TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. MOVE/C4/2012-566 concerning
European Road Safety Charter
# TABLE OF CONTENTS

I  **SPECIFICATIONS**  
I.1  **INTRODUCTION**  
I.2  **PURPOSE OF THE CONTRACT**  
I.3  **REPORTS AND DOCUMENTS TO PRODUCE - TIMETABLE TO OBSERVE**  
  I.3.1  **INTERIM REPORT(s)**  
  I.3.2  **FINAL REPORT**  
  I.3.3  **REPORT FORMAT AND PUBLICATION**  
I.4  **DURATION OF THE TASKS**  
I.5  **PLACE OF PERFORMANCE**  
I.6  **ESTIMATE OF THE AMOUNT OF WORK INVOLVED**  

II  **TERMS OF CONTRACT**  
II.1  **TERMS OF PAYMENT**  
II.2  **SUBCONTRACTING**  
II.3  **JOINT TENDER**  

III  **FORM AND CONTENT OF THE TENDER**  
III.1  **GENERAL**  
III.2  **STRUCTURE OF THE TENDER**  
  III.2.1  **FIRST SECTION: ADMINISTRATIVE PROPOSAL**  
  III.2.2  **SECOND SECTION: TECHNICAL PROPOSAL**  
  III.2.3  **THIRD SECTION: FINANCIAL PROPOSAL**  

IV  **ASSESSMENT AND AWARD OF THE CONTRACT**  
IV.1  **EXCLUSION CRITERIA - EXCLUSION OF TENDERERS**  
  IV.1.1  **EXCLUSION CRITERIA (ART. 93 OF FINANCIAL REGULATION)**  
  IV.1.2  **OTHER CASES OF EXCLUSION**  
  IV.1.3  **EVIDENCE TO BE PROVIDED BY THE TENDERERS**  
  IV.1.4  **ADMINISTRATIVE AND FINANCIAL PENALTIES**  
IV.2  **SELECTION CRITERIA – SELECTION OF TENDERERS**  
  IV.2.1  **ECONOMICAL AND FINANCIAL CAPACITY – REFERENCES REQUIRED**  
  IV.2.2  **TECHNICAL AND PROFESSIONAL CAPACITY – REFERENCES REQUIRED**  
IV.3  **EVALUATION OF TENDERS - AWARD CRITERIA**  
IV.4  **INFORMATION FOR TENDERERS**  

V  **ANNEXES**
I. SPECIFICATIONS

I.1. Introduction

The European Road Safety Charter has been initiated in 2004 in the frame of the Road Safety Action Programme, with the aim to integrate civil society as a co-responsible actor of Road Safety besides national administrations.

In order to encourage road safety organisations, either public or private, to commit themselves, the Charter has since then invited them to sign a 3-years commitment to take a specific measurable action in their area of responsibilities, thus contributing to the common goal of fatalities reduction. So far 2,500 organisations such as companies, automobile clubs, associations, schools, the media, local authorities, etc. just to name a few, have signed a commitment.

During these years the Charter allowed in a first phase to create an important community of signatories creating a significant impact in the different sector of society, and, in a second phase to make this network more dynamic and foster exchanges of best practices.

These objectives being reached it is essential to keep the civil society committed and to ensure pan-European coverage. A new phase of the European Road Safety Charter in the frame of the Policy Orientations on Road Safety 2011-2020 has to take place, with a special attention to vulnerable users and more specifically young people. This phase would last for 3 years.

I.2. Purpose of the contract

The contractor is requested to design and manage the commitments, to promote the Charter and to operate the respective website, using what already exists and has been developed from the beginning but being encouraged to come with new ideas and approaches.

It is essential that the contractor is able to work at European level.

- COMMITMENTS

In the next phase starting in 2013 it is foreseen to have different kinds of commitments. All the commitments are for 3 years. Nevertheless it is essential to keep the commitments made during the previous phase and renew them into one of the appropriate commitment as listed below.

1) Standard commitments (= subscriptions)

This approach would help to attract organisations to subscribe to the principles of the Charter and in particular to generate willingness among organisations from Member States where so far few commitments have been signed. These organisations will have to subscribe by giving their identification via a subscription form. Their request will be registered and validated before providing them a commitment to the principles. A former model is available in Annex 7.
Tasks and deliverables:
The contractor is requested to:

- foresee a registration form and standard commitment;
- register and control applications (that is ensure that the company is serious and would not jeopardize the moral principle of the Charter; for this purpose a clause or mechanism has to be foreseen);
- provide the official standard commitments to the applicants;
- implement a feedback of information about the signatories (based on the registration forms) to be reported to the Commission and made available on the website;
- ensure promotion where needed (focused in some Member States and/or addressed to specific users).

2) Commitments dedicated to the young people

These commitments will be designed specifically for actions for young people with 3 different targets:

- the children (via the schools)
- the teens, (using mopeds, mobiles, headphones…)
- the young adults (mostly novice drivers)

For each target the commitments will be addressed to different organisations (for ex. with children: schools but also other organisations used to work with the schools) and with a different approaches (for ex. how to get the teens involved).

Tasks and deliverables:

- The contractor is requested to draft and design these models of commitments addressed to the 3 above mentioned targets.
- A feedback of information about the signatories is to be reported to the Commission and available on the website.
- A follow-up and evaluation of the impact/success of those commitments has to be foreseen with re-adaptation if necessary.
- The promotion of these commitments is essential and a special effort will be necessary to attract future signatories

3) Spontaneous and specific commitments

The purpose is to encourage and help organisations willing to make a commitment with wider scope which goes beyond a simple subscription to the principles. It can be addressed to organisations willing to commit for a new specific action or to renew one.
The applicants will have to apply via a detailed application (for which they can be helped), which will have to be evaluated and approved. In some cases a follow up/checking can be foreseen.

The best commitments will be recognised and receive a non-financial award.

Tasks and deliverables:

- The contractor is requested to design the applications and to give support to the applicants if needed. For these commitments a detailed application will be necessary. A model of what has been used in the previous phase is available on the already existing website.

- The contractor shall evaluate and selected those eligible with the approval of the Commission services.

- Publication of these commitments should be part of the promotion of the Charter on the website.

- The best commitments will be selected together with the Commission services for the Award ceremony taking place at the annual conference.

- These would be spontaneous commitments but shall respond to a good promotion campaign of the Charter.

All the commitments forms and applications (standard, dedicated to young people and spontaneous) shall be available to the applying organisations in their national language.

Additionally, a clause or a mechanism ensuring that the subscriber/applicant is serious and would not jeopardize the Charter has to be foreseen.

• PROMOTION

In order to have a wide range of commitments, from all over Europe and from various categories of stakeholders it is essential to have a good promotion campaign of the Charter. It is also essential to keep the network of signatories dynamic. Finally a special attention should be given to the young people.

The tenderer shall implement a detailed promotion, communication and awareness raising strategy that will reach all the civil society in all the Member States, with a special attention to the theme of young people and he shall foresee forums and places for debate and exchanges for the signatories.

The website shall constitute an important tool for the promotion.
**Tasks and deliverables:**

To reach this requirement the tenderer shall:

- ensure the establishment of antennas/relays in each Member State;
- design and disseminate promotion material (quarterly newsletters, videos, etc…);
- organise promotion campaign at local level and EU level;
- stimulate the debate between the signatories (by using social networks as a platform of exchange, etc…);
- promote events and dedicated workshops at local level (the objective being that every Member State shall be involved at least once);
- use the opportunity of existing events on Road Safety to promote the Charter and foster exchanges between the signatories; such events may be for example Youth Forum, Road Safety Day, Night without accidents, Mobility week, etc…not forgetting the national events;
- keep validating and promoting the commitments started and taken the previous years in order to activate exchanges of good practices and transfers of experience;
- organise once a year of a European conference + Awards ceremony together with the Commission services. This conference would gather representative stake-holders from all over Europe to debate on a specific topic chosen in relation to the commitments made all along the year and will also include an Award Ceremony.

The tenderer shall be able to ensure the communication in English plus any other Community languages to be chosen when appropriate.

**THE WEB SITE**

The tenderer shall be able to continue the maintenance of the current website (http://www.erscharter.eu/) and to foresee its transfer on the premises of the Commissions' Europa website (ec.europa.eu) before the end of the first year. Relevant information on the Charter ("Managing the charter website" and "System Architecture") is available in Annex 7; concerning the Europa site the information is available at http://ec.europa.eu/ipg/.

The website shall ensure continuity of services and information which are currently available.

The European Road Safety Charter website is the nucleus of all Charter related communication. It is a place where everybody is invited to seek for inspiration on how associations, cities, companies, unions, schools etc. can contribute to safer roads in Europe. It provides all relevant information on the Charter, on the projects and on the signatories. Furthermore, it provides the visitor with relevant information on road safety policy, on the newsletter, on awards and other events related to the Charter.

The website must be multilingual where all official languages of the Union will be used. All data shall be available in the signatories’ language as well as in English. It has to be...
flexible to further developments (new categories, further sub-pages). The contractor should be able to choose the appropriate and relevant language(s). This makes the website into a database of good practices in road safety and a platform for information exchange between similar stakeholders of civil society.

Tasks and deliverables:
The tenderer is requested to:

- perform hosting, publishing, online promotion and monitoring services;
- revamp the website alongside with the new concept of this 2013-2015 phase and with the visual identity of the Europa website (ec.europa.eu);
- transfer the website on the premises of the Commissions' Europa website (ec.europa.eu) before the end of the first year;
- provide the commission services with all the data related to signatories at the end of the contract on a separate support (CD-Rom, sticker…).

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

The contractor must keep the technical officer in charge within the Commission regularly informed of the progress of work. This will normally be ensured by the delivery itself and the final reports, but regular informal communication should be maintained as and when necessary concerning specifics between the reports.

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

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

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.

A kick-off meeting will take place in Brussels, at the latest 30 days following the signature of the contract, in order to settle all the details of the work to be undertaken. It shall be followed by an inception report at the latest 30 days after the meeting.

I.3.1. Progress reports

Progress reports shall be submitted once a year. They will document on the on-going execution of all specified tasks and contain the evaluation of the on-going effectiveness of the Charter Campaign.

A first progress report showing progress of the work covering month 1 to month 12 shall be submitted to the Commission at the latest 13 months after the date of signature of the contract.

A second progress report showing progress of the work covering month 13 to month 24 shall be submitted to the Commission at the latest 25 months after the date of signature of the contract.
I.3.2. Final report

The contractor will submit a final report to the Commission at the latest 37 months after the signature of the contract. To the reports the contractor shall join all the data related to signatories.

I.3.3. Report format and publication

3 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 there are no 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 execution of the tasks shall not exceed 39 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 total value of the contract has been estimated approximately at 1.000.000 EUR
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 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.
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).

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

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 as 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 as 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 106 Financial Regulation\(^1\))

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 109 of the Financial Regulation\(^2\) 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 107 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;

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- 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, 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 (all members in case of a consortium) 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 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 109 of the Financial Regulation and Articles 141 and 144 of the Rules of Application.3

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 profit and loss accounts for the last two financial years.

The tenderer (combined capacity in case of consortium) must have an overall annual turnover for the last two years for which the accounts have been closed of minimum 650,000 €.

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

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

**a. Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all partners) must comply with the following criteria:

- The tenderer must prove at least 3 years of experience in the field of Road Safety.
- The tenderer must prove experience in the field of Youth
- The tenderer must prove experience in promotion and public relations issues, i.e. promotion events, organising conferences, producing newsletters, press releases etc.
- The tenderer must prove expertise to create websites and relevant internet tools and to layout texts, leaflets and brochures) with at least 3 years experience in this field.
- The tenderer must prove experience of working in a European environment and capacity to have a EU wide coverage.
- The tenderer must have excellent English skills, communication skills, and ability to ensure communication in all the official languages used in all the Member States.

**b. Criteria relating to the team delivering the service:**

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

**Project Manager:** At least 3 years experience in project management, including overseeing project delivery, quality control of delivered service, in project of a similar size and coverage.

**Team:** the team should be composed by members with experience in communication, road safety and Information technologies, namely Website design and maintenance.

**Language capacity:** collectively the team should have high level language skills in English and the ability to communicate in other EU languages.

**c. Evidence:**

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

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

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><strong>Understanding</strong> of the requirements and objectives of the call for tender, and <strong>relevance</strong> of the proposal.</td>
<td>10</td>
</tr>
</tbody>
</table>
| 2  | **Quality of the proposed methodology**, taking into account the variety of tasks, both technique and content related;  
- Management of the commitments (15 points – minimum threshold 50%)  
- Promotion of the Charter (15 points – minimum threshold 50%)  
- Operation of the website (15 points – minimum threshold 50%) | 45        |
| 3  | **Organisation of the work**: This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation. | 25        |
| 4  | **Quality control measures**: This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score. | 10        |
| 5  | Presentation of the offer                                                      | 10        |

**Total number of points**: 100
b) Total price
The contract will be awarded to the tender offering the best following ratio:

\[
\text{Score for tender } x = \left( \frac{\text{price of lowest tender}}{\text{price of tender } x} \right) \text{ multiplied by } 0.3 \\
+ \left( \frac{\text{total quality score for award criteria for tender } x}{100} \right) \text{ multiplied by } 0.7
\]

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
7. Documents of Reference
# 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 No. MOVE/C4/2013-232**

<table>
<thead>
<tr>
<th>Identity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Legal status of the tenderer</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>Country of registration</td>
<td></td>
</tr>
<tr>
<td>Registration number</td>
<td></td>
</tr>
<tr>
<td>VAT number</td>
<td></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)(^4)</td>
<td></td>
</tr>
</tbody>
</table>

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

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

\(^4\) For natural persons
<table>
<thead>
<tr>
<th>Legal Representatives</th>
</tr>
</thead>
</table>
| **Names and function of legal representatives**  
and of other representatives of the tenderer who  
are authorised to sign contracts with third  
parties | |
| **Declaration by an authorised representative of the organisation**$^5$ | |
| I, the undersigned, certify that the information given in this tender is correct and that the tender is valid. | |
| Surname: | Signature: |
| First name: | |

$^5$ 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.
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/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

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 operator)
  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;

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6 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. 143(4) of the Rules of Application).
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 142 and 145 of the Rules of Application (Commission Delegated Regulation of 29.10.2012 on the rules of application of Regulation (EU) No…/2012) which may be applied if any of the declarations or information provided prove to be false.
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:

7 To be filled in and signed by each of the partners in a joint tender, except the lead partner;
ANNEX 7

DOCUMENTS OF REFERENCE

- Former model of Commitment to the principles
- Managing the charter website
- System Architecture