shall organise regular Passenger Rights Days every year, taking advantage of the momentum created around major sport, social or other events.
  - Each passenger rights day can cover several Member States but all Member States should be covered by the end of the Information Campaign.

C) **Creation and production of useful and recognisable gadgets** as a "give away" to passengers or visitors of public events and other Campaign actions.

- The contractor shall create and produce nice, useful and novel gadgets related to travelling based on the experience of the previous campaign. The gadgets shall be durable and of good and sustainable quality (e.g. USB sticks, plastic luggage tags).
- The contractor shall ensure that all gadgets have the campaign logo in yellow and, when possible, show the web address, applications sign and Europe Direct Contact Centre telephone number.

D) **Passenger Rights Ambassador Campaign**. This concept has been of a great success in the previous campaign and shall be kept. The Ambassador's initiative should be a great opportunity for the information campaign to go local:

- The contractor shall develop new ideas for the future role of the ambassador and focus on specific events which might give an added value to this figure.
- The contractor shall get inspiration from other successful information campaigns using Ambassadors carried out by other Commission Directorates General and develop new ideas –e.g. a well-known local personality accompanying the Commission's Ambassador at local events- that help to publicise the Information Campaign.
- The contractor shall put the stress on how to link the actions endeavoured by the Passenger Rights Ambassador with major events taking place in Member States, e.g. EU Presidency, opening/refurbishing of transport premises or major sports events in between others.

E) **Exploring new IT tools**:

- The contractor shall make sure that the Information Campaign echoes and takes on-board the existence of any new tool or initiative that might be developed by Commission services through the different actions envisaged.

- **Smartphone application**: the Commission has developed an application to be downloaded in smartphones and tablets with complete information on EU air and rail passenger rights. The application is operational since June 2012.
  - The contractor shall make sure that the Information Campaign advertises the existence of this tool through the posters, leaflets, videos and other actions whenever relevant.
  - The contractor shall be ready to adjust the content of media information to advertise other new IT tools that might be developed such as My Flight project, - an information internet based tool that is being developed by Eurocontrol and DG MOVE.
F) Campaign coordination measures.

Based on previous experience, special attention shall be paid to coordination between actors involved when organising the actions of the Information Campaign. The various actions undertaken within the framework of the Information Campaign might involve, at some point, either different Commission departments or EC Representations in Member States or other stakeholders.

- The contractor shall guarantee that campaign actions are well coordinated to better development of the envisaged actions and to better allocation and efficiency of human and economic resources available.

- The contractor will have to coordinate and interact with National authorities and stakeholders within the field of passenger rights for all modes of transport: National Enforcement Bodies, European Consumer Centers, Consumer protection bodies, Companies and their associations, transport infrastructure operators and their associations, consumer organisations and passenger federations (including those for disabled persons and PRM) as well as tour operators.

G) Measure of public awareness on passenger rights in order to verify effectiveness of campaign

The contractor will be requested to undertake himself or organise available research comparing the level of awareness of passengers before and after the campaign, including an assessment showing the effectiveness and efficiency of specific actions undertaken during the campaign. The results of this analysis shall be summarised and documented in a report.

In particular, the contractor shall develop and apply an appropriate evaluation/control methodology such as a 'campaign impact questionnaire' to be addressed to the public attending the events included in the campaign. Any other evaluation/control measure is welcome. An evaluation of the impact of the various Information Campaign actions has to be carried out on a systematic basis.

H) Other tasks

The contractor might propose other tasks that he would find useful.

I) Final remark

Given the budget available for the contract, a detailed action plan to be proposed by the contractor will need to take into account the optimum cost-effectiveness ratio.

The Commission will have to be regularly informed of the work in progress through regular meetings between the contractor and the Commission. The final detailed concept of the Information Campaign and the concrete outputs of the project will have to be approved by the Commission services before release. The information campaign will be subject to an on-going evaluation during its whole duration to allow the Commission to take the necessary decisions/adjustments to maximise its success. In this sense, to keep some flexibility the Commission keeps the right to ask the contractor to exchange one task/output by another of similar cost if we judge it necessary in view of the results of the on-going evaluation, of further to unexpected events or new developments on internet tools and social media networks.
Evaluation of the Information Campaign

The evaluation of the Information Campaign will aim at assessing to what extent the communication actions were effective in delivering the message, and this all through the duration of the campaign: is or has it been coherent? Has the use of the different tools been well balanced? Are the right audiences targeted by means of the appropriate media?

The evaluation shall focus on the two dimensions of the Information Campaign:

a) The role of the implemented activities in getting the message across

b) The effectiveness of the message in conveying the right information to the right audience

In order to maximise the usefulness of the evaluation of the Information Campaign, the evaluation shall have three potential uses:

• Being an element in the definition and planning of the Campaign itself (ex ante evaluation)
• Providing feedback during the implementation of the Campaign, in order to help redressing any possible deviation from the objectives, or to refine the delivery mechanisms (formative evaluation).
• Finally, providing an overview of the effects of the Campaign (summative evaluation), wherefrom lessons may be drawn for future exercises.

To this aim, the contractor shall ensure that the evaluation of any suggested initiative and action is included, from the design and the strategy of the Campaign (ex-ante evaluation) to both the progress (formative evaluation) and the final report (summative evaluation). As part of the formative evaluation the contractor will inform the Commission through their regular meetings (see point I.4) on the impact of the on-going initiatives, their success, usefulness or possible improvements.

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

The technical officer in charge within the Commission will participate in the meetings with the contractor, monitor the work and validate the results of the services of the contractor.

The contractor is to provide the required reports and documents in accordance with the conditions agreed.

The tender must include a proposed timeframe for the required deliverables.

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

The strategy and design of the Information Campaign will be prepared in the first 3 months after the signature of the contract and shall be officially launched 6 months after the signature of the contract at the latest.

Execution of the main tasks begins the date on which the contract enters into force and ends up 6 months before the end of the contract, unless agreed with the Commission that a specific event or initiative will take place during this final period of the contract.

The following deliverables will be produced according to the following timeframe:
• A kick-off meeting will take place in Brussels, at the latest 1 month following the signature of the contract, in order to settle all the details of the campaign to be undertaken. The kick-off meeting will ensure that the contractor has a clear understanding of the terms of the contract and the objectives of the project.

• No later than 10 months after the signing of the contract, a progress report is to be submitted to the Commission.

• Within 27 months of the signing of the contract, the contractor will deliver the draft final report to the Commission.

I.3.1. Progress reports

The progress report showing progress of the work shall be submitted to the Commission at the latest 10 months after the date of signature of the contract. The progress report will document the Campaign strategy and explain the rationale behind the final concept. It will evaluate the success, challenges and possible improvements of the Campaign and if necessary, propose new measures to address these. The report shall document the on-going execution of all the specified tasks and in particular contain the evaluation of the on-going effectiveness of the Campaign.

Within 15 days of the submission of the progress report, the contractor and the Commission will meet at DG MOVE in Brussels (rue de Mot, 28, 1049 Brussels), in order to ensure proper development of the work with regard to the tasks of carrying out the Information Campaign.

The Commission shall have 45 days from receipt to approve or reject the progress 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 final report to the Commission at the latest 27 months after the signature of the contract. The final report shall document the execution of all the specified tasks and in particular contain the evaluation of the effectiveness of the campaign in accordance with Section I.3(G) above.

Within 45 days after the submission of this final report the Commission will provide the contractor with its comments on the final report and the date of a 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

The contractor must ensure that the progress and final reports under this contract are clear, concise, and operational. Each report must focus and clearly report on what is new, the status of any findings/conclusions/recommendations (e.g. whether they are tentative or more final), any problems encountered and how they will be surmounted, and the next steps and timetable.

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

The Commission may publish the results of the reports. For this purpose, the tenderer must ensure that the reports are not subject to any restrictions deriving from intellectual property rights of third parties. Should he intend to use data, 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 30 months after the date on which the contract enters into force. 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 shall be held on Commission premises in Brussels. Public events can take place anywhere in the European Union.

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

The amount of work involved to carry out this contract is assessed at 1000 man-days.
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 6). 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 6, the draft service contract.

II.2. 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.20 of the contract (Annex 6) can be applied to subcontractors. Once the contract has been signed, Article II.6 of the above-mentioned contract shall govern the subcontracting.

II.3. Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as partners. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

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

a) a new or existing legal entity which will sign the contract with the Commission in case of award

or

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

If the contractor is a grouping or consortium of two or more persons, all such persons shall be jointly and severally liable to the Commission for the fulfilment of the terms and conditions of the contract. Such persons shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission which can be withheld at discretion.
II.4. 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.

III. FORM AND CONTENT OF THE TENDER

III.1. General

Tenders must be written in one of the official languages of the European Union and submitted in triplicate (one clearly marked "original" and two copies) as well as a copy of the offer on a CD/DVD. The attention of the tenderers is drawn to the fact that the majority of the deliverables requested under Specific Contracts will have to be submitted in English.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled). 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.

The original signature of the single tenderer's or lead partner's authorised representative (preferably in blue ink) on the administrative identification form (Annex 1) shall be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

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, 3, 4 and 5 as well other evidence required):

- 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/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

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

If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

• 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/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

In the case of a grouping, this form must be provided by all partners.

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

• Declaration of honour with respect to the exclusion criteria and absence of conflict of interest (Annex 4)

An original should be filled and signed by (an) authorised representative(s) of all partners. Only sub-contractors with a part of the contract above 20% should the sign the form.

• Power of attorney (Annex 5) – in case of grouping only

An original should be filled and signed by (an) authorised representative(s) of each partner.

• All the supporting documentation for the purpose of checking the selection criteria (IV.2) should also be submitted under this section

The Commission reserves the right, however, to request clarification or 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.

The award criteria as set out in chapter IV.3 define those parts of the technical proposal to which the tenderers should pay particular attention as they will be the ground for the evaluation of the quality of the proposal.

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.

- Prices must 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 annexed to the Treaty on the Functioning of the European Union. 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.
IV. ASSESSMENT AND AWARD OF THE CONTRACT

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement, under the conditions laid down in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of states which have ratified this Agreement, under the conditions provided for therein.

The procedure for the award of the contract, which will concern only admissible bids (see requirements in the invitation to tender, in particular, regarding the deadline for submission and the presentation of the offers and packaging), 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.

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.

IV.1. Exclusion criteria (exclusion of tenderers)

IV.1.1. Exclusion criteria (Article 93 Financial Regulation)

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;

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(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 Regulation⁶ 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);

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);


IV.1.2. Other cases of exclusion

1. In accordance with 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 unjustified 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

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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.

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.

2. As mentioned under section III.2.1, the 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.

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 the Directorates General in charge of Energy or 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 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 Rules.7

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 – Criteria and references required
The tenderers must provide proof of their economic and financial 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. The overall annual turnover of the tenderer for the last three years for which the accounts have been closed shall not be less than €350.000.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Under the same conditions, a consortium of economic operators may rely on the capacities of members of the consortium or of other entities.

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**IV.2.2. Technical and professional capacity – Criteria and references required**

The tenderers must provide evidence of employing directly or being readily capable of constituting a team of experts capable of carrying out in a professional and timely manner the tasks requested under this call for tender.

The core team of the Contractor should have:

- At least 3 years of appropriate expertise and experience in the field of carrying out holistic and multilingual public communication campaigns in different countries of the EU and EU-wide campaigns in general (for instance; experienced project manager, experienced creative director, copywriters, graphic designers, web site development team, production team, media purchase, event managers, national implementation teams…)

- At least 3 years of professional experience in coordinating and/or organising international events EU wide where different actors are involved.

- At least 3 years of expertise and experience providing the specific services requested in the task specifications of this call for tender, through a multi-functional team with the ability to manage the different aspects of a holistic campaign. Previous examples and references of services in these fields are required to be submitted with the offer.

- At least 1 year of professional experience in using state-of–art information technologies (for instance social media tools or smartphone applications)

- In the team of copywriters there should be at least one qualified and experienced journalist with at least 1 year of experience who will write the press releases, background notes, divulgative documents and other press material.

- Experience of 1 year minimum pitching stories to journalists and having existing media contacts.

- The contractor should have translation capacities in all official EU languages. The contractor should have the capacity to deal with additional languages, ie to be able to exploit source material (web, press) and communicate in several European languages.

To assess the professional expertise, the tenderers are requested to submit a list of the main services provided in the past three years and relevant to this tender, together with a statement of the price of the service, the period of work and whether the service was rendered to public or private clients (name of client to be indicated)

To assess the professional expertise, the tenderers are requested to submit certificates and other means of proof of the required experience

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. [An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Under the same conditions, a consortium of economic operators may rely on the capacities of members of the consortium or of other entities. ]
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

<table>
<thead>
<tr>
<th>Nº</th>
<th>Award Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Understanding of the requirements and objectives of the call for tender and of the issues involved.</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Methodology proposed to carry out the required tasks, taking into account the variety of tasks for achieving the objectives of the call, including the proposed analytical approach for the final evaluation of the campaign.</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td>Project management and resources: This criterion relates to the quality of project planning and organisation of the team to cope with and fulfil the obligations of the contract in the timing required for the completion of the project.</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Presentation of the tender (clarity of the project, quality assurance).</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Total number of points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

b) Total price

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

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 and absence of conflict of interest)
5. Power of Attorney (mandate in case of joint tender)
6. Draft 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  MOVE/D4/2012/269-1**

<table>
<thead>
<tr>
<th>Identity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
</tr>
<tr>
<td>Legal status of the tenderer</td>
</tr>
<tr>
<td>Date of registration</td>
</tr>
<tr>
<td>Country of registration</td>
</tr>
<tr>
<td>Registration number</td>
</tr>
<tr>
<td>VAT number</td>
</tr>
<tr>
<td>Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of registered office of tenderer</td>
</tr>
<tr>
<td>Where appropriate, administrative address of tenderer for the purposes of this invitation to tender</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname:</td>
</tr>
<tr>
<td>First name:</td>
</tr>
<tr>
<td>Title (e.g. Dr, Mr, Ms):</td>
</tr>
<tr>
<td>Position (e.g. manager):</td>
</tr>
<tr>
<td>Telephone number:</td>
</tr>
<tr>
<td>Fax number:</td>
</tr>
<tr>
<td>E-mail address:</td>
</tr>
</tbody>
</table>

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8 For natural persons
### Legal Representatives

<table>
<thead>
<tr>
<th>Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Declaration by an authorised representative of the organisation⁹</th>
</tr>
</thead>
</table>

I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

<table>
<thead>
<tr>
<th>Surname:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>First name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
</table>

⁹ This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.
ANNEX 2

Financial identification form

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

A specific form for each Member State is available at the following Internet address:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

In the case of a grouping, this form must only be provided by the person heading the project.
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/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.
ANNEX 4

Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest

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

The undersigned [name of the signatory of this form, to be completed]:

☐ in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator10)

or

☐ representing (if the economic operator is a legal person)

official name in full (only for legal person):

official legal form (only for legal person):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

e) has not 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;

10 To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).
f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;

h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;

j) 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 award of the contract;

k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;

l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

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

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

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

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name                          Date                          Signature
ANNEX 5

POWER OF ATTORNEY

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

The undersigned:

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

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

HEREBY AGREES TO THE FOLLOWING:

1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.

2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
   (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
   (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.

1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner’s bank account: [Provide details on bank, address, account number].

2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
   (a) The lead partner shall submit the tender on behalf of the group of partners.
   (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
   (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

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

Signed in …………………….. on [dd/mm/yyyy]

Place and date:

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

11 To be filled in and signed by each of the partners in a joint tender, except the lead partner;
ANNEX 6
DRAFT CONTRACT

Appropriate draft contract (i.e. direct/framework service/supply contract EU/Euratom) should be inserted hereunder in the invitation to tender so that it can be transferred as one single electronic document for publication on the ENER/MOVE web-site. (It is not sufficient to enclose the contract only in the paper file!) Templates can be found in Sextant under