CALL FOR TENDERS

Nº MOVE/B2/2015-499

TENDER SPECIFICATIONS
# TABLE OF CONTENTS

1. INFORMATION ON TENDERING ................................................................. 3  
   1.1. Participation .................................................................................... 3  
   1.2. Contractual conditions ..................................................................... 3  
   1.3. Joint tenders .................................................................................. 3  
   1.4. Subcontracting ................................................................................ 4  
   1.5. Content of the tender ....................................................................... 4  
   1.6. Identification of the tenderer: legal capacity and status .................. 4  
2. EVALUATION AND AWARD ................................................................. 5  
   2.1. Evaluation steps ............................................................................... 5  
   2.2. Exclusion criteria ........................................................................... 5  
   2.3. Selection criteria ............................................................................ 5  
   2.4. Award criteria ................................................................................ 8  
   2.5. Technical offer ............................................................................... 9  
   2.6. Financial offer ............................................................................... 9  
3. TECHNICAL SPECIFICATIONS ............................................................. 9  
4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES (*IF RELEVANT*) ................................................................. 17  
5. ANNEXES ............................................................................................ 17
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 tenders is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

1.2. Contractual conditions

The tenderer should bear in mind the 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.

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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 or 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 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 tenders.

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 annual turnover for each the last two financial years equal or above €130.000.

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, 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: - The tenderer must prove experience in the field of railway sector and knowledge of the EU activities in this sector, in particular regarding the interoperability of trans-European rail systems with at least three years of continuous experience in this field.

- The tenderer must prove experience in the field of standardisation policy and the concepts of the New Approach and the Global Approach, particularly regarding conformity assessment and the role of notified bodies with at least five years of experience in this field.

- The tenderer must prove knowledge in computer literacy and ability to use information and communication technologies.

- The tenderer must prove experience of working in English with at least 3 projects delivered in the last three years showing the necessary language coverage.

- The tenderer must prove capacity to draft reports and technical and administrative documents in English.
- The tenderer must prove experience in coordination, communication, data collection and drafting reports and recommendations.

- The tenderer must prove knowledge in the field of development and management of website, in particular in Altova XMLSpy software or similar.

b. Criteria relating to the team delivering the service:

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

- Expertise in rail interoperability or accreditation: at least two technical experts must have a relevant higher education degree and/or 3 years' professional experience in the field of the EU legislation regarding rail interoperability or accreditation systems, in the rail sector or another transport sector. Both experts shall have at least 3 years of experience in overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in projects of a similar size and coverage. One of the experts must be designated as the project manager.

In addition, the team collectively must have the following expertise:

- Expertise in web management: at least one member of the team must prove experience in website management, as guaranteed by past relevant experience.

Language quality check: at least the technical experts must have proficiency level language skills in English, as guaranteed by a certificate or past relevant experience.

Organisation of meetings: collectively the team must have experience of the preparation and organisation of high level international meetings with proven experience of at least 4 events in the last three years.

Drafting skills: collectively the team should have very good communication and drafting skills in English, in particular drafting technical documents, as proven by the past relevant experience.

c. Evidence:

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

- List of relevant services provided (or completed, in the case of a longer contract) 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.

- **Quality of the proposed methodology** (50 points - minimum threshold 60%)

  This criterion will assess how the tenderer understands and addresses the purposes of the invitation, as described in paragraph 3.1, and the tasks to be undertaken, as described in paragraph 3.2, in particular, whether the proposed methodology is sound and reliable in terms of the purposes and all the tasks. This criterion will also assess the quality and completeness of the proposed methodology, as well as the adequacy of the tender from the point of view of the need to perform the tasks in a timely manner with the requested quality.

  Score for this criterion will be divided as follows: the general approach, as described above, to the purposes of the tender and to the tasks – up to 14 points.

  In addition, the methodology proposed to ensure proper:

  - discharge of the duties and functioning of the Technical Secretary – up to 12 points;
  - conduct of relations with the Chairman, Vice-chairman, subgroup leaders, Administrative Secretariat and the members of the group of notified bodies – up to 12 points
  - functioning and updating of the NB-Rail and CIRCABC websites – up to 12 points.

- **Organisation of the work** (30 points – minimum 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. 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.

  Attention will be paid to the quality of the organisation of the work proposed, considering the adequacy of the structure to deliver, appropriateness of the management structure for the delivery of the service and coordination mechanism as well as the composition of the team and appropriateness of task distribution among the staff proposed to execute the task.

- **Quality control measures** (20 points – minimum 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 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 minimum 60% for each criterion and minimum 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 60/40 is given to quality and price.

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

2.5. **Technical offer**

The technical offer must cover all aspects and tasks required in the technical 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 not evaluated.

2.6. **Financial offer**

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

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

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

The maximum budget available for this contract for 4 years is 260 000 euros. Offers exceeding this amount will not be evaluated.

3. **TECHNICAL SPECIFICATIONS**

3.1 General background

Council Decision 768/2008/EC\(^2\) lays down that the Commission, in cooperation with Member States, must ensure that close cooperation is organised between the notified

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bodies in order to ensure consistent technical application of the conformity assessment procedures set out in the Community Harmonisation Directives based on the "New Approach"\(^3\) and the "Global Approach"\(^4\).

For this purpose, the notified bodies notified for a particular Directive or field must meet with each other to ensure coordination and establish consistent methods which will make certain that their conformity assessment activities are all based on the same agreed principles and produce comparable and reliable results.

Moreover, in order to ensure consistency between the various groups, the Commission can assemble and organise inter-sector groups, by inviting the technical secretaries and Chairmen of the coordination of notified bodies either together or in restricted groups when specific subjects are discussed.

Experience to date implementing above Directives has shown that, in the interest of efficiency, the Coordination Chair for each group of notified bodies should be assisted both by a permanent Administrative Secretariat which provides logistical support for the groups' work, and by a Technical Secretariat, responsible in particular for helping them with technical matters, and providing assistance in the drawing up of reports and technical documents and drawing up an agenda.

The Commission services attach great importance to maintaining a balance of interests between the various nationalities in the Chairmanship of the coordination groups and in the technical secretariats, and consider that, while a single body can provide the administrative secretariat for different groups of notified bodies, each group should have its own technical secretariat, in view of the technical knowledge particular to the areas covered by each of the directives concerns.

Moreover, this approach is likely to facilitate the meetings, where needed, of intersectorial groups to deal with problems relating two or more directives.

Under the Connecting Europe Facility (CEF), €26.25 billion will be made available from the EU’s 2014-2020 budget to co-fund TEN-T projects in the EU Member States. The CEF provides the EU financial assistance to projects of common interest in transport, energy and telecommunications infrastructure sectors, in order to accelerate investment in the trans-European networks and to exploit potential synergies between these sectors.

Notified Bodies, under Directive 2008/57/EU, constitute an essential body in order to guarantee the interoperability to achieve the target of a single European rail area. Rail interoperability is among the priorities of the work programme, established on the basis of the Commission Delegated Regulation No 275/2014 of 7 January 2013 detailing the transport funding priorities for the Connecting Europe Facility.

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Since the establishment of NB-Rail, a Technical Secretariat has been designated for the group for consecutive 12-month periods, under contractual arrangements with the Commission. Since 2011, the European Railway Agency (ERA) has assumed the role of the Technical Secretariat of NB-Rail. For the next years, the technical secretariat will be held by external organisations.

The purpose of this invitation to tender is to designate the Technical Secretariat of NB-Rail, the coordination group of notified bodies under Directive 2008/57/EC on the interoperability of the rail system within the Community.

Under this contract, only one person will be nominated as Technical Secretary, which should act as only Contact Point with all participants and institutions involved in NB-Rail. However, different experts belonging to the company could participate assisting the chair in each subgroup meeting on the condition that the information exchange and communication activities should be done by the contact Point, as the only interlocutor. Nevertheless, bids must also include the name of an alternate to act as back-up or to cover the eventuality of the nominated person being unable to continue exercising his or her function.

However, no change of Technical Secretary may take place without the prior agreement of the Commission, which reserves the right to reject a proposal by the Contractors to replace the Technical Secretary.

The following information is considered of interest as regards potential bidders:

- Information on conformity assessment and notified bodies:

- Conformity assessment bodies notified according to Directive 2008/57/EC:

- General information on NB-Rail

3.2 Tasks and meetings

The tasks to be carried out by the Technical Secretary referred to under this call for tender are the following:

1. The Technical Secretary is to assist the Chairman and vice-chairman of the coordination group of notified bodies and the subgroup leaders, in carrying out their duties.

   Therefore, the Contractor's tasks are to:

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a. ensure the continuity of the Technical Secretariat's work throughout the duration of the contract, including the handover at the conclusion of the contract;

b. keep abreast of, and report to the group on, the progress made on implementing Community legislation in the rail sector and activities in the field of European standardisation. To this end, the Technical Secretary and the members of NB-Rail will have to make the fullest possible use of new information technologies and, in particular, the "NB-Rail" forum, the interest group of notified bodies in the rail sector, available on CIRCA and on NB-Rail webpage at the following Internet address:

https://circabc.europa.eu/w/browse/14549d19-55f9-4984-835e-e26de2e8e2fb


In addition to contributing towards the definition of the architecture and the updating of this forum, the Contractor will also be required to run any newsgroups set up on this site.

c. prepare, take part in and assist in running the plenary meetings, strategy meetings and subgroup meetings of NB-Rail.

This task will include (non-exhaustively) the following:

- Coordinate the meeting location with the host and support the host in charge of the meeting, including reservation of a meeting room under its budget at a maximum of 5 times per year.

- Six weeks before the meeting, send the invitation with the location of the meeting and the basic information on the recommended accommodation to the attendants.

- Before each meeting, update the agenda and, in coordination with the chair and subgroup leaders, maintain a continuous communication with the attendants.

- At least one week before the meeting, send the final agenda and the supporting documents of the meeting to the attendants.

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6 CIRCABC (Communication & Information Resource Centre Administrator) is an extranet tool, developed under the European Commission's IDABC programme. It aims to meet the needs of public administrations and enables a given community (e.g. a group of notified bodies) geographically spread across Europe (and beyond) to maintain a private space on the Internet where they can share information and documents, participate in discussions forums and benefit from various other functions. This private space is called an 'Interest Group'.
• Keep updated in CIRCABC and NB-Rail website the list of contact of members of the strategic group and the different subgroups.

After each meeting, the Technical Secretariat will:

• Send the minutes of the meetings, until two weeks after plenary and strategy meetings, and until one week after subgroup meetings.

• Update the internal documents, Recommendations for use, Questions and Clarifications, working documents and presentations.

• Send presentations of subgroup meetings to the member of Strategy and Plenary meetings, at least one week before of these meetings.

In the case of Plenary meetings, the reservation and associated costs of meeting rooms is supported by the Administrative Secretariat (not covered by this contract). For these meetings the Technical Secretariat will liaise with the Administrative Secretariat and communicate to the participants the venue of the meeting.

d. Collect all useful technical information and organise it in such a way as to enable the notified bodies to exercise and coordinate their activities as efficiently as possible.

e. Suggest possible ways to develop, implement and facilitate replied to technical issues or matters raised by members of NB-Rail.

f. Take part in coordination meetings with the Commission departments in Brussels and, at the Commission's request, in possible technical coordination meetings with the European Railway Agency and with the European standardisation bodies (CEN/CENELEC/ETSI).

g. Draw up recommendations for use (RFUs) and questions and clarifications (Q&C) 7 according to suggestions and comments from NB-Rail members

h. Ensure follow-up during deliberation and finalisation stages of the documents described above. Keep up-to-date in NB-Rail website and CIRCABC a document with the track record of the status of each NB-Rail document.

7 An RFU is a document for internal use within NB-Rail, recording questions, issues or concerns and the agreed answers. A Q&C is a document used to record questions, issues or concerns and the agreed answers on matters that cannot be dealt with internally from within NB-Rail i.e. that requires action, approval or input from external bodies.

RFUs may be subject of comments and measures on the part of the RISC regulatory committee in accordance with the procedure provided for by Article 29 of Directive 2008/57/EC.

i. Draft and classify NR-Rail documents in such way as to ensure that they can be used quickly and efficiently. This implies, amongst other things, the use of appropriate templates and upload in NB-Rail and CIRCABC websites.

j. The Technical Secretary shall upload in the relevant section of the CIRCABC web site records of every meeting in which she or he has taken part no later than two weeks after the date of the meeting.

2. The Technical Secretary must provide and manage a publically-accessible and stand-alone webpage containing all necessary information about NB-Rail and providing robust, simple and searchable document library. It should also include providing functional email addresses, with an appropriate NB-Rail domain, for the Chairman, Vice-chairman and sub-group leaders.

Regarding this point, the Contractor's main tasks are to:

- Maintain the NB-Rail website. This platform will be used to share information between NB-Rail members, European Commission, European Railway Agency and other interest parts and to make public the documents for the sector.

- The Technical Secretary must also uploaded documents produced during the meetings and as follow-up (agenda, minutes, attendance lists, etc), as well as other technical documents (RFUs, Q&C, document with the track record of the status of each NB-Rail document, list of sub-groups members, etc) until two weeks after the meetings.

- The Technical Secretary, as webmaster, should manage the public and private access to the website according to NB-Rail privacy policy.

The activities of the Technical Secretary are expected to require a maximum of 100 man-days per year.

Over each 12-month period, this services contract will involve participation in a maximum of:

- 2 coordination meetings with Commission departments in Brussels, that includes meetings to discuss the yearly reports (interim and final), as referred to in paragraph 3.3 below. The exact dates of the meetings will be agreed upon with the Contractor.

- 3 plenary meetings of the group of notified bodies usually in Brussels.

- 3 strategy meetings of the group of notified bodies

These meetings will take place in Brussels or in any Member State of the European Union.

- 12 subgroup meetings, 3 for each of the four structural subsystems:
- Infrastructure (INF): 3 meetings per year.
- Energy (ENE): 3 meetings per year.
- Rolling Stock (RST): 3 meetings per year.
- ERTMS including the trackside and on-board elements of the control-command and signalling subsystem (CCS): 3 meetings per year.

The sub-group meetings will take place in Brussels or in any Member State of the European Union.

➤ 2 meetings with NB-Rail members, the European Railway Agency or the European standardisation bodies (CEN/CENELEC/ETSI).

➤ A kick-off meeting will take place in Brussels, at the latest 21 days following the entry into force of the contract, in order to settle all the details of the work to be undertaken.

➤ In addition, the Commission has the right to call upon additional ad hoc meetings – up to one additional meeting per year. The contractor is obliged to take part of those meetings. The meetings would take place in the Commission's premises in Brussels.

3.3 The deliverables.

In addition to the technical documents required to carry out the tasks stipulated by the contract, the contractor will submit the following reports to the Commission according to the schedule referred to in paragraph 3.4 below:

➤ interim yearly reports (up to 3), and

➤ final report (1)

The interim yearly reports and the final report must include:

- a detailed description of the work achieved for the twelve-month period, including the records of the meetings drawn up by the Technical Secretary in annex;

- a detailed description of the work in progress as well as a detailed forecast of the future tasks;

- a timetable of the activities of the technical secretary showing with the highest precision the number of man-days devoted in the concerned period. This timetable should be in line with the financial offers. Duly completed and signed Activity Schedules, attesting the time devoted to the tasks (achieved work and work in progress) will be joined to the management report. These schedules will provide the basis for calculating the invoice relating to the period covered.

In addition, the final report, or, in the case the contract will not be renewed to the next year, then the last yearly (interim) report must include a handover note that indicates, in a detailed and structured way, all outstanding issues and tasks to be brought to the attention to and / or solved by any person taking over the tasks.
After receiving the draft reports, the Commission will make its comments and suggestions known to the contractor, who will then have 15 days to amend the report, thereby taking into account all the Commission's remarks and delivering the improved version of the final report.

All 4 reports should be submitted in English in Microsoft Word electronic format and accompanied by one paper copy.

- Throughout the duration of the contract and unless indicated otherwise by the Commission, the contractor is requested to send on monthly basis, by e-mail to the Commission's designated contact person, a brief (maximum 1-2 pages) summary of the tasks undertaken, thereby also raising any problems and questions that have occurred. The monthly summaries will be sent in no later than by the end of each month.

Finally, the Commission reserves the right to ask the contractor to provide a copy of all the documents drawn up by the technical secretary as well as the documents, in preparation or finalised but not yet submitted or approved by the group(s).

### 3.4 Duration, payment schedules

The contract is concluded for 12 months, and is a subject to automatical renewal up to 3 times, each time for a period of execution of tasks of 12 months.

Therefore, the total duration of the tasks shall not exceed 48 months. This period is calculated in calendar days.

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

The following schedule will apply to the deliverables and to the payments: **in the case the contract will not be renewed, the contractor is not entitled to the payments for the following years, and the interim payment for the last year of validity of the contract shall be treated as the payment for balance.**

<table>
<thead>
<tr>
<th>DOCUMENT</th>
<th>TIMING</th>
<th>Percentage of the amount in the Article 1.3.1 of the contract (period of 4 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-financing</td>
<td>T(entry into force of the contract) + 1 month</td>
<td>10%</td>
</tr>
<tr>
<td>Draft report for the 1\textsuperscript{st} year</td>
<td>T+10 months</td>
<td>20%</td>
</tr>
<tr>
<td>Draft report for the 2\textsuperscript{nd} year</td>
<td>T+22 months</td>
<td>20%</td>
</tr>
<tr>
<td>Draft report for the 3\textsuperscript{rd} year</td>
<td>T+34 months</td>
<td>20%</td>
</tr>
</tbody>
</table>
4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES

All documents 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\(^8\).

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](http://www.w3.org/WAI/ WCAG20/) 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](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

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

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\(^8\) 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](mailto: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 tenders MOVE/B2

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

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

<table>
<thead>
<tr>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname:</td>
</tr>
<tr>
<td>First name:</td>
</tr>
<tr>
<td>Title (e.g. Dr, Mr, Ms) :</td>
</tr>
<tr>
<td>Position (e.g. manager):</td>
</tr>
</tbody>
</table>

9 For natural persons
Telephone number:
Fax number:
E-mail address:

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

<table>
<thead>
<tr>
<th>Declaration by an authorised representative of the organisation(^{10})</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</td>
</tr>
</tbody>
</table>

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

\(^{10}\) 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 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{11} 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{12} 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>

\textsuperscript{11} This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

\textsuperscript{12} As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation
ANNEX 3

POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor\(^\text{13}\)

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:

\(^{13}\) To be filled in and signed by each partner in a joint tender, except the lead partner;
ANNEX 4
DRAFT CONTRACT

Please see separate document