CALL FOR TENDERS

№ 2015-344

STUDY ON ACCESS TO IN-VEHICLE DATA AND RESOURCES

TENDER SPECIFICATIONS
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1 INFORMATION ON TENDERING

1.1 Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the Multilateral Agreement on Government Procurement\(^1\) 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.

1.2 Contractual conditions

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

1.3 Joint tenders

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

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole. These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

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

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

or

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

\(^1\) See http://www.wto.org/english/tratop_e/gproc_e/gpa_e.htm
1.4 Subcontracting

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

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

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

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

1.5 Content of the tender

The tenders must be presented as follows:

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

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

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

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

1.6 Identification of the tenderer: legal capacity and status

- The tenderer’s identification form in Annex 1 shall be filled in and signed by:
  o The tenderer (including any member of a consortium or grouping)
  o subcontractor(s) whose share of the work represent more than 20% of the contract

- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium of grouping) must provide a signed Legal Entity Form with its supporting evidence. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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

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

  - For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any
The 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.

2.1.1 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 € 500,000

The following evidence should be provided:

- Copy of the profit & loss account for the last two years for which accounts have been closed,

- Failing that, appropriate statements from banks,

- If applicable, evidence of professional risk indemnity insurance;

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

2.1.2 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 Intelligent Transport Systems and legal, technical and cost-benefit analysis in the automotive sector, with at least 2 projects delivered in this field in the last three years with a minimum value for each project of €100,000.

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

- The tenderer must prove experience in survey techniques, data collection, statistical analyses and drafting reports and recommendations.

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 five years experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and
conflict resolution experience in project of a similar size (at least € 150,000) and coverage (geographical scope at least half of the one subject to this call for tenders), with experience in management of team of at least three people.

Experts in Intelligent Transport Systems and legal, technical and cost-benefit analysis in the automotive sector: Relevant higher education degree and / or 5 years' professional experience in the field of Intelligent Transport Systems and legal, technical and cost-benefit analysis in the automotive sector.

Team for data collection: collectively the team people should have knowledge of at least three EU languages and proven experience of five years in data collection techniques.

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

c. Evidence:

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

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;

- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

2.4. Award criteria

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

• Quality of the proposed methodology (50 points – minimum threshold 60%)

Quality of the overall methodology and of the proposed working methods for all different tasks to be performed.

• 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, and propose a timetable for completing the work broken down to the principal project objectives.

• 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.

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

2.5. Technical offer

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

2.6. Financial offer

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

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

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

Maximum price: € 340,000.

3 TECHNICAL SPECIFICATIONS

3.1 Introduction and Policy Context

The increasing connectivity of vehicles is currently changing the automotive industry landscape. The data that were previously accessed via a physical connection in the vehicle are now more and more accessible remotely. Independently of the model/solution retained to give access to in-vehicle data and resources in order for service providers to propose services to the customer, the main objective should be to allow customers (owner and or driver of the vehicle) freedom to choose which service they desire, that meets their specific
needs. This requires an open and undistorted competition for the provision of these services (tentative list of possible use cases and related data is available in the Report of Working Group 6 of the C-ITS platform in annex 6).

The relevance of the topic had already been highlighted by the European Commission back in 2008 in the framework of the ITS Action plan. Action 4.1 aimed at the "Adoption of an open in-vehicle platform architecture for the provision of ITS services and applications, including standard interfaces". This objective had been further reflected in Priority area IV of Directive 2010/40/EU which requests the definition of the necessary measures to integrate different ITS applications on an open in-vehicle platform.

As follow-up measures, the Commission commissioned two exploratory studies in order to better understand the state of play and the technical evolution.

The recent adoption of the eCall type approval Regulation has brought back the attention on the need to put in place the conditions for an open and undistorted competition for the use of in-vehicle data. The European Parliament and the Council have requested the Commission in Article 12 of Regulation (EU) 2015/758 (eCall type-approval) to assess the need of requirements for an interoperable, standardised, secure and open-access platform. If appropriate, and no later than 9 June 2017, the Commission shall adopt a legislative initiative based on those requirements.

With this in mind, the Commission have decided to first tackle the issue in the context of the C-ITS platform, a forum gathering public authorities and external stakeholders and working on issues that might hamper the interoperable deployment of cooperative systems across the EU. Its Working Group n°6 dealing with technical issues allowed recording some progress in terms of approval of five guiding principles, identification of three different possible technical solutions for granting access to in-vehicle data and resources, identification of standardisation needs, agreement on a technical solution for the in-vehicle interface, progress towards the definition of a reference dataset, and the identification of the remaining sticking points (see Report of Working Group 6 of the C-ITS platform in annex 6).

As a matter of principle, some essential conditions must be met, in particular the prior consent of the data subject (driver/owner of the vehicle), before giving access to the data to service providers. The Working Group 6 "Access to in-vehicle data and resources" of the C-ITS platform has agreed on the guiding principles for the access to in-vehicle data and resources:

(a) Data provision conditions: Consent

The data subject (owner of the vehicle and/or through the use of the vehicle or nomadic devices) decides if data can be provided and to whom, including the concrete purpose for the use of the data (and hence for the identified service). There

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2 [http://eur-lex.europa.eu/1egal-content/EN/ALL/?uri=CELEX:52008DC0886](http://eur-lex.europa.eu/1egal-content/EN/ALL/?uri=CELEX:52008DC0886)


is always an opt-out option for end customers and data subjects. This is without prejudice to the requirements of regulatory applications.

(b) Fair and undistorted competition

Subject to prior consent of the data subject, all service providers should be in an equal, fair, reasonable and non-discriminatory position to offer services to the data subject.

(c) Data privacy and data protection

There is a need for the data subject to have its vehicle and movement data protected for privacy reasons, and in the case of companies, for competition and/or security reasons.

(d) Tamper-proof access and liability

Services making use of in-vehicle data and resources should not endanger the proper safe and secure functioning of the vehicles. In addition, the access to vehicle data and resources shall not impact the liability of vehicle manufacturers regarding the use of the vehicle.

(e) Data economy

With the caveat that data protection provisions or specific technologic prescriptions are respected, standardised access favours interoperability between different applications, notably regulatory key applications, and facilitates the common use of same vehicle data and resources.

Three technical solutions have been identified by the Working Group 6 "Access to in-vehicle data and resources" of the C-ITS platform for this access to in-vehicle data and resources:

- Two inside the vehicle:
  - the On-board application platform (allowing the unified deployment of certified applications and their subsequent execution directly in the vehicle, including access to the in-vehicle resources to host applications and to display these applications on the vehicle’s HMI to allow the customer to select and implement them).
  
  - the In-vehicle interface (allowing the connection to the vehicle of external devices). It has to be noted that such an in-vehicle interface currently exists in all vehicles: the OBD (On-Board Diagnostics) connector, which is primarily used for emissions control, although currently retro-fit devices for wireless transmission of in-vehicle data are commercialised to access the vehicle data, which causes potential severe security issues.

- One outside the vehicle:
  - the Data server platform (an external data server where relevant vehicle data are transferred to and made available to service providers).

These different technical solutions may be implemented differently and different stakeholder groups may privilege different implementations of these solutions (see Report of Working Group 6 of the C-ITS platform in annex 6), in particular for the data server
platform, for which three different implementations were proposed (Extended Vehicle, Shared server, B2B marketplace).

Independently from the technical solution, two different methods of accessing data have been identified: either an access depending on use cases, with a pre-defined list of data linked to each use case, or an access depending on applications, which would be based on data described in the terms and conditions of each application.

Positions of stakeholders were sometimes very different and all issues could not be solved within Working Group 6 of the C-ITS Platform because some of them were not only technical, but also related to different and sometimes opposite strategies: different views on how data can be accessed, different strategies towards the development of the on-board application platforms and of the data server platforms, different views regarding concrete implementation and possible legislation.

In order to further progress and also to help in fulfilling the legislators request (cf Article 12(2) of the eCall type-approval Regulation), all elements approved or issues identified within the Working Group 6 of the C-ITS Platform should contribute to and benefit from a scenario-based analyses on legal, liability, technical and cost-benefits aspects, and from further legal and technical analyses.

3.2 Purpose of the contract – description of tasks

The purpose of the tender is to invite a consortium to apply and undertake work on a study to assess the legal and technical aspects of the abovementioned technical solutions and their different proposed implementations to access in-vehicle data and resources, as well as to conduct a cost-benefit analysis and to develop and analyse a set of scenarios, taking into account the market development, the current EU, national and international legislations and the work of the Working Group 6 of the C-ITS platform.

The study shall perform:

A – LEGAL ANALYSES

On the basis of the five guiding principles agreed by the Working Group 6 "Access to in-vehicle data and resources", and taking into account existing EU or national and international legislation, in particular in the fields of competition, privacy, liability and data protection, three legal analyses have to be undertaken:

• A legal analysis of the two different methods of accessing data, building on the output of Working Group 6 of the C-ITS platform: either an access depending on use cases, with a pre-defined list of data linked to each use case, or an access depending on applications, which would be based on data described in the terms and conditions of each application. This legal analysis would i.a. identify the impacts of each method on the different stakeholders involved.

• A legal analysis of the negotiation model (see Report of Working Group 6 of the C-ITS platform in annex 6) put forward by some stakeholders for the access to in-vehicle data and resources. This legal analysis would i.a. address the compliance of this negotiation model with existing EU or national and international legislations, in particular in the domain of competition and contract law.
• A legal analysis of the three different technical solutions and their different proposed implementations put forward by the stakeholders for the access to in-vehicle data and resources. This legal analysis would i.a. identify the impact on the different stakeholders involved, e.g. on their liability, and take into account existing EU or national legislations, in particular in the domains of competition, privacy, liability and data protection, data ownership, transfer, trading, re-use and access to data including by third parties.

B – TECHNICAL ANALYSES

• An assessment of the technical requirements (including safety, security and time-proofing aspects) required for each technical solution, including a literature review of all current standards, even those which are under drafting process. National, EU or international legislation (e.g. UNECE Regulations) should be assessed. Relevant consultation of stakeholders should be carried out. The study shall combine a literature review of published literature, a data analysis, a stakeholder consultation for obtaining information and views, and engineering expertise on access to in-vehicle data and resources, to recommend the most suitable specifications and technical requirements covered by the abovementioned technical solutions and their different proposed implementations.

• A technical analysis of the timeline needed for each of the technical solutions and their proposed implementations, in particular for the two approaches (sequential and parallel, as described in the report of Working Group 6) towards the on-board application platform.

C – COST-BENEFITS ANALYSIS

A cost benefit assessment of direct, as well as indirect economic, social and environmental impact (intended and unintended) of the three technical solutions and their different proposed implementations, as well as impact on privacy and data protection and impacts on SMES and micro SMEs. This assessment shall be based on all necessary modelling and provide concrete figures.

D – SCENARIO-BASED ANALYSIS

Taking into account the results of the legal, technical and cost-benefit analyses, the contractor should develop a set of at least three scenarios and perform a compared analysis on the legal, technical and cost-benefits aspects of the proposed scenarios, taking also into account the timing dimension of each of them, the different categories of vehicles and different magnitudes of access to data.

The proposed scenarios shall be those that better comply with the abovementioned guiding principles and provide the best solutions in accordance with the time, legal, technical and cost-benefit analyses. They might combine the three technical solutions proposed as well as the proposed implementation approaches; in addition, they might propose a combination of three possible legal options: do nothing, voluntary agreement or a set legal obligations in accordance with different EU legal frameworks.

It may be also considered the trade-offs between the objectives of providing an open access to data and other data related issues like cyber security, business models for open platforms, etc. Some of these issues are being discussed in other working groups of the
C-ITS platform. So these issues should also be considered in the assessment of the scenarios described above as part of an integrated approach on access to data.

3.3 Methodology to be followed

As a general principle, the methodology should respect the principles of objectivity, reliability and evidence based assessment, and should comply with the requirements of the Impact Assessment Guidelines\(^5\), where relevant. The consultation of stakeholders should respect the Commission's general principles and minimum standards on consultation\(^6\).

Quantitative indicators and results should be sought and used accompanied by qualitative assessments as far as possible. Recourse to merely qualitative considerations will have to be duly justified. In any case, findings and recommendations should be substantiated by explaining the degree to which these are based on opinion, analysis and objectively verifiable evidence. Where opinion is the main source, the degree of consensus and the steps taken to test the opinion should be given.

The contractor is expected to propose methodology and sources for data collection and analysis in their offer, including a contingency plan in case not all the data needed, can be acquired. Similarly, the contractor should have a contingency plan in the case of any unforeseen obstacles regarding the deployment of the specifically chosen C-ITS services.

3.4 Existing documentation and information

The contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to this study and which have been identified in writing as confidential.

A non-exclusive list of relevant documentation is available in Annex 6.

3.5 Timetable to observe - Reporting and deliverables

The duration of the tasks shall not exceed 9 months. This period is calculated in calendar days. Execution of the tasks begins after the date on which the Contract enters into force.

In principle, the deadlines set out below cannot be extended. The Contractor is deemed solely responsible for delays occasioned by subcontractors or other third parties (except for rare cases of force majeure). Adequate resources and appropriate organisation of the work including management of potential delays should be put in place in order to observe the timetable below.

Reports should be drafted in English, using simple and non-technical language for a non-specialised audience. Technical explanations shall be given in annexes. The final report should be of publishable quality and provided in Word and pdf formats and in 4 hard copies.


Revised reports shall be delivered in two versions, one final and one with track changes, and shall be accompanied by a summary document describing if and how all comments made on the previous deliverable have been taken into account, on a comment by comment basis.

All relevant evidence of the analysis process has to be annexed to the report to allow the argument to be followed in a transparent manner. As the results might be published, no form of confidential data shall be contained in the final report (if relevant, such data shall be included in a separate Annex).

The contractor is requested to present:

1. Monthly progress reports (1-2 pages) sent by e-mail to the desk officer responsible summarising for each task the state of play, the progress made and the next steps. It will mention issues encountered, including the possible impacts on the work programme and planning, as well as possible mitigation options.

2. An intermediate report, which is produced at the end of the first 4 months. It should take account of the comments made by the Commission earlier in the process. It should also give clear indications and detailed planning of the work to be carried out during the rest of the contract period. It should flag any changes in the initially planned methodology, specify the status of any findings/conclusions and raise any problems encountered with sufficient information to permit reorientation, if appropriate. It should include a proposal for the structure of the final report which will be agreed with the Commission. The intermediate report shall not exceed 60 pages (annexes excluded). The Commission will have 15 days to provide the Contractor with its comments.

3. A draft final report, which should take account of the comments made earlier in the process. The draft final report should reflect the outcome and requirements of the aforementioned tasks. It should provide a sound analysis of findings along with factually based preliminary conclusions and recommendations, in line with the description of tasks in Chapter 3.2. Overall it shall not exceed 100 pages (annexes excluded). It shall be submitted to the Commission at the latest 8 months after the contract was signed. The Commission will have 15 days to provide the Contractor with its comments.

4. A final report, which follows in principle the same structure as the draft final report while taking into account Commission's comments and requests, as relevant. It contains:

a. An executive summary;

b. A clear summary of the methodology followed and a final assessment of the limitations of both the approach taken and the data used;
c. A clear chain of logic between the analysis and findings presented, the results to the tasks and the conclusions drawn.

The final report shall be accompanied by a summary document describing if and how all comments made on the draft final report have been taken into account, on a comment by comment basis.

The contractor will submit the final study report to the Commission at the latest 9 months after the entry into force of the contract.

The Commission services decide on the dissemination of findings and conclusions and its related materials produced under this Framework Contract. In principle, the Commission will publish all the final reports. For these purposes, the contractor must ensure that there are no restrictions based on confidentiality and/or intellectual property rights expected from a third party.

The contractor must ensure that all reports under the contract are clear, concise and comprehensive. Each report (excluding the final version of the final report) should have an introductory page providing an overview and orientation of the report. It should describe what parts of the document have been carried over from previous reports or been recycled from other documents, and which represent progress of the work under the contract. It should also specify the status of any findings/conclusions/recommendations (e.g. whether these are tentative or final) and note any problems encountered during the process. The contractor should be available to present the current progress of the project when requested by the Commission.

Meetings

A kick-off meeting will take place in Brussels, at the latest 10 days following the entry into force of the contract, in order to settle all the details of the study, report, etc... to be undertaken.

Following the submission of the intermediate report, a meeting will be organised in Brussels to discuss the Commission’s observations. The exact date will be agreed upon with the Contractor.

Following the submission of the draft final study report, a meeting will be organised in Brussels to discuss the Commission’s observations. The exact date will be agreed upon with the Contractor.

If deemed necessary by the Commission, additional physical meetings may be requested in Brussels.
4 CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo.7

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

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

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

4.1 Content

4.1.1. Final study report

The final study report shall include:

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

- the following standard disclaimer:

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

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

4.1.2. Publishable executive summary

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

- the following standard disclaimer:

“The information and views set out in this study are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission

7 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
nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”

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

4.2 Graphic requirements

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

5 ANNEXES

1. Tenderer’s Identification Form
2. Declaration related to the exclusion criteria and absence of conflict of interest
3. Power of Attorney (mandate in case of joint tender)
4. Standard Word template for studies
5. Draft Contract
6. Non-exclusive list of documentation
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 xx/xxxx-xx

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

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

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

---

8 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>

**Declaration by an authorised representative of the organisation**

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

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

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

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

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

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

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

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

➢ (Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-
making or control over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

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

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

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

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.

Full name Date Signature

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

ANNEX 3
POWER OF ATTORNEY

mandating one of the partners in a joint tender as lead partner and lead contractor

The undersigned:

- Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company.

HEREBY AGREES TO THE FOLLOWING:

1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.

2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
   (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
   (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.

1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner’s bank account: [Provide details on bank, address, account number].

2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
   (a) The lead partner shall submit the tender on behalf of the group of partners.
   (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
   (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission’s express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission’s consent.

Signed in .................................. on  [dd/mm/yyyy]

Place and date:
Name (in capital letters), function, company and signature:

---

12 To be filled in and signed by each partner in a joint tender except the lead partner.
ANNEX 4
Standard Word template for studies

*Please see separate document*
ANNEX 5
DRAFT CONTRACT

*Please see separate document*
ANNEX 6
LIST OF DOCUMENTATION

Report of Working Group 6 of the C-ITS platform

OVERSEE project\(^{13}\)

\(^{13}\) [https://www.oversee-project.com/]