CALL FOR TENDERS

N° MOVE/C4/2014-574

Road safety study for mid-term evaluation of the Policy orientations on road safety 2011-2020

TENDER SPECIFICATIONS
# TABLE OF CONTENTS

1. **INFORMATION ON TENDERING** .............................................................. 3
   
   1.1. Participation .......................................................................................... 3
   1.2. Contractual conditions .......................................................................... 3
   1.3. Joint tenders .......................................................................................... 3
   1.4. Subcontracting ....................................................................................... 4
   1.5. Content of the tender ............................................................................. 4
   1.6. Administrative part: Identification of the tenderer, legal capacity and status ....................................................................................... 4

2. **EVALUATION AND AWARD** ................................................................. 5
   
   2.1. Evaluation steps .................................................................................... 5
   2.2. Exclusion criteria .................................................................................. 5
   2.3. Selection criteria ................................................................................... 5
   2.4. Award criteria ....................................................................................... 6
   2.5. Technical offer ...................................................................................... 6
   2.6. Financial offer ...................................................................................... 6

3. **TECHNICAL SPECIFICATIONS** ............................................................. 7

4. **CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES** ................................................................. 10

5. **ANNEXES** ............................................................................................. 11
1. INFORMATION ON TENDERING

1.1. Participation

The invitation was sent to 4 candidates but participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement concluded within the WTO applies, the participation to the call for tenders is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

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

1.3. Joint tenders

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

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

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

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

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

or

b) a group of partners not constituting a new legal entity, who via a power of attorney (see Annex 3), signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

______________________________

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

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

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

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

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

1.5. **Content of the tender**

All tenders must include three sections, i.e. an administrative part (see 1.6), a technical offer (see 2.5) and a financial offer (see 2.6).

1.6. **Administrative part: Identification of the tenderer, legal capacity and status**

- The **tenderer's identification form** in Annex 1 shall be filled in and signed by:
  - The tenderer
  - subcontractor(s) whose share of the work represent more than 20% of the contract.

- In order to prove their legal capacity and their status, all tenderers must provide a signed **Legal Entity Form with its supporting evidence**. The form is available on:


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

- If it has not been included with the Legal Entity Form, tenderers must provide the following information

  - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

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

- The tenderer must provide a **Financial Identification Form and supporting documents**. The form is available on:
2. EVALUATION AND AWARD

2.1. Evaluation steps

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

(1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria

(2) Selection of tenderers on the basis of selection criteria

(3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

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

2.2. Exclusion criteria

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

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

2.3. Selection criteria

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.

In particular, the following selection criteria have been set for this tender:

Financial and economic criteria:

The tenderer must have the economic and financial resources to carry out the contract, taking into account that there is no pre-financing (please see article I.4.1 of Annex 5: draft contract).

Professional and technical criteria:

The tenderer must have a minimum of 5 years experiences on the field of road safety and proved experiences on international projects.

The tenderer confirms it meets the selection criteria by signing the declaration on honour attached to this invitation to tender (Annex 2).

2.4. 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.

<table>
<thead>
<tr>
<th>№</th>
<th>Award Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Methodology and approach for the quantitative and qualitative analysis</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>Understanding of problems in relation to analysis of road safety trends and prognosing of future developments</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>Organisation of the work</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td><strong>Total number of points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 60/40 is given to quality and price.

\[
\text{Score for tender } x = \frac{\text{Total quality score for award criteria for tender } x}{100} \times 0.6 + \frac{\text{Price of the lowest tender}}{\text{Price of tender } x} \times 0.4
\]

2.5. **Technical offer**

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

2.6. **Financial offer**

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

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

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

The study is estimated to require around 30 man days of work. The maximum budget for this study is 30 000 EUR.
3. TECHNICAL SPECIFICATIONS

3.1. Background

Commission road safety policy is guided by two main strategic documents: the *Transport White Paper* and the *Policy orientations on road safety 2011-2020*. The White Paper sets out the general long-term vision of coming close to zero road deaths, and announces a strategic target of halving the number of annual road deaths from 2010 to 2020. The Policy orientations define in more detail the policy framework and the work planned to be carried out in order to achieve this ambitious strategic target.

The number of road fatalities decreases each year. 54,900 people killed in road traffic crashes in 2001 became 31,400 killed in 2010. In 2013, just over 26,000 people died in road traffic crashes in the EU.

Road safety is a shared responsibility between Member States and the Commission. The Commission contributes to road safety in the Member States by a number of legislative and other actions. Initiatives with road safety as the primary objective relate to, for example, the education and training of road users, the enforcement of road traffic rules, safety standards and technical inspections of vehicles, and minimum standards for safety management of road infrastructure (see the intervention logic in Annex 6). In addition, road safety issues are dealt with beyond DG MOVE, for example as one aspect in type approval legislation or development of systems such as the e-Call.

Road safety is an area which develops substantially over time. The character and scope of the problems change, as road safety regulations and road user behaviours change and technological progress is made. New intelligent transport systems provide a new context for road safety work and the demography of the EU is changing. It is therefore necessary to regularly update road safety policy and actions in order to ensure that it remains relevant, efficient and effective and with an EU added value.

The Commission road safety policy under the last strategy period underwent a mid-term evaluation in 2004-2005. It is now time to review the present policy framework for 2011-2020 in order to assess performance indicators linked to the work within this area and to identify possible changes that might be required in order to reach the strategic target of halving the overall number of road deaths in the European Union by 2020 as compared to 2010.

The study should provide an analysis on whether the road safety policy framework is still sufficient to reach this target, given the current and foreseeable road safety trends in the EU. It should help to understand whether any areas need more, or less, action at the EU level.

The analysis should focus on:

- What has been achieved so far by the EU: what road safety outcomes and trends can be linked to EU initiatives and in what areas can improvements be made.
- Is the strategic target on 50% reduction of road deaths still relevant and realistic with regard to the size and characteristics of road safety problems in the EU today?
- What additional targets, e.g. on serious injuries, would be relevant to add?
- Are the seven strategic objectives of the Policy orientations on road safety still relevant in relation to the current main road safety problems and challenges?

3.2. **Objective**

The overall aim of the exercise is to maximise the chances of reaching the strategic road safety target, within the Commission's competence and room to manoeuvre.

3.3. **Tasks**

1) The contractor will assist the Commission with tasks related to the preparations of a stakeholder consultation workshop and with the analysis of the results of this workshop. The Commission will organise the workshop on Commission premises in Brussels, with advice from the contractor e.g. on agenda and workshop content. The contractor may be requested to prepare a report covering the workshop conclusions and outcomes, to be submitted to the Commission no later than 10 days after the workshop is closed.

2) Data collection (desk study) on road safety statistics and trends: report from the CARE database by the Commission, complemented as needed with additional data on road traffic crash causality from other databases including from Member States. The Commission will provide the contractor with the statistics from the CARE database; the Contractor will find and collect the data from other sources. The contractor should include both fatality and available serious injury data. Representative samples and surveys may be used where appropriate.

3) A statistical analysis based on the collected data, identifying areas where the indicators (number of road fatalities and number of seriously injured in road traffic per road user group, accident type, etc) do not show sufficient improvement as compared to the strategic target of the White Paper. The analysis should conclude in a prognosis on the continued development towards the strategic target. The prognosis should be based on a realistic assessment of the development across the EU, including factors such as stagnating progress in the best performing countries. The contractor selects the appropriate methodology for the data analysis, as presented in the tender.

A final report should bring together the results of these tasks and present the contractor's conclusions. The final report should provide a qualitative analysis supported as far as possible with quantitative data. It should explain the complex interaction between road safety initiatives and the road safety indicators. The report should provide an objective assessment and evidence-based judgments. It should, based on this analysis, present a set of well-argued policy recommendations to the Commission, explaining what the contractor has concluded could be improved and why it should be improved, either in relation to the current road safety policy priorities, to the political targets adopted, to the tools used (e.g. spending programmes, legislation, soft measures, campaigns etc) or to the organisation of work and institutional set-up.

3.4. **Deliverables/reports**

All reports should be drafted in English and transmitted in electronic Microsoft Word format according to the indicative timetable. The final report and the executive summary should be of publishable quality, provided also in the Adobe portable document format.
(pdf) format and in 5 hard copies. All relevant evidence of the analysis process (questionnaires, calculations, etc.) has to be annexed to the report to allow the argument to be followed in a transparent manner. Excel sheets including formulas for any calculations carried out by the consultants to support tables or graphs in the study should also be provided. As the report will be available to the public, no form of confidential data shall be contained in the final report (if relevant, such data shall be provided in a separate annex).

The final report follows in principle the same format as the draft final report. It will cover all points of the work plan and shall include sound analysis of findings and factually based conclusions and recommendations. It must take into account Commission's comments and requests as regards the draft final report insofar as these do not interfere with the independence of the contractor in respect of the conclusions they have reached and the recommendations made. The final report should be accompanied by an executive summary which provides a short synthesis of the main conclusions of the evaluation, the key points of evidence underpinning them and the resulting recommendations. The final report shall not exceed 75 pages (annexes excluded).

3.5. Time line

The duration of the tasks shall not exceed 3 months. This period is calculated in calendar days.

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

In principle, the deadlines set out 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, or by telephone, at the latest 15 calendar days following the entry into force of the contract, in order to settle all the details of the study to be undertaken.

A draft final report will be submitted no later than nine weeks after the entry into force of the contract.

The Commission will have 14 days to provide the Contractor with its comments.

A final study report will be submitted at the latest 3 months after the entry into force of the contract.

Other meetings between the Commission and the Contractor may be planned as needed, in Brussels or per telephone.

3.6. Performance and quality requirements

The minimum quality criteria to be met are:

- Timely delivery of all reports,
- Clear presentation of analysis and sources/references,
- Well-argued and justified conclusions,
• Realistic policy recommendations that take into account the shared responsibility of Member States and the Commission as well as the subsidiarity and proportionality principles.

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

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

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

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html

4.1. Final study report

The final study report shall include:

- an executive summary of maximum 2 pages in English;
- the following standard disclaimer:

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

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

4.2. Graphic requirements

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

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

1. Tenderer's Identification Form
2. Declaration related to the exclusion and selection criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Standard Word template for studies
5. Draft Contract or purchase order
6. Road safety intervention logic
ANNEX 1

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

Call for tenders MOVE/C4/2014-574

<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)</td>
<td>³</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>
</tbody>
</table>

³ For natural persons
Fax number:  
E-mail address:  

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

<table>
<thead>
<tr>
<th>Declaration by an authorised representative of the organisation 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</td>
</tr>
</tbody>
</table>

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

---

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

Declaration of honour
with respect to
the exclusion and selection criteria and absence of conflict of interest

(The complete or delete the parts in grey italics in parenthese)
[Choose options for parts in grey between square brackets]

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

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

or

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

full official name:

official legal form:

full official address:

VAT registration number:

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

a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata;

c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;

d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;

e) has been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
(Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-making or control over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

declares that the above-mentioned legal person][he][she]:

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

acknowledges that the above-mentioned legal person][he][she] may be subject to administrative and financial penalties if any of the declarations or information provided prove to be false.

k) meets the selection criteria as mentioned in the tender specifications under 2.3

Full name Date Signature

---

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

ANNEX 3

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 partner in a joint tender except the lead partner.
ANNEX 4
Standard Word template for studies
ANNEX 5
DRAFT CONTRACT