CALL FOR TENDERS

Nº MOVE/C2/2013-994

Service contract regarding the continuation of the Transport Research and Innovation Portal (TRIP)

TENDER SPECIFICATIONS
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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 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 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**

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:


  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 expected to be 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 (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

The tenderer must have an overall average annual turnover for the last two financial years for which the accounts have been closed of minimum EUR 1.200.000.

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 relating to tenderers

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

- Proven experience of at least 5 years in successfully delivering actions that combine information collection, communication, dissemination, web-based data management and web design activities, with at least 3 relevant projects delivered in this field in the last 5 years with a minimum value for each project of €200.000;

- Proven experience in the management and coordination of international projects, with at least 3 projects delivered in the last 10 years;

- Proven experience in drafting and producing user-friendly reports and communication and dissemination material in the English language with at least 5 relevant deliverables produced in the last 5 years;

- Proven knowledge of research and innovation policy and actions of the European Union, proven by at least 5 years of experience in this field;

- Specific knowledge of EU Transport Policy and EU Transport Research and Innovation and its modal and cross-model sub-domains, proven by at least 5 years of experience in this field.
• The tenderer must prove capacity to draft reports in English.

b. Criteria relating to the team delivering the service:

Tenderers must demonstrate that all the requirements mentioned below are covered by the team proposed.

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

Project Manager: at least 5 years of professional 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 (at least €2,000,000) and coverage, with experience in team management of at least 10 people.

Expert in EU transport policy: relevant professional experience of at least 5 years in the field of EU transport policy, including at least 3 years of proven experience gained in infrastructure, vehicles and transport system development.

Expert in EU research and innovation policy: relevant professional experience of at least 5 years in the field, including at least 3 years of proven work experience in the field of Transport Research Activities.

Language quality check: at least one member of the team shall have native-level language skills in English or equivalent, as guaranteed by a certificate or relevant proven experience. Given the fact that English will be the working language of the project and all deliverables shall be produced in English, at least half of the members of the team involved should have proficiency level language skills in English, as guaranteed by a certificate or past relevant experience.

Expert in communication and dissemination: at least 5 years of professional experience gained in the field. Experience in web-based communication activities can be considered as an asset.

Expert in Web-based data management: at least 5 years professional experience in the field.

Expert in Web design: at least 5 years professional experience in the field, with special regard to proven experience in website design.

Drafting team: at least 3 members with at least 5 years relevant and proven professional experience gained in drafting policy/project analysis papers, project summaries, reports and documents for external publication.

c. Evidence:

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

• A list detailing the position and tasks for each member of the team;

• A list of relevant services provided by the tenderer in the past three years, preferably in table format, the title of the project, the size of budget for relevant services, duration of the contract the name of public and/or private recipients. The
most important services shall be accompanied by reference letters or certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;

- A detailed curriculum vitae in European CV format for each member of the team who will provide the service for this tender, including the management staff. The CVs shall present their educational and professional qualifications, degrees and diplomas, professional experience, research work, publications and linguistic skills. This requirement also applies to the management staff. Each CV provided should indicate the intended function in the delivery of the service;

- If several service providers/subcontractors are involved in the bid, each of them shall have and prove that they have the professional and technical capacity to perform the tasks assigned to them.

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. Only tenders that have reached a score of minimum 60% for each criterion and a total score of a minimum of 70% will be taken into consideration for awarding the contract.

Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.

Technical evaluation criteria - as weighted by percentage:

**Criterion No.1. Quality of the proposed methodology (60 points – threshold 60%)**

This criterion will assess the overall approach in conducting the tasks required in this tender. The following sub-criteria will be used to assess compliance with Criterion No.1:

*Sub-criterion No.1. - Description and clear understanding of the tasks to be performed (20 points)*

This sub-criterion will assess the thoroughness of the description of the tasks and the understanding of the tasks that need to be conducted as well as proposed risk mitigation measures.

*Sub-criterion No.2. - Methodology for data collection and for project and programme data analysis (20 points)*

This criterion will assess the capacity of the tenderer regarding data and information collection on research results, the verification of such data and information, programme and project data analysis, as well as methods for regular update of such information.

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2 The CV's shall be presented, in accordance with the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.
Attention will be given to the soundness and appropriateness of the proposed tools to proceed with the analysis of project results.

Sub-criterion No.3. - Communication and dissemination (20 points)

This sub-criterion will assess the strength and creativity of the outline Communication and Dissemination Plan as well as the proposed methodology for the preparation of thematic brochures, project synthesis reports, strategy papers and notes to be delivered under WP3.

Criterion No.2. Organisation of the work (30 points – threshold 60%)

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. Special attention will be given to the assessment of the appropriate management structure and risk management plan, as well as sound and realistic allocation of financial and human resources. This technical evaluation criterion will also assess 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.

Criterion No.3. Quality control (10 points – threshold 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 the continuity of the service in case of absence of the member of the team. The quality control system shall be detailed in the tender and shall be tailored to the tasks at hand; a generic quality system will result in a low score.

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.

The score for tender \( x \) is:

\[
\frac{\text{total quality score for award criteria for tender } x}{100} \times \text{multiplied by 60} \\
+ \frac{\text{cheapest price of all tenders}}{\text{price of tender } x} \times \text{multiplied by 40}
\]

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: 1.800.000 Euros (in words: one million eight hundred thousand Euros).

3. TECHNICAL SPECIFICATIONS

3.1. Background and rationale

The Treaty of the European Union (TFEU) entails the duty to disseminate and promote the research results produced within the Framework Programme in order to guarantee access to and benefit from the resources invested. At the moment the Transport Research and Innovation Portal (TRIP) showcases details on more than 7300 projects and information on more than 300 European, national and international transport research programmes.

TRIP is the most comprehensive public portal with information on transport research activities in Europe. It provides up-to-date information on projects, programmes and relevant activities. TRIP also serves as a key tool for awareness-raising on transport research results, and thus facilitates their uptake. Complementary products and services provided by TRIP include publications, targeted information and dissemination activities. TRIP serves as a tool for achieving an integrated, efficient and environmental-friendly European transport system.

European research produces vast amounts of results in terms of technologies, concepts and models that involve thousands of researchers and policy makers. It is necessary to extract key deliverables and feed them into the policy-making process, and to avoid duplication and fragmentation of information. By offering comprehensive and synthesised information on its website, TRIP can contribute to speeding up the pace of innovation in the transport sector.

3.2. Objectives and target groups

The anticipated contract will cover a 3-year period, during which the European Commission intends to focus on maintaining the current core functions and tasks of TRIP (where necessary with small re-orientations) and preparing the follow-up stage which remains to be defined.

The general objective of TRIP is to provide information on transport research in Europe in a structured and user-friendly manner. The two main target groups of TRIP are as follows:

- the European transport research community in the broadest sense;
- policy makers and decision-takers at European, national, regional and local levels.

3 Note: where this text refers to research this covers research in the broadest sense, i.e. it covers the full research and innovation cycle.
Citizens/transport users are not among the target groups. Reaching and interacting with them would require the opening of a new area of work, which is not in line with an approach which focusses and maintaining the current TRIP core functions and tasks.

3.3. Tasks

The tender should include the following five Work Packages (WPs) that may be subdivided.

WP1. Collection of data and information on transport research projects

The aim of WP1 is to verify and update the data and information on transport research projects currently included in the TRIP database, extend the current coverage through adding new project results and programme profiles, and ensure that the information is complete and regularly updated. Access links to final project reports and other useful project deliverables, when available, should be provided. The results of this WP will form the basis for WP2 and WP3.

The coverage of this WP is as follows:

- EU-funded transport research projects: projects managed by the Commission in line with past and current allocations of responsibilities (DGs MOVE, RTD, CNECT, ENER, ENTR, etc.), the executive agencies INEA and EASME, and relevant JTI's/JU's;
- national and other projects and programmes: projects which are directly linked with EU research projects and those that are believed to influence the outcome and evolution of EU policy.

The tender should include an outline-proposal for a Data Collection and Content Production Plan which sets out a coherent approach to data collection, management and its presentation through the TRIP portal, since TRIP has to provide information covering projects, programmes and the organisations involved in a well-structured way. The final version of this plan should be submitted in month 3 of the contract.

This WP will be implemented in cooperation with DG MOVE, INEA and with DG RTD, whose Common Support Centre is in charge of developing the general communication and dissemination strategy related to Horizon 2020. The detailed arrangements will be established during the inception phase of the contract.

WP2. Comprehensive analysis of project results

This WP covers the analysis of the project results collected in WP1 at scientific and policy level. The results of the analysis will then have to be made available to the target groups, serving as a sound information basis to policy and decision makers, programme managers, researchers and transport professionals.

WP2 includes the following tasks:

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5 INEA will manage a large part of transport research funded by Horizon 2020; EASME is responsible for the Horizon 2020 SME instrument which also covers transport.
• data and information screening and in-depth analysis: among others the in-depth analysis of individual project results, clustering and consolidation of results, identifying trends, preparing recommendations for further research and policy actions;

• analysing and cross referencing information on transport research projects at national level and other projects (and programmes), ensuring that this information remains distinct and can be searched separately from information on EU-funded projects;

• organisation of up to 2 thematic workshops per year on key transport research issues, including foresight activities for policy-making. The workshops could help to collect and validate information in support of the other tasks of this WP by engaging external parties. The topics, planning and time schedule of the thematic workshops will be agreed during the inception phase. This task includes collection and analysis of inputs, providing moderation, reporting and arranging travel and accommodation for maximum 4 experts/speakers per workshop.

The results of WP2 shall feed into WP3.

WP3. Communication, dissemination and promotion

The aim of WP3 is two-fold. Firstly, it covers communication activities related to the TRIP project. The tender shall cover the user-friendly and targeted distribution of consolidated information and knowledge about projects, project results and policy analysis to the target groups identified above. At the heart of TRIP lies a project information database, which will be made accessible through a user-friendly website. WP3 will play a key role in feeding the TRIP portal with information, publications, news and other relevant outcomes.

Based on the results of WP1 and WP2, easy-to-understand policy documents shall be prepared as follows:

• upon request of the Commission, up to 2 printed publications per year, in the form of Thematic Brochures or Project Synthesis Reports which add value to the brochures/reports prepared under the existing TRIP contract. The tenderer may come up with innovative and concrete proposals for the key content elements and structure which shall then be agreed during the inception phase. All documents shall be published in English and made available on-line on the TRIP portal as well as in paper format in at least 1000 copies. The tenderer shall take the format and layout of existing TRIP publications as a basis, and may include proposals on the further development of the format and layout in the tender.

• upon request of the Commission, ad hoc strategy papers and notes, including on input to policy and planning processes inside the Commission, which may also include the definition of R&I work programmes. The ad hoc strategy papers and

6 The brochures and reports shall be sent by post to a limited list of maximum 200 recipients which are key stakeholders in the field of transport research policy. The printed publications shall also be distributed among the participants in relevant events. The appropriate channels and the exact list of recipients for the distribution shall be proposed by the tenderer and validated by the Commission during the inception phase. The tenderer shall cover the costs incurred in terms of preparation, printing, shipping and publication under the contract.
notes will serve as working documents and are not intended for printed publications.

Secondly, WP3 covers dissemination and promotion activities. Beyond the production of the documents mentioned above, the tenderer be responsible for the dissemination of TRIP results and deliverables, and for promoting TRIP to its target groups through a set of clearly identified dissemination channels and events. These activities should result in an increase the use of TRIP by the target audience. The tenderer shall ensure the attainment of this objective through the delivery of, among others, the following tasks:

- providing the TRIP portal, including the possibility for users to submit project-related information, news and links as well as user-feedback;
- preparation and distribution of information and promotional material for TRIP;
- preparation and distribution of a monthly electronic newsletter, using the existing format. The database with email addresses established under the current contract will be made available and should be further expanded;
- establishment of a TRIP Helpdesk which can provide answers in English to queries directly related to information displayed on the TRIP portal within five working days.

The tender shall include these tasks in an outline Communication and Dissemination Plan which shall explain the role of each expert and/or consortium member involved. No later than 3 months after the signature of the contract, a final Communication and Dissemination Plan shall be submitted.

While preparing the outline Communication and Dissemination Plan, the tenderer shall take into account the following points:

- the tenderer shall propose appropriate communication tools and channels to reach the target audience;
- it is anticipated that no significant activities are expected during the contract as regards the dissemination and promotion of project results under Horizon 2020;
- in specific cases the Commission may ask for dissemination and promotion activities that address the media and/or the general public;
- the tenderer shall present a dedicated approach to establishing a user-community with quantified targets and come up with proposals on how to ensure targeted media coverage at EU, national and regional levels, especially though transport research media;
- the plan shall include proposals on the list of suggested events that might be of strategic importance for the transport research community and provide for a promotion and dissemination opportunity of TRIP results. The tenderer shall represent TRIP at a minimum of 2 events per year. The final number and list of events to be organised shall be defined during the inception phase;
all communication, dissemination and promotion materials shall be prepared in English only and shall be made available on the portal.

WP4. Future scenario for TRIP

This WP aims to lay down the basis for the future upgrade or re-positioning of TRIP in order to reflect the results of ongoing discussions on the establishment of TRIMIS\(^7\) and the corporate level information and dissemination strategy\(^8\). This might bring significant changes for TRIP and its functionalities.

Dedicated resources need to be foreseen to elaborate possible scenarios for the future of TRIP, presenting the conclusions in a note on the Future Scenarios for TRIP. This includes the development and assessment of different options and assessing their possible implications. The future scenarios will be agreed during the inception phase and may include the following options:

- integration of certain TRIP tasks, content and products in (future) CORDIS\(^9\);
- integration of certain TRIP tasks, content and products in (future) TRIMIS;
- integration of the TRIP portal in the Commission's Europa website, in view of the phasing out of external websites financed by the Commission.

These options should be seen in combination with a possible modification (extension/reduction) in the tasks, content and products of TRIP and a modernisation of the technical functionalities and web-interface of TRIP. Resources should be made available for the preparation of the implementation of the preferred option for the future scenario for the further development of TRIP\(^{10}\), once this has been decided by the Commission.

The note on the Future Scenarios should be presented no later than 12 months after the start of the contract. The tenderer shall work closely with the Commission services on the analysis. The budget allocated to the work under WP 4 shall not exceed 5% of the total budget of the proposal.

WP5. Project management and coordination

The aim of this WP is to ensure an efficient and effective implementation of the work covered by the contract. The tender shall demonstrate a pro-active attitude towards project

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\(^8\) See WP 1.

\(^9\) CORDIS is the Community Research and Development Information Service which provides the web portal for dissemination of information on EU-funded research projects and their outcomes as well as their exploitation.

\(^{10}\) This shall include proposing and preparing a mechanism for transferring TRIP content into the new system. The handover of the relevant information shall be in accordance with guidance, for example on technical and IT requirements, provided by the Commission.
management and coordination, and shall include quantitative targets in the proposal in order to ensure the monitoring of contract delivery efficiently and effectively.

The contractor is expected to follow an integrated approach to the overall management, including regular reporting to the European Commission for monitoring purposes. The contractor shall present and implement a flexible, reactive and dedicated management structure with relevant expertise and prior experience in the field of the tender (transport, research, innovation and communication).

The tender shall include an outline project management plan that shall allow for a strong coordination between the key actors, such as the management team proposed, the consortium as a whole, the European Commission and any support network created to implement the project.

Particular attention should be given to unforeseen events and their mitigation. In the project management plan, the contractor shall include a risk management plan, covering all WPs, foreseeing risks, estimating impacts and outlining planned mitigation measures.

The management team will be responsible for the overall quality control of the outputs of the project including the quality control before the final submission of draft deliverables to the Commission. In order to facilitate the overall supervision of the activities, the management plan has to be supported by charts illustrating the duration of activities, measures envisaged for quality control as well as key links between activities and WPs.

Following the inception meeting, the contractor will submit an inception report together with the final project management plan, including the risk management plan, taking account of the further guidance given by the Commission. The budget allocated to the work under WP5 shall not exceed 20% of the total budget of the proposal.

3.4. Overall methodology

The methodology and the framework for collecting, analysing, presenting and promoting the results and all produced material will have to be transparent and consistent. This framework will also take into account the target audience and its expectations.

All contents published must be independent of special interests, whether private or national, regional or local. Therefore, the website should not be used for the distribution of subjective, biased and/or interest-based information (besides clearly identified events and news items) or for third-party advertising or promotion.

The contractor must ensure that there are no restrictions based on confidentiality and/or intellectual property rights to be expected from any third party impeding the publication of any data and documents. By no means will there be any information on the site that is not suited for public use.

Unless clearly specified in these terms of reference, and in order to ensure coherence and continuity, the tasks associated with this contract will be carried by members of the consortium. Only justified tasks requiring specific expertise may be subcontracted but must be clearly indicated in light of what is specified in the terms of contract under Article II.7 of Chapter II. General Conditions for Service Contracts on subcontracting.
3.5. Duration of the tasks

The duration of the tasks shall not exceed 36 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.

3.6. Overview of deliverables

Execution of the tasks begins after the date on which the contract enters into force. An Inception Meeting will take place in Brussels, at the latest 1 month following the signature of the contract, in order to settle all the details of the work to be undertaken. It is estimated that at least 2 meetings per year will be held between the European Commission and the Contractor in order to review progress, to discuss key issues and to exchange information. If needed, further meetings will be held. The tenderer will commit to respond to requests from the EC within 3 working days.

The Contractor shall provide the European Commission deliverables of the highest quality and fully in line with relevant policy priorities and programmes in the field of transport, research and innovation.

The following reports shall be submitted, all in English:

Inception Report: the inception report, expected at the end of Month 2 after contract signature, will serve as a reference document for the Commission and for the project partners during the lifetime of the project. It will contain the detailed work programme, based on these tender specifications, taking into account any changes agreed during the initial phase of the contract. The inception report will be discussed in a meeting with the Commission. The Final Project Management Plan, including Risk Management Plan is to be submitted together with the Inception Report, but as a separate document.

Progress Reports: progress reports will be submitted in Month 6 of each contract year (i.e. months 6, 18, etc.). It is not necessary to submit progress reports, in months when the submission of an interim technical report is expected (i.e. in Months 12, 24 etc.). The progress reports will provide the Commission with a detailed overview of the progress in implementation, human and financial resources use, main achievements, user feedback and comparisons with the quantitative targets mentioned in WP5. In the progress reports the contractor should undertake an evaluation both in terms of outputs and of impacts of the work undertaken. Web site access statistics including downloads, online feedback, number of pages viewed by visitors, origins of visitors, average time on site etc. shall be provided.

Interim Technical Report: interim technical report showing progress of the implementation of the contract shall be submitted to the Commission in Month 12 of each contract year (i.e. Months 12, 24, etc.). These interim technical reports will differ from the progress reports in the sense that it will also include a detailed analysis of the work that still needs to be carried out, highlighting any delays. The Commission shall have 45 days from receipt to approve or reject the report. Within 20 days of receiving the Commission’s observations the contractor will provide additional information or a revised report. The interim technical reports delivered in Months 12 and 24 will be accompanied by a request for interim payment. The deliverable "Note on Future Scenarios for TRIP", which shall be
submitted in Month 12 of the total duration of the execution of tasks, shall form a separate document from the Interim Technical Report.

**Final Report:** the contractor will submit a draft final report, together with a final financial report, to the Commission at the latest 35 months after the signature of the contract. The report will describe all of the technical work and results achieved by the project. Within 45 days after the submission of the draft final report the Commission will provide the contractor with its comments. A date of a meeting in (Brussels) may be agreed to discuss the Commission’s questions or observations. After receiving the Commission's feedback, the contractor shall have 20 days to submit additional information or a new, revised version of the final report.

**Report format and publication:** 3 copies of all 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 project. For this purpose, the contractor must ensure that the information contained in the final report is not subject to any restrictions deriving from intellectual property rights of third parties. Should the contractor intend to use data during the project, which cannot be published, this must be explicitly mentioned in the offer.

The preparation of the deliverables can be summarised as follows:

<table>
<thead>
<tr>
<th>Key internal and external deliverables</th>
<th>Delivery date (month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newsletters</td>
<td>From the end of Month 1 onwards</td>
</tr>
<tr>
<td>Inception Report</td>
<td>Month 2</td>
</tr>
<tr>
<td>Final Project Management Plan, including Risk Management Plan</td>
<td>Month 2</td>
</tr>
<tr>
<td>Data Collection and Content Production Plan</td>
<td>Month 3</td>
</tr>
<tr>
<td>Communication and Dissemination Plan</td>
<td>Month 3</td>
</tr>
<tr>
<td>Thematic Brochures, Project Synthesis Reports, Strategy papers/notes</td>
<td>From Month 3 onwards</td>
</tr>
<tr>
<td>Project entries</td>
<td>At least on a monthly basis from Month 2 onwards</td>
</tr>
<tr>
<td>Progress Report</td>
<td>Month 6 of each contract year</td>
</tr>
<tr>
<td>Interim Technical Report</td>
<td>Month 12 of each contract year</td>
</tr>
<tr>
<td>Note on Future Scenarios for TRIP</td>
<td>Month 12</td>
</tr>
<tr>
<td>Final Report with annex</td>
<td>Month 35</td>
</tr>
</tbody>
</table>

11 A backup of the website and extranet files as well as of the entire database, alongside with details of the registered domain name and the e-newsletter contact database on DVD format will be attached to the final report. A detailed manual will also be provided with guidance for setting the server environment correctly and installing the website and the extranet platform that allows administering the dynamic data via a convenient backend and setting up of sophisticated publishing workflows.
3.7. Quality Control

The contractor will be responsible for the content of the material produced during the contract. The first quality check will be the responsibility of the contractor. Final quality control will be ensured by the Commission, especially in issues related to policies. Material with high external visibility will have to be agreed by the Commission. Draft supporting material for workshops and events shall also be submitted in advance for approval by the Commission.

3.8. Intellectual property rights

The updated TRIP portal together with all the final deliverables will become the property of the European Commission shall be handed over by the tenderer to the Commission by the end of the contract, in line with clauses I.8. and II.10 of the service contract.

3.9. Handover of the existing TRIP Portal

Within one month after the signature of the contract, the current contractor will provide to the new contractor a backup of the website and extranet files as well as of the entire database, alongside with details of the registered domain name and the contact databases, on DVD format. At that point, information will be provided to guide the new contractor in setting the server environment correctly and installing the website and extranet platform.

The tenderer shall propose an appropriate mechanism for providing the transfer of the content into the new system in line with the present technology used as well as the content and structure of the existing portal.

3.10. Requirements regarding the content, structure, layout and technology of the TRIP portal

3.10.1. The technology used in the existing portal

The overall work will be carried out on the basis of the results already achieved under the existing TRIP contract, thus building upon its legacy. The existing TRIP Portal is divided into a public internet site and a content management system that requires a log-in. It is installed on the consortium's web server, operated under Microsoft Windows 2003 Release 2 and Internet Information Services 6. The Internet site is running on Adobe ColdFusion 9, served by a Microsoft SQL Server 2008 database release 2. The open source 3rd party tool TinyMCE is used for HTML editing in the content management system (www.tinyMCE.com). Another 3rd party component is Image library.

3.10.2. Portal development and maintenance

The tenderer may come up with a limited number of proposals on how to improve the content and structure of TRIP in order to ensure user-friendliness of the portal, especially in terms of structure, navigation and search functions. Technical modifications are allowed provided that these improve the user friendliness of the portal. Any proposals on changes shall be detailed in the Communication and Dissemination Plan and must be agreed in advance with the Commission.

The tenderer shall be responsible for the maintenance of the portal and its appropriate protection.
3.10.3. Layout and identity of the portal

The identity of TRIP is close to that of the European Union. This identity should be respected in order to ensure continuity and avoid disturbance of the users. However, the tenderer is invited to come up with proposals on how to improve the layout of the portal in line with the above mentioned requirements and respecting the requirements set for its visual identity.

Should any changes be made to the layout of portals of the European Union, the contractor will follow these changes and adapt the TRIP Portal accordingly.

3.11. Place of performance

The tasks will be performed on the tenderer’s premises. However, meetings between the tenderer and the European Commission will be held on the premises of the European Commission in Brussels.

4. Content, Structure and graphic requirements of the final deliverables

All communication, dissemination and promotion material 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 tenderer shall act in line with the commitment of the Commission 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 with which the tenderer shall comply.

Pdf versions of documents intended for online publication should respect W3C guidelines for accessible pdf documents. See: http://www.w3.org/WAI/

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. Draft Contract

12 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
## 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/C2/xxx**

<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)(^{13})</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>
</tbody>
</table>

\(^{13}\) For natural persons
### Legal Representatives

| Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties |

#### Declaration by an authorised representative of the organisation\textsuperscript{14}

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

| Surname: | First name: | Signature: |

\textsuperscript{14} 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 on exclusion criteria and absence of conflict of interest

(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\textsuperscript{15} 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\textsuperscript{16} 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.

\textsuperscript{15} This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

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>


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:

17 To be filled in and signed by each of the partners in a joint tender, except the lead partner
ANNEX 4
DRAFT CONTRACT