CALL FOR TENDERS
N° MOVE/C4/2014-661-2

Study on accident causation for traffic accidents involving powered two-wheelers and bicycles in the European Union

TENDER SPECIFICATIONS
# TABLE OF CONTENTS

## Contents

1. INFORMATION ON TENDERING ............................................................................. 4
   1.1. Participation ................................................................................................. 4
   1.2. Contractual conditions ............................................................................... 4
   1.3. Joint tenders ............................................................................................... 4
   1.4. Subcontracting ............................................................................................ 4
   1.5. Content of the tender .................................................................................. 5
   1.6. Identification of the tenderer: legal capacity and status .............................. 5
2. EVALUATION AND AWARD .............................................................................. 6
   2.1. Evaluation steps .......................................................................................... 6
   2.2. Exclusion criteria ....................................................................................... 6
   2.3. Selection criteria ......................................................................................... 6
      2.3.1. Economic and financial capacity criteria and evidence ...................... 6
      2.3.2. Technical and professional capacity criteria and evidence .................. 7
   2.4. Award criteria ............................................................................................ 8
   2.5. Technical offer ........................................................................................... 9
   2.6. Financial offer ........................................................................................... 9
3. TECHNICAL SPECIFICATIONS ......................................................................... 11
   3.1. Background ............................................................................................... 11
   3.2. Objectives of the study ............................................................................. 11
   3.3. Description of the tasks ............................................................................ 12
   3.4. Scope, working method and approach ...................................................... 13
   3.5. Timetable and deliverables ...................................................................... 13
   3.6. Key documents .......................................................................................... 14
4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES ........................................................................ 14
   4.1. Reports ...................................................................................................... 14
   4.2. Graphic requirements ................................................................................. 16
5. ANNEXES .......................................................................................................... 16
   5.1. ANNEX 1 ................................................................................................. 17
   5.2. ANNEX 2 ................................................................................................. 19
   5.3. ANNEX 3 ................................................................................................. 21
   5.4. ANNEX 4 ................................................................................................. 22
5.5. ANNEX 5 ........................................................................................................................................... 23
1. INFORMATION ON TENDERING

1.1. Participation

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\(^1\) concluded within the WTO applies, the participation to the call for tender 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 provisions of the draft contract which specifies 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, 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.

1.4. 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.

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\(^1\) See [http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm](http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm)
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

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.6)

Part B: Evidence for exclusion criteria (see section 2.2)

Part C: Evidence for selection criteria (see section 2.3)

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6. 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 (including any member of a consortium or grouping)
  - 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 (including any member of a consortium of grouping) must provide a signed Legal Entity Form with its supporting evidence. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

  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 (only the leader in case of joint tender) must provide a Financial Identification Form and supporting documents. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm

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%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence for subcontractors whose intended share of the contract is above 20%.

2.3. Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The tenderer may 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.

2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium) must comply with the following criteria:

- The overall annual turnover of the tenderer for each of the last 2 years for which the accounts have been closed shall not be less than 500 000 EUR.
The following evidence should be provided:

- Copy of the profit & loss account for the last two years for which accounts have been closed,
- Failing that, appropriate statements from banks,
- If applicable, evidence of professional risk indemnity insurance;

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

2.3.2. Technical and professional capacity criteria and evidence

a. Criteria to tenderers

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

- The tenderer must prove experience acquired during the last 3 years in the following domains:
  1. Road safety, in particular accident causation and accident prevention measures
  2. In-depth road accident investigation
  3. Powered two-wheeler safety
  4. Vehicle technology, in particular powered two-wheeler technology

- The tenderer must prove capacity to draft reports in English.

- The tenderer must prove experience of working in at least five EU Member States.

- The tenderer must prove this experience by having completed, during the last three years, one or more projects that (altogether) cover all the aspects mentioned above.

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 10 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size.

Expert vehicle technology: Relevant higher education degree and/or professional experience of 5 years in the field of technology, including experience in powered two-wheeler technology.
Expert in road safety: Relevant higher education degree and/or professional experience of 10 years in the field of road safety including at least 2 years of experience in in-depth accident investigation.

Experts in accident investigation: At least one expert with a minimum of 1 year of experience in accident investigations per accident investigation team as proposed in the offer.

Language quality check: at least 2 members of the team should have native-level language skills in English or equivalent, as guaranteed by a certificate or past relevant experience.

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.

2.4. Award criteria

The tender will be awarded according to the best-value-for-money procedure. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

- **Characteristics of the sample of accidents that the contractor will investigate** (30 points – minimum threshold 18 points, 60%)

  This criterion evaluates the representativeness and aspects of the accident sample the contractor proposes to investigate and report upon, in the European Union context and in relation to two-wheeler accidents. The representativeness will be assessed on the basis of criteria like the size, geographical and temporal coverage and type of area where the accident takes place (urban, secondary road, motorway). The characteristics of the sample are an essential indicator of the value for money of the proposal, since the solidity of the accident causation conclusions that will be later drawn from the study strongly depend upon them.

- **Quality of the proposed methodology** (30 points – minimum threshold 18 points 60%)

  This criterion serves to assess the necessary methodology to achieve the required tasks and objectives:

  - Quality of the proposed methodology and tools for gathering, validating, and presenting information;
  - Quality and appropriateness of the proposed consultation activities.

- **Organisation of the work** (30 points – minimum threshold 18 points 60%)
This criterion will assess how the roles and responsibilities of the proposed team, in particular the organisation of accident investigation teams, 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.

- **Quality control measures** (10 points – minimum threshold 6 points, 60%)

  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.

Tenders must score at least 60% for each criterion and at least 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

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 70/30 is given to quality and price respectively.

Score for tender x =

\[
\frac{\text{total quality score for award criteria for tender } x}{100} \times 70 + \frac{\text{price of the lowest tender}}{\text{price of tender } x} \times 30
\]

2.5. **Technical offer**

The technical offer must cover all aspects and tasks required in the technical specification 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 will not be 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.

Indicative price: the maximum total value of the contract is estimated at EUR 1 000 000. Tenders exceeding this value will be excluded from the procurement procedure.
3. TECHNICAL SPECIFICATIONS

3.1. Background

This document provides the specifications for a study to be carried out on accident causation for accidents involving powered two-wheelers and bicycles in the European Union.

The purpose of these specifications is to describe the aim and scope of the study and give instructions and guidance to the companies willing to submit the offers. The specifications will also serve as the contactor's mandate during the implementation of the study, after selection of the successful tenderer. They will become part of the contract that will be concluded following the award of the tender.

The Commission adopted in July 2010 its Policy Orientations on Road Safety for 2010-2020. One of the strategic objectifies identified by the Commission is to improve the safety of vulnerable road users. With this category of road users, motorcycle and moped users require specific attention given the trend in the number of accidents involving them and their important share of fatalities and serious injuries. Cyclists also demand specific attention since cycling as a means of transport in urban areas is strongly increasing, including the use of electric bikes, resulting in new safety challenges.

On the 3 April 2014, the European Parliament and the Council adopted the 'roadworthiness package' which comprises three legislative texts. Directive 2014/45/EU on the periodic roadworthiness tests requires the Commission to report to the European Parliament and the Council on the inclusion of two- and three-wheel vehicles under the scope of the Directive Accident causation was one of the topics addressed within the research project DaCoTA co-financed by the European Commission. One of the results of this work was the definition of an accident investigation methodology, which was tested with a small sample of traffic accidents in the EU.

No comprehensive accident causation analysis is available which covers the whole EU with a common investigation methodology, despite the fact that up-to-date accident causation information is essential to define road safety measures and evaluate their effectiveness. The study that is object of this call for tenders intends to respond to this need within the limits of the budget available; for that reason it concentrates on two of the users types that demand more attention.

3.2. Objectives of the study

The purpose of the contract is to better understand the causes of accidents involving powered two-wheelers and bicycles.

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2 COM(2010) 389 final
3 http://dacota-investigation-manual.eu
In the context of this study it will be understood that a traffic accident falls under the scope of the study when a powered two- or three-wheeler and/or a bicycle are involved in an accident with another vehicle or a pedestrian, provided at least one motor vehicle is involved. This includes also accidents where no injuries are recorded.

The results of the study will help the Commission, Member States authorities and road safety stakeholders when deciding on the opportunity and effectiveness of measures to improve the road safety for the types of users addressed. More specifically the results of the study will inform the Commission's task of reporting to the EP and the Council in accordance with its obligation under Directive 2014/45/EU (Article 20.2).

The expected outputs include

a) Collection of accident data for a minimum number of accidents according with the sample programme.

b) In-depth investigation and reporting for each of the accidents referred above on the basis of the data collected,

c) Description of the main accident typologies and accident factors.

d) Proposal of most the cost-effective measures to prevent powered two-wheeler and cycling accidents

### 3.3. Description of the tasks

The study shall comprise the following tasks:

1. Establish an accident data collection programme (number of accidents per year, per area, per typology) including at least 500 accidents, which occur in the European Union during the duration of the contract and comply with the definition given above, of which between 15% and 20% should involve a bicycle.

2. Set up accident investigation teams or identify existing ones to carry out the data collection and reporting. Provide training to the accident investigation teams in the use of the accident in-depth investigation methodology referred to below.

3. Collect accident data for the sample of accidents defined above applying the in-depth investigation methodology referred to below.

4. Set up an information system to register and process accident raw data and accident investigation reports and to exploit the data in view of reporting of accident typologies and causes.

5. Analyse each accident applying the in-depth road accident investigation methodology defined in the DaCoTA project. The results of the study will be used by the European Commission to report on the inclusion of powered two-wheelers under the scope of the

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4 Deliverable 2.4 Final Updated Protocol with Updates from the Pilot Review

5 The Commission will report to the European Parliament and the Council in accordance with Article 20.2 of Directive 2014/45
periodic technical inspection. Therefore, particular attention should be paid to the contribution of technical defects; in-depth investigation shall include a detailed technical inspection of the powered two-wheelers involved in each accident.

6. On the basis of the in-depth investigations carried out under task 4, prepare a report describing accident typologies and causes.

7. On the basis of the results of task 6 identify, discuss and propose actions to prevent or mitigate powered two-wheeler and bicycle accidents.

3.4. Scope, working method and approach

The methodology to be applied in this study is to be elaborated by the contractor in accordance with the current document and with the contractor's offer, with the exception of the accident investigation methodology which will be as explained in task 5. In his/her offer, the contractor will describe the phases of the study, together with a presentation of how the DaCoTA accident investigation methodology will be applied to the different phases of the work (sampling, collecting accident data, analysing and reporting) and additional methodologies for those activities not covered by it.

It is expected that the contractor (the team leader and other relevant experts) participate in three meetings (kick-off meeting + 3 intermediate meetings) in the Commission premises in Brussels according to the timetable below. Minutes of the meetings should be drafted by the contractor within 5 working days, and should be agreed among the participants and by the Commission.

3.5. Timetable and deliverables

The duration of the tasks shall not exceed 36 months. This period is calculated in calendar days. The execution of the tasks begins after the date on which the contract enters into force, having been signed by the last party (the contractor).

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.

<table>
<thead>
<tr>
<th>Deadline (from starting date)</th>
<th>Task</th>
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<tbody>
<tr>
<td>Signature (T0)</td>
<td>Starting date</td>
</tr>
<tr>
<td>Kick-off meeting (T0+3 weeks)</td>
<td>The project is kicked off at the meeting between the contractor and the Commission. The kick-off meeting will serve to settle all the details of the study and to ensure that the contractor has a clear understanding of the terms of the contract and the objectives of the study. The contractor will be provided with all relevant available documents and be informed of useful information sources for data collection.</td>
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<tr>
<td>Inception report (T0+2 months)</td>
<td>The contractor submits an inception report. (for its content see section 4.1) Within two weeks the report</td>
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<td>Deadline (from starting date)</td>
<td>Task</td>
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<tr>
<td>First intermediate report (T0+11 months)</td>
<td>The contractor submits an intermediate report. (for its content see section 4.1)</td>
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<td>First intermediate meeting (T0+12 months)</td>
<td>The first intermediate meeting will serve to present the results of the intermediate report and discuss the development of the study and work and the remaining tasks.</td>
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<tr>
<td>Second intermediate report (T0+22 months)</td>
<td>The contractor submits an intermediate report. (for its content see section 4.1)</td>
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<tr>
<td>Second intermediate meeting (T0+23 months)</td>
<td>The second intermediate meeting will serve to present the results of the intermediate report and discuss the progress of the study and the remaining tasks.</td>
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<tr>
<td>Third intermediate meeting (T0+30 months)</td>
<td>The third intermediate meeting will serve to present the results of the work carried out so far and discuss on the work still to be done for the completion of the project.</td>
</tr>
<tr>
<td>Draft final study report (T0+ 34 months)</td>
<td>The contractor submits the draft final study report (for its content see section 4.1). Within 15 days after the receipt of the draft final report, the Commission will provide the contractor with comments.</td>
</tr>
<tr>
<td>Final study report (T0 + 36 months)</td>
<td>The contractor submits the final study report which reflects the Commission's comments.</td>
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3.6. Key documents

Policy Orientations on Road Safety 2010-2020:


Projects:

DaCoTA: www.dacota-project.eu

DaCoTA investigation manual: dacota-investigation-manual.eu

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

4.1. Reports

The contractor is requested to present:
a) An inception report outlining the details of the organisation and planning, particularly concerning sampling and investigation teams as referred to in tasks 1 and 2.

b) First intermediate report that will include (in addition to the above elements), a summary of the results for tasks 3, 4 and 5 obtained during the first 11 months of the project. The report will also describe the progress if the project in relation to its objectives, the problems encountered and the measures taken to address them.

c) Second intermediate report that will include (in addition to the above elements), a summary of results for tasks 3, 4 and 5 during the first 22 months of the project. The report will also describe the progress of the project in relation to its objectives, the problems encountered and the measures taken to address them.

d) A draft final report that will include the results of tasks for all tasks, including all the accident data collected and the investigation reports for each of the accidents.

e) A final study report that will taking into account the Commission's comments and requests.

The final study report shall include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;

- 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.

Publishable executive summary

The publishable executive summary shall be provided in English and shall include:

- 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.

All the reports shall be drafted in English. Very detailed or highly technical information may be presented in separate annexes.

As the study shall be made available to the public, no form of confidential data shall be contained in the final report.
4.2. Graphic requirements

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\(^6\).

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

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.

5. Annexes

1. Tenderer’s Identification Form
2. Declaration related to the exclusion 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

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\(^6\) 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
5.1. 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 tender MOVE/C4/2014-661-2

<table>
<thead>
<tr>
<th>Identity</th>
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<tbody>
<tr>
<td>Name of the tenderer</td>
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<tr>
<td>Legal status of the tenderer</td>
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<td>Date of registration</td>
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<td>Country of registration</td>
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<tr>
<td>Registration number</td>
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<td>VAT number</td>
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<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)(^7)</td>
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<thead>
<tr>
<th>Address</th>
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<tbody>
<tr>
<td>Address of registered office of tenderer</td>
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<tr>
<td>Where appropriate, administrative address of tenderer for the purposes of this invitation to tender</td>
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<tr>
<th>Contact Person</th>
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<tr>
<td>Surname:</td>
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<td>First name:</td>
<td></td>
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<tr>
<td>Title (e.g. Dr, Mr, Ms) :</td>
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<tr>
<td>Position (e.g. manager):</td>
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<td>Telephone number:</td>
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<td>Fax number:</td>
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\(^7\) For natural persons
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<th>E-mail address:</th>
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<table>
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<tr>
<th>Legal Representatives</th>
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<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>
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<table>
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<tr>
<th>Declaration by an authorised representative of the organisation[^8]</th>
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</table>

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

<table>
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<tr>
<th>Surname:</th>
<th>Signature:</th>
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<tr>
<td>First name:</td>
<td></td>
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</tbody>
</table>

[^8]: This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.
5.2. ANNEX 2

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)
[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\(^9\) 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\(^10\) if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

<table>
<thead>
<tr>
<th>Full name</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
</table>

\(^9\) This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

5.3. ANNEX 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor\(^\text{11}\)

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]

\(^{11}\) To be filled in and signed by each of the partners in a joint tender, except the lead partner;
5.4. ANNEX 4

Standard Word template for studies
5.5. ANNEX 5

DRAFT CONTRACT