TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. MOVE/A3/2015-420 concerning
a framework contract for long-term quantitative assessment of
transport policy scenarios

Open procedure
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1. INTRODUCTION

The European Commission (further referred to as "the Commission"), in particular the Directorate A – Policy coordination and security of the Directorate-General for Mobility and Transport, is launching an Invitation to Tender for services with a view to conclude a single framework contract.

The purpose of the framework contract is to provide at short notice the Commission (further referred to as a "contracting authority") with long-term quantitative outlooks for developments in the transport systems of all Member States of the EU, using highly qualified external expertise.

On the basis of the framework contract, the Commission may request the provision of long range transport outlooks, i.e. either baselines, scenarios or variants by means of a specific contract. The Commission may also request combinations of such baselines/scenarios/variants in order to exploit synergies between the different tasks and to optimise the administration of the modelling through the conclusion of specific contracts.

The services to be provided, including the definitions of baselines/scenarios/variants, are further detailed in the Technical Specifications (section 4).

A «single framework contract» will be concluded with the selected tenderer. A «single framework contract» means a situation whereby one framework contract is concluded between the contracting authority and the selected tenderer, setting out the general contractual terms (legal, financial, technical, administrative, etc.) that apply during the period of validity and govern commercial relations between the contracting authority and the contractor. Following the conclusion of the framework contract, for each specific assignment, the contracting authority may request the contractor to submit a specific bid and it will conclude the specific contract with him unless it fails to reply satisfactorily to the request. More information about the specific contracts can be found in the Tender Specifications (section 5).

The framework contract will be concluded for a period of 12 months and shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before its expiry. The total duration of a framework contract will not exceed 4 years.

The description of potential services is provided in the Technical Specifications (section 4). The specific Terms of Reference, which will form part of a request to bid for each specific contract, will describe in detail the objectives of each individual assignment. The estimated amount of work involved is provided in the Tender Specifications (section 3).

2. INFORMATION ON TENDERING FOR THE FRAMEWORK CONTRACT

2.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public
procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement\(^1\) concluded within the WTO applies, the participation to the call for tenders is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

2.2. **Contractual conditions**

The tenderer should bear in mind the provisions of the draft framework contract (Annex 5) which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

2.3. **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.

2.4. **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%.

\(^1\) See [http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm](http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm)
During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

2.5. **Content of the tender**

The tenders must be presented as follows:

- Part A: Identification of the tenderer (see section 2.6)
- Part B: Evidence for exclusion criteria (see section 3.2)
- Part C: Evidence for selection criteria (see section 3.3)
- Part D: Technical offer (see section 3.5)
- Part E: Financial offer (see section 3.6)
- Part F: Power of attorney (for consortia only, see Annex 3)

2.6. **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 intended share of work in some specific contracts under the framework contract is expected to be above 20%.

- 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: [http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities _en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities _en.cfm)

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

- If it has not been included with the Legal Entity Form, tenderers must provide the following information:
  - For legal persons, a legible copy of the notice of appointment of the **persons authorised to represent the tenderer** in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
  - For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- The tenderer (only the leader in case of joint tender) must provide a **Financial Identification Form and supporting documents**. The form is available on: [http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)
3. **Evaluation and Award of the Framework Contract**

3.1. **Evaluation steps**

The procedure for the award of the framework contract will concern only admissible bids (see requirements in the Invitation to Tender, in particular, regarding the deadline for submission and the presentation of the tenders and packaging).

The evaluation of bids 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.

3.2. **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 work in some specific contracts under the framework 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 work in some specific contracts under the framework contract is expected to be above 20%.

3.3. **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.
3.3.1. 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 of the last two financial years above € 250 000.

The following evidence should be provided:

- Copy of the profit and loss account for the last two years for which accounts have been closed, where publication of this document is required under the company law of the country in which the economic operator is established. The figures to be taken into account must be clearly indicated and/or highlighted in the tender.

- 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.

3.3.2. 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:

1) The tenderer shall have successfully completed at least 3 projects in the field related to the framework contract concerned in the past 3 years, with a minimum value for each project of € 100 000.

2) The tenderer must prove experience of working in English and capacity to draft reports in English, with at least 3 projects delivered in the last 3 years.

3) The tenderer must prove experience of working on all EU countries with at least 3 projects delivered in the last 3 years, the combination of which must show the necessary coverage.

For the purpose of the framework contract, the tenderer will need to make use of existing model(s) and database(s) as the timing for deliverables does not allow for the development of new models.

4) The tenderer shall constitute a team with very good communication and drafting skills in English, a university degree and 5 years' professional experience that demonstrates:
   - Professional capacity in economic modelling and analysis;
- Working experience related to transport, energy or environment policy in the European Union;
- Technical experience in computer modelling related to the topics of this framework contract, in particular: transport, energy, economy, emissions;
- Experience in the field of alternative fuels and propulsion systems.

b. Criteria relating to the team delivering the service:

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

**Project Manager**: At least 3 years experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project(s) of at least € 250 000 and geographical scope at least half of the one subject to this call for tenders, with experience in management of team of at least 10 people.

**Expert in computer modelling**: Relevant higher education degree and / or 5 years' professional experience in the field of computer modelling related to the topics of this framework contract, in particular: transport, energy, economy, emissions.

**Team for data collection**: collectively the team should have proven experience of 5 years in data collection techniques.

**Language quality check**: at least 3 members of the team should have proficiency level language skills in English or equivalent, as guaranteed by a certificate or past relevant experience.

c. Evidence:

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

- **A list of relevant services** provided in the past three years, with sums, dates and recipients, public or private. The most important services referred in section a. above shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed. In the case of framework contracts, only specific contracts corresponding to assignments delivered under such framework contracts shall be considered.

- **Samples of the model(s) output** should be provided as evidence for the existing model(s) and database(s) as the timing for deliverables under the framework contract does not allow for the development of new models.

- **A table summarising the competences of the experts** forming the team referred to in the section b. above. Competences include those listed in section a., point 4) above.

- **A curriculum vitae of each expert** proposed for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills. The CV's for all experts shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.
3.4. **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.

<table>
<thead>
<tr>
<th>N°</th>
<th>Award Criteria</th>
<th>Maximum points</th>
<th>Thresholds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Quality of the proposed model(s) and methodology</strong> to establish each type of long-term quantitative transport outlook (baseline, scenario and variant)</td>
<td>40</td>
<td>24</td>
</tr>
<tr>
<td>2</td>
<td><strong>Quality and content of databases to be used</strong> (level of detail, credibility of sources, coverage of all transport modes, fuel types and technologies,…)</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>3</td>
<td><strong>Clarity and quality of the documentation</strong> for operation and for use of model(s) including detailed model descriptions</td>
<td>30</td>
<td>18</td>
</tr>
</tbody>
</table>
| 4  | **Organisation of the work**  
   This criterion will assess how the roles and responsibilities of the proposed team and of the economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.  
   Under this criterion, in case of a joint tender, the trade-off between the benefits in terms of complementary knowledge and expertise and the additional complexity in terms of coordination that a relatively large number of economic operators/ members might imply, will also be considered. To this end, the role and contribution of each economic operator/member must be duly specified and justified. | 10             | 6          |

**Total number of points**  
100 70

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.

An indicative total price will be established for the purpose of the evaluation on the basis of the prices for each type of long-term quantitative transport outlook (baseline, scenario and variant) assuming a delivery of 2 baselines, 14 scenarios and 18 variants over 4 years.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 70/30 is given to quality and price.
3.5. **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.

3.6. **Financial offer**

The indicative maximum amount is € 1,000,000 over the duration of up to 4 years. The requests will take the form of specific contracts. Specific contracts may not be signed once the above indicative maximum amount is reached.

The Commission expects to request the delivery of approximately 2 baselines, 14 scenarios and 18 variants together with their analytical reports over four years. However, the Commission reserves the right to ask for a different combination (in terms of number) of baselines, scenarios and variants that is consistent with the total value of the contract and the price for a baseline, a scenario and a variant.

The Commission shall not be liable for any compensation with respect to any variation in the actual work programme.

**Tenderers shall specify three different prices** - one for each type of long-term quantitative outlooks for developments in the EU transport system, i.e. separately for a baseline, for a scenario and for a variant.

The quoted prices for a baseline, for a scenario and for a variant must be fixed amounts which includes all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

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.

**Prices shall be fixed** and not subject to revision during the performance of the contract.

For each category of staff involved in the project, the tenderer must specify:

- the total labour costs;
- the daily rates and total number of days (man/days) each member of staff will contribute to a type of long-term quantitative outlooks for developments in the EU transport system, i.e. separately for a baseline, for a scenario and for a variant;
other categories of costs, indicating the nature of the cost, the total amount, the unit
price and the quantity.

Bids involving more than one service provider (consortium) must specify the amounts
indicated above for each provider.

4. TECHNICAL SPECIFICATIONS

4.1. General background

The development of transport policy needs to be supported by robust quantitative analysis,
providing a comprehensive and consistent picture of the European transport sector and its
evolution. Transport modelling is an important tool for providing such quantitative analyses of
transport activity trends as well as the effects of alternative framework conditions (e.g. energy
prices, macro-economic developments) or policies (e.g. internalisation of external costs,
market support for accelerated uptake of new technologies and alternative fuel infrastructure,
deployment of Intelligent Transport Systems, etc.). In addition to providing a trend projection
(baseline or reference case) with current policy approaches being maintained at present
intensity throughout the projection period, transport modelling needs to show the
consequences of changes in framework conditions or policy approaches, by providing the
quantitative basis for scenario analyses.

In March 2011, the European Commissions adopted the White Paper "Roadmap to a Single
Transport Area – Towards a competitive and resource efficient transport system". The White
Paper is a strategic document that assesses transport policy, looks at long-term challenges and
draws a framework for policy action in the next ten years. The White Paper acknowledges that
the paramount goal of European transport policy is to help establish a system that underpins
European economic progress, enhances competitiveness and offers high quality mobility
services while using resources more efficiently. In practice, transport has to use less and
cleaner energy, and better exploit a modern infrastructure.

The analysis undertaken by the Commission shows that to ensure the consistency with the
long-term requirements for limiting climate change to 2°C and the EU overall target of
reducing emissions by 80 to 95% by mid-century, a reduction of at least 60% of greenhouse
gas emissions (GHG) is required from the transport sector. In this context, the White Paper
proposes ten goals for a competitive and resource efficient transport system, which should be
seen as benchmarks for achieving the 60% GHG emissions reduction target and should help
assess progress.

The Energy Union Roadmap, adopted in February 2015, reaffirms the need to speed up
energy efficiency and decarbonisation in the transport sector, its progressive switch to
alternative fuels and the integration of the energy and transport systems.

Achieving significant GHG emissions reductions in the transport sector, while at the same
time not compromising mobility, will not be possible without the use of alternative fuels and
propulsion systems. Therefore, the proposed modelling framework would need to consider

\[2\text{ COM(2011) 144}\]
\[4\text{ COM(2015) 80 final}\]
linkages over time ("dynamic linkages") between transport and energy modelling. The importance attributed to competitiveness aspects also requires that the proposed modelling framework enables to simulate feedbacks over time from the transport system to the economic system.

4.2. General requirements

The objective of the framework contract is to provide a series of long-term quantitative outlooks for developments in the transport systems of all Member States of the EU. Given the long lead-time for the fleets turnover and the long-term impact of transport on e.g. climate change, the time horizon for the modelling should be 2050.

Providing similar long-term quantitative outlooks for other European countries (e.g. direct neighbours such as Norway and Switzerland and possibly other countries of South East Europe) would be considered a plus.

To ensure relevance of the modelling work for the development of the EU transport policy, the scenarios and variants will be set out by the Commission. Scenarios and variants will be related to a Baseline showing current trends and policies. The Baseline is built around an up to date long-term macro-economic and energy price outlook.

Modelling country by country – by preference with the same model calibrated to each Member State – will ensure better communication with transport national experts allowing also for regional disaggregation of EU results. The modelling should cover relevant aspects for the transport sector like: passenger/freight transport, all transport modes (road, rail, aviation, inland navigation and maritime), urban/interurban/intercontinental dimension and the future technology portfolio.

It should allow for the calculation of relevant transport policy indicators, e.g. related to the quantitative goals of the White Paper \(^5\) such as the share of ‘conventionally-fuelled’ cars in urban transport, the share of low-carbon sustainable fuels in aviation, the evolution of EU CO\(_2\) emissions from maritime bunkers and other indicators like the share of renewables in transport, the energy intensity of passenger and freight transport, etc.

The contract will use existing model(s) and database(s) as the timing for deliverables does not allow for the development of new models. Samples of the model output should be provided as evidence.

The concrete work content will be fixed in specific contracts between the Commission and the contractor on the basis of this framework contract. The Commission will provide an outline for the modelling services required. They may involve the identification of areas of policy concern or the analysis of the implications of planned policy measures (e.g. in the fields of internalisation of external costs, market support for accelerated uptake of new technologies and alternative fuel infrastructure, deployment of Intelligent Transport Systems, economic instruments concerning GHG emissions, etc.).

The model(s) must be capable of providing detailed quantitative results for each Member State for:

\(^5\) COM(2011) 144
- Transport activity, final energy demand, GHG emissions and pollutant emissions for passenger/freight transport, for all transport modes (including high speed rail, national and international maritime) and for urban/interurban/intercontinental.

- Vehicle stock for passenger/freight transport by category, technology and fuel and also by age. Considering the long-term horizon, special attention should be paid to the relevant alternative fuels and propulsion systems for each transport mean and to the alternative fuel infrastructure. The second-hand car market should also be considered.

- GHG emissions on a well to wheel basis, providing separately the well to tank and tank to wheels emissions. Emission level projections are also required for CO$_2$ (for which the base-year is 1990).

- Total costs of transport.

It would be desirable that the model(s) is also capable to provide:

- Results for final energy demand but also the corresponding transport activity and GHG emissions at a detailed level: for all crude oil derived fuels (total and separated by the different grades), all forms of biofuels (total and separated by the different types), all forms of methane (total and separated by natural gas, biomethane, LNG), LPG, hydrogen, synthetic fuels and electricity.

- Detailed results on pollutant emissions, especially for NO$_x$, SO$_2$ and PM.

- A breakdown of the total transport costs into: infrastructure costs for charging and refuelling, capital costs related to transport equipment, fixed operation costs, fuel costs, various taxes and charges (e.g. excise duties, VAT on fuel, registration and circulation taxes, road charges), costs related to the EU Emission Trading Scheme permits for aviation, variable non-fuel operation costs and external costs. External costs of transport should be provided by type (congestion, accident, air pollution, noise, climate change), using the unit values from the Update of the Handbook on External costs in transport\(^6\).

- Required investments in transport equipment;

- Impacts on prices, for all types of energy used in transport;

- Impacts on cultivated land (ha) related to the uptake of biofuels;

- Impacts on GDP, sectoral gross value added, sectoral employment and welfare. In this context, providing the impacts on the gross value added of the road and rail transport sectors, separately, would also be desirable.

- Distributional impacts (i.e. for different household groups).

The possibility of providing the traffic assignment on the transport network for specific years (e.g. 2010, 2030, 2050) would be considered a plus.

The results should be calculated and available for the whole period 2005-2050 in at least 5 year steps (i.e. 2005, 2010, 2015, 2020,..2050, etc.) and for each EU Member State. For the statistical period 2005 and 2010 (and 2015 when data becomes available) the model results should be calibrated to Eurostat and European Environment Agency (EEA) statistics and the

European Commission publication EU energy and transport in figures\textsuperscript{7}. The statistics for 1990, 1995 and 2000 may be included in the reporting files at an aggregate level for transport activity, energy consumption and GHG emissions.

The model(s) shall contain linkages over time (“dynamic linkages”) between Transport-Energy-Economy-Environment. The transport system modelling needs to be based on economic modelling - with the possibility to simulate feedback effects over time from the transport system to the economic system and to the energy system. Due consideration should be given to the setup of the linkages between models, especially in case of models' overlaps, to ensure a consistent definition and evaluation of the baselines/scenarios/variants.

4.3. Description of the tasks

The work to be undertaken includes in particular the following tasks:

a) **Running the model(s) for the individual countries.** On the basis of the framework contract, the Commission may request the provision of long range transport outlooks, i.e. either baselines, scenarios or variants by means of a specific contract. The Commission may also request combinations of such baselines/scenarios/variants in order to exploit synergies between the different tasks and to optimise the administration of the modelling through the conclusion of specific agreements.

**Definitions:**

**Baseline:** A complete and internally consistent outlook having the features of a development on the basis of current trends and policies against which policy scenarios and variants can be assessed. A baseline is built around an up to date long-term macro-economic and energy import price outlook.

**Scenario:** A complete and internally consistent view of the future being based on a set of alternative assumptions especially on policy approaches and instruments. There are substantial differences in a sub-set of the assumptions for the modelling between the baseline and each of the scenarios.

**Variant:** Also a complete and internally consistent view of the future however involving only a few parameters to be changed, with subsequent evaluation of transport, energy and emission consequences.

The precise timing for the delivery of the modelling and analysis results will be specified in the Request for Services and the related specific Terms of Reference for the specific contracts. The timing below is only specified indicatively:

<table>
<thead>
<tr>
<th></th>
<th>From the request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baseline</td>
<td>9 months</td>
</tr>
<tr>
<td>Scenario</td>
<td>3 months</td>
</tr>
<tr>
<td>Variant</td>
<td>6 weeks</td>
</tr>
</tbody>
</table>

b) **Providing summary level results and analyses at country and EU level** as well as, where appropriate, analyses at a wider European level on the basis of the modelling results obtained;

c) **Providing analysis on the implications of transport policies** for the economic system (e.g. impacts on GDP, sectoral gross value added, sectoral employment, etc.) and for the energy system (e.g. impacts on energy prices) and possibly to assess the feasibility of such policies from an energy system point of view (e.g. for the uptake of alternative fuels);

d) **Participating in consultation meetings with the Member States experts, offer support for providing clarifications on modelling, assumptions and results and for taking into account pertinent comments of the Member States experts.**

In particular, the Baseline process has to allow for consultation with Member States experts, organised by the Commission services, on country specific modelling results. In this context, the contractor is expected to prepare technical notes/presentations for the consultation meetings, in liaison with the Commission, and participate in the meetings with the Member States experts.

Pertinent comments of Member States experts shall be taken into account when finalising the Baseline.

The modelling work in task a) and the task d) comprise in particular:

- Collection of all the necessary information. This includes the collection of the latest statistical data and main indicators using official statistics (Eurostat, EEA, etc.) wherever available. Such data include transport statistics, energy use in transport, GHG emissions and pollutant emissions statistics and other indicators like energy intensity, share of renewables in transport, modal split and indicators related to the White Paper\(^8\) goals, etc. The contractor needs to be able to compare projections with statistics, e.g. the development of GHG emissions relative to their 1990 levels (in line with the White Paper objective of 60% GHG emissions reduction in the transport sector by 2050).

Any data supplied to the contractor by the Commission is to be treated as confidential.

- Execution of modelling work and checking of results. The model runs will be undertaken using a recent base-year for model calibration and the specific assumptions consistent with the setup of baselines/scenarios/variants. The results should be calculated and available at least for every five year period i.e. 1990, 1995, 2000, 2005, 2010, 2015, …, 2050.

The output from the model(s) must be checked against external sources to ensure that the results obtained are reasonable and robust before submission to the Commission. The results must be transparent, i.e. it must be possible to trace and explain the results.

The Commission may require the consultant to provide additional information on the modelling in order to ensure transparency of the modelling and the results in full respect of intellectual property rights. The results must be provided for countries modelled as well as aggregated into appropriate geographical groupings according to the specifications of the Commission.

- Participating in consultation meetings with the Member States experts on the baselines. The Commission may require the consultant to prepare technical notes/presentations for the consultation meetings, to participate in meetings with the Member States experts to present assumptions and modelling results and to providing clarifications on modelling.

\(^8\) COM(2011) 144
Pertinent comments of Member States experts shall be taken into account when finalising the Baseline.

Tasks b) and c) shall cover in particular:

- Drafting of the analytical reports. Analytical reports need to be drafted concerning the EU in its relevant geographical composition. The reporting should also be available for the complete group of European countries modelled.

The model output and the assumptions for each baseline, scenario and variant need to be provided for each country as well as for the consolidated results at EU level, and for other appropriate level(s) to be specified by the Commission.

The reports will place particular emphasis on the long-term trends. Transport activity developments should be addressed by distinguishing between passenger and freight by mode for urban, interurban and intercontinental transport. The modelling should include projections of energy demand by fuel, GHG emissions and pollutant emissions at the same level of disaggregation as the transport activity. It should also provide projections on the vehicle stock. The modelling framework shall enable exploring and reporting options for greenhouse gas abatement including the relevant transport policies for achieving appropriate emission cuts. Data on investment requirements, prices and costs should be stated and analysed. The economic, political, regulatory and environment factors influencing the transport system will be analysed.

Special emphasis will be placed on the impacts on GDP, sectoral gross value added, sectoral employment and welfare.

4.4. Input by the Contracting Authority

The Commission will provide the statistics available from European Commission publication EU transport in figures – Statistical Pocketbook 2014 (or its future update), and it will facilitate contacts with Eurostat and EEA for data related questions.

It will also provide the detailed description and specifications (e.g. the policy measures to be reflected at EU and national levels) of the baselines, scenarios and variants.

Any data supplied to the contractor by the Commission is to be treated as confidential.

4.5. Meetings

The contractor may be expected to participate in two consultation meetings with the Member States experts on the baselines. The consultations with Member States experts, on country specific modelling results, will be organised by the Commission services in Brussels.

The Commission may additionally request the participation of the contractor in other meetings organised in Brussels, e.g. to kick-off specific contracts or discuss the Commission's observations on draft reports.

The contractor may be expected to participate in up to six meetings, organised in Brussels, over the duration of up to 4 years of the framework contract. The planning of meetings will be specified in the Request for Services and the related specific Terms of Reference for the specific contracts.
Expenses related to the participation in meetings in Brussels must be included in the economic offer of the tenderers for baselines/scenarios/variants, as no additional amounts for travel, accommodation and subsistence are foreseen.

4.6. Reference documents


5. SPECIFIC CONTRACTS UNDER THIS FRAMEWORK CONTRACT

5.1. Award procedure

Once the framework contract has been signed with the selected tenderer, the Commission, when the need arises, may send an invitation to submit an offer for carrying out an individual assignment.

The procedure will be as follows:

1) The contracting authority will send an invitation to submit a tender (by e-mail) to the contractor with whom the single framework contract was signed. The e-mail will contain a Request for Services and the related Terms of Reference for a specific contract. It is the responsibility of the contractor to provide the contracting authority with valid e-mail address together with the contact details and, upon necessity, to update the e-mail and the contact details without delay.

2) Within the deadline specified in the invitation, the contractor shall send by e-mail an acknowledgement of receipt and express its availability to carry out the services required.

3) Within the deadline specified in the Request for Services, the contractor will provide the contracting authority with a written tender, including an estimate of the resources to be allocated for its execution. The offer shall detail the methodology, the deliveries, the composition of the team, the duration of work and the total price of the services on the

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9 In general, between 10 and 30 calendar days, depending of the complexity of the task.
basis of the flat rates for a baseline, scenario or variant as agreed in the Framework Contract.

4) In case the tender is evaluated positively, a specific contract will be signed with the contractor. Within 10 working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated.

The award of specific contract will be conditioned by the availability of sufficient funds.

5.2. Execution of specific contracts

5.2.1. Reports and documents to be submitted

For specific contracts, the Request for Services and the related specific Terms of Reference shall determine the number, timetable and type of reports to produce. Contractors can expect the following deliverables:

1) an inception report;
2) a progress report or reports;
3) a draft final report;
4) a final report.

Other types of deliverables might be specified in the Request for Services and the related specific Terms of Reference.

In the case of more than one progress report, the specific Terms of Reference will specify, which report is linked to the interim payment.

All the agreed reports should be delivered in an electronic version (on CD-ROM, USB flash drive or sent by e-mail) in PDF format (generated pdf, not scanned paper version) as well as MS Word format or in case of data in Excel format. Additionally, the final report shall be delivered in hard copy version. The number of hard copies of the final report to be delivered will be indicated in the specific contract.

The reports have to be drafted in English, in a proper literate manner and must be fully comprehensible in terms of grammatical structure (complete sentences, punctuation, explanation of abbreviations, etc.).

The Standard Word Template for Studies (Annex 4) is to be used for all reports, unless indicated otherwise in the Terms of Reference.

The Commission may publish the final report. For this purpose, the tenderer must ensure that the report is not subject to any restrictions deriving from intellectual property rights of third parties. Should he intend to use data in the report, which cannot be published, this must be explicitly mentioned in the offer.

The reports may include projections for transport activity, energy demand, GHG emissions, vehicle stock, costs of transport, macro-economic effects, etc. for each country and aggregated region (e.g. EU). The precise content and reporting format will be decided by the Commission at a later stage.

The analytical reports at EU or other appropriate level(s) contain a description of the methodology, assumptions and an analysis of the main modelling results and are illustrated with key graphics to be produced on paper and in a mutually agreed electronic format. The
reports and numerical annexes should be prepared in such a way that they can be published, which includes lay-out but not printing.

5.2.2. **Schedule for feedback concerning the reports**

The reports shall be sent to the Commission by the date fixed in the specific contract. The Commission shall be informed in time about any risk of delay in meeting the deadline.

Upon receipt of the report or the deliverable, the Commission shall, unless a different deadline is provided for in the specific Terms of Reference, in a maximum 45 days, either:

a) approve it,
b) or to request additional information or corrections, a new report or deliverable or other documents.

The contractor shall submit additional information or corrections, a new report or deliverable, as requested, in a maximum 20 days, unless a longer deadline is stipulated in the specific Terms of Reference.

5.2.3. **Changes in the team**

The changes and additions to the team can be proposed by the contractor in an offer for a specific contract, which involves the intended new team members. The contractor must clearly point out the new team members and is obliged to submit the Commission the same documents and information as for the initial team members – please refer to points 3.3.2 (b) and (c) above.

In the case a new team member is accepted by the Commission for one specific contract, he / she is considered to be accepted for the forthcoming specific contracts as well.

For the specific contracts already in force, changes or additions to the team initially proposed must be notified to the Commission in writing.

The Commission will have the right to object to any changes of members of the team from those initially proposed. In case the original team or a significant part of the original team is no longer available, the Commission will have the right to cancel the specific contract.

5.2.4. **Language**

The communication language between the Commission and the contractors shall be English. The deliverables will have to be submitted in English.

5.2.5. **Place of performance**

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

5.2.6. **Quality, delays and inadequate performance**

Ensuring the quality of the assignment is one of the key responsibilities of the contractor. He is fully responsible for the quality of the reports and/or outputs required.

The contractor is responsible for the timely payment of his employees and experts, in line with the contractual terms and must make available appropriate logistical support to them. He must also ensure that its staff is covered by appropriate insurance.

The duration of the tasks depends on the specific contracts to be concluded. Each specific contract shall not exceed 12 months. This period is calculated in calendar days.
Execution of the tasks may only begin after the specific contract enters into force.

In principle, the deadlines set out in the specific contract 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.

The Commission may request the participation of the contractor in consultation meetings with the Member States experts and other meetings organised in Brussels, e.g. to kick-off specific contracts or discuss the Commission's observations on draft reports. The planning of meetings will be specified in the Request for Services and the related specific Terms of Reference for the specific contracts.

In general, should the contractor fail to perform his obligations, the contracting authority may, without prejudice to its right to terminate the framework contract or a specific contract, apply liquidated damages, reduce or recover payments in proportion to the scale of the failure.

Contractors who have been found in serious breach of their contractual obligations – exceeding the deadlines foreseen in the specific contract and / or not delivering with the agreed quality, e.g. a delivery is partial or not suitable for the purposes of the specific contract, as defined in the Terms of Reference – may be subject to financial penalties representing 10 % of the total value of the specific contract in question. That rate may be increased to 20 % in the event of a repeated infringement under another specific contract within five years of the date referred to in the first subparagraph.

If the performance of the contractor is repeatedly of inadequate quality (non-acceptance by the contracting authority of a deliverable after the 3rd presentation) or repeatedly delayed, this will be considered as a breach of its obligations under the framework contract and the contracting authority may either suspend this framework contractor for a given period in relation to any future requests for services or, ultimately, terminate the framework contract in line with the provisions of the General Conditions.

Compensation and/or penalties foreseen under the framework contract, whether for inadequate quality of work or delays in implementation, may apply cumulatively.

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

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo\(^{10}\).

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/standards/wcsag) 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)

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\(^{10}\) 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
7. ANNEXES

1. Tenderer's Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Standard word template for studies
5. Draft Framework Contract
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/A3/2015-420

<table>
<thead>
<tr>
<th>Identity</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name of the tenderer</td>
<td></td>
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<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>
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<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)(^{11})</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>
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<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>
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</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>
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<tr>
<td>Fax number:</td>
<td></td>
</tr>
</tbody>
</table>

\(^{11}\) For natural persons
E-mail address: 

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

<table>
<thead>
<tr>
<th>Declaration by an authorised representative of the organisation¹²</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>

¹² 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

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

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

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

or

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

full official name:

official legal form:

full official address:

VAT registration number:

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

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

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

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

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

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

f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➢ (Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-
making or control\textsuperscript{13} 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{14} 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.

\textsuperscript{13} This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

\textsuperscript{14} 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

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:

ANNEX 4

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15 To be filled in and signed by each partner in a joint tender, except the lead partner.
STANDARD WORD TEMPLATE FOR STUDIES

Please see the separate document

Standard Word Template for Studies is to be used for all reports, unless indicated otherwise in the Terms of Reference for a specific contract.

ANNEX 5
DRAFT FRAMEWORK CONTRACT

Please see separate document