



**EUROPEAN COMMISSION**

DIRECTORATE-GENERAL FOR MOBILITY AND TRANSPORT

**Directorate C Innovative & Sustainable Mobility**

## **CALL FOR TENDERS**

**N° MOVE/C4/2013-200-1**

**Study on the benefits for road safety resulting from the installation of  
event data recorders**

# **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<sup>1</sup> concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

### **1.2. Contractual conditions**

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

### **1.3. Joint tenders**

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

In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole.

These economic operators shall designate one of them to act as leader with full authority to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination. The composition and constitution of the grouping or consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission.

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

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

or

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

### **1.4. Subcontracting**

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

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<sup>1</sup> See [http://www.wto.org/english/tratop\\_E/gproc\\_e/gp\\_gpa\\_e.htm](http://www.wto.org/english/tratop_E/gproc_e/gp_gpa_e.htm)

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

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

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

### **1.5. Content of the tender**

The tenders must be presented as follows:

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

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

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

Part D: Technical offer (see section 2.5)

Part E: Financial offer (see section 2.6)

Part F: Power of attorney (for consortia only)

### **1.6. Identification of the tenderer: legal capacity and status**

- The tenderer's identification form in **Annex 1** shall be filled in and signed by:
  - The tenderer (including any member of a consortium or grouping)
  - subcontractor(s) whose share of the work represent more than 20% of the contract.
- In order to prove their legal capacity and their status, all tenderers (including any member of a consortium 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)

## **2. EVALUATION AND AWARD**

### **2.1. Evaluation steps**

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- (2) Selection of tenderers on the basis of selection criteria
- (3) Evaluation of tenders on the basis of the award criteria (technical and financial evaluation)

Only tenders meeting the requirements of one step will pass on to the next step.

### **2.2. Exclusion criteria**

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

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

### **2.3. Selection criteria**

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

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

#### *2.3.1. Economic and financial capacity criteria and evidence*

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

- The overall annual turnover of the tenderer for the last 2 years for which the accounts have been closed shall not be less than 350 000 EUR.

The following evidence should be provided:

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

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

### *2.3.2. Technical and professional capacity criteria and evidence*

#### **a. Criteria to tenderers**

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

- The tenderer must prove experience in the last three years in the following domains:
  1. Vehicle technology, in particular concerning vehicle electronic and information systems
  2. Road safety, in particular on the analysis of accident causes
  3. Cost benefit analysis of measures aimed at improving road safety
- The tenderer must prove capacity to draft reports in English.
- The tenderer must prove experience of working in at least three EU Member States.

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

Expert vehicle technology: Relevant higher education degree and/or professional experience of 5 years in the field of vehicle technology, particularly on board electronic systems and safety systems.

Expert in road safety: Relevant higher education degree and/or professional experience of 5 years in the field of road safety including experience in accident investigation.

Expert in cost/benefit analysis: Relevant higher education degree and/or professional experience of 5 years in the field of cost-benefit analysis.

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

**c. Evidence:**

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

- List of relevant services provided in the past three years, with sums, dates and recipients, public or private. The most important services shall be accompanied by certificates of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

## **2.4. Award criteria**

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

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

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

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

- **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.

- **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 above 60% for each criterion and sub-criterion, and above 70% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.



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

Score for tender x =

$$\frac{\text{total quality score for award criteria for tender } x}{100} \text{ multiplied by } 70$$

+

$$\frac{\text{price of the lowest tender}}{\text{price of tender } x} \text{ multiplied by } 30$$

## **2.5. Technical offer**

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

## **2.6. Financial offer**

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

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

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

Indicative price: the total value of the contract is estimated at EUR 100 000.

### **3. TECHNICAL SPECIFICATIONS**

#### **3.1. Background**

This document provides the specifications for a study to be carried out concerning the installation on board motor vehicles of Event Data Recorders (EDR), i.e. devices which continuously register and store the values taken by a series of vehicle parameters so that a sequence of those records covering some seconds before, during and after a crash can be recovered.

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

The Commission adopted in July 2010 its Policy Orientations on Road Safety for 2010-2020<sup>2</sup>. One of the strategic objectives identified by the Commission is the enforcement of road safety rules.

The European Parliament in its report on road safety of 2011<sup>3</sup> called on the Commission to 'submit a legislative proposal, including a timetable and a detailed approval procedure, by the end of 2012 providing for the phased introduction, initially in rented vehicles and subsequently also in commercial and private vehicles, of an integrated accident recorder system with a standardised readout which records relevant data before, during and after accidents ('Event Data Recording'); stresses, in that connection, the need to protect individuals' personal data and to use the data recorded exclusively for accident research'.

The Commission co-financed in 2007 the project VERONICA which aimed at working out the specifications of a harmonised Event Data Recorder by defining the various users' needs, data access, data handling and the EDR's technical specifications.

#### **3.2. Objectives of the study**

The purpose of the contract is to assist the Commission in deciding whether the fitting of EDR in all vehicles or certain categories of vehicles could result in an improvement of road safety or have other positive consequences that would justify the adoption of EU legislative measures and to assess the cost and benefits of such measures.

The expected outputs include

- a) Analysis of the benefits, particularly for road safety, but not excluding other benefits, that could result from the installation of EDR,
- b) Consultation with stakeholders,

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<sup>2</sup> COM(2010) 389 final

<sup>3</sup> European Parliament resolution of 27 September 2011 on European road safety 2011-2020 (P7\_TA(2011)0408)

- c) Policy recommendations on the basis of a cost-benefit analysis of the possible measures.

### **3.3. Description of the tasks**

The study shall comprise the following tasks:

1. Collect and analyse legislation, studies and scientific literature dealing with the use of EDR.
2. Analyse the benefits for road safety or other potential benefits resulting from the installation of EDR, discussing at least the following aspects:
  - 1) The contribution of EDRs to accident investigation
  - 2) The effect of EDR on driver behaviour
  - 3) The utility of EDR for road safety research, in particular research concerning accident causation
3. Analyse the experience inside and outside the EU with the installation and use of EDR.

Under this task the contractor is expected to provide an overview of the use of EDR be it under a regulatory framework or as a result of a private initiative (e.g. for its use on commercial vehicles fleets or promoted as an incentive by insurance companies),

For the cases of use the contractor shall gather and discuss the information available concerning the characteristics and outcomes of these programmes.

4. Analyse the issue of access to EDR data, its use and confidentiality issues.

Under this task the contractor will be expected to provide an in-depth analysis in relation to the following questions

- 1) Who owns the data recorded by the EDR system?
  - 2) Who has access to the data recorded by the EDR system?
  - 3) Under which circumstances will these data be accessible?
  - 4) What are the acceptable uses of the data?
  - 5) What are the confidentiality concerns and how can they be addressed?
  - 6) What is the adequate/feasible legal framework to address these issues?
5. Discuss the technical issues related to the fitting of EDR covering at least what follows:
    - 1) The alternative technical solutions for the EDR functionally, for example in the form of integration with other systems or technologies, either existing ones (e.g. eCall or digital tachographs) or under development,
    - 2) The variables that should be recorded, taking into account the possible uses of EDR, (e.g. accident investigation, road safety research, insurance),

- 3) The technical requirements (i.e. for different technological solutions, hardware configuration, connection to the vehicle systems, integration with other ITS devices),
  - 4) The need for standardisation and certifications schemes,
  - 5) The accessibility, availability, reliability and integrity of the data recorded by the EDR,
  - 6) The training requirements for the persons responsible of reading and exploiting the EDR data (e.g. police officers, road safety officials).
6. Organise a stakeholder consultation and a stakeholder meeting

The contractor will draw a list of stakeholders interested in EDR and invite them to provide their views in written form concerning the various aspects of EDR object of this study. The consultation shall take the form of an on-line questionnaire.

The results of the written consultation will be discussed and consolidated in the stakeholders meeting. The organisation of the meeting will include:

- 1) identification and invitation of stakeholders,
- 2) drafting a discussion document including some relevant questions to be discussed at the meeting;
- 3) presenting the study, including the available results/findings, in the meeting,
- 4) drafting minutes of the meeting,
- 5) drafting conclusions which will be used for the final report of the study,

The European Commission will provide the meeting room in Brussels.

7. Discuss the possible measures, either legislative or of another nature (e.g. financial incentives), that could be adopted concerning the deployment of EDR (or if applicable other technical solutions providing the same results) in certain categories of vehicles. As a minimum the following categories shall be included:
- 1) Heavy goods vehicles
  - 2) Light goods vehicles
  - 3) Buses and coaches
  - 4) Passenger cars (for commercial and non-commercial use)
8. For the measures discussed under task 7, assess their costs and benefits. The cost assessment shall pay particular attention to the cost of exploiting the EDR data, i.e. analysing these data in order to determine the causes of an accident, be it for liability or research purposes.
9. Based on the cost-benefit assessment prepare recommendations concerning the measures to be adopted.

### 3.4. Scope, working method and approach

The methodology to be applied in this study is to be elaborated by the contractor. In his/her offer, the contractor will describe the phases of the study, together with a presentation of the various methodologies proposed for the different phases of the work (structuring, collecting data, analysing and judging).

The content of the questionnaire and the list of stakeholders to be consulted will be agreed with the Commission before the consultation is launched.

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

As part of task 6, the contractor shall organise a stakeholders meeting in Brussels in which the Commission will participate.

### 3.5. Timetable and deliverables

The duration of the tasks shall not exceed 10 months. This period is calculated in calendar days. The 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.

Deadline (from starting date)	Task
Signature (T0)	Starting date
Kick-off meeting (T0+2 weeks)	The project is kicked off at the meeting between the contractor and the Commission. The kick-off meeting will serve to settle all the details of the study and to ensure that the contractor has a clear understanding of the terms of the contract and the objectives of the study. The contractor will be provided with all relevant available documents and be informed of useful information sources for data collection.
Inception report (T0+5 weeks)	The contractor submits an inception report. (for its content see section 4.1) Within two weeks the report should be approved by the Commission
Intermediate meeting (T0+18)	The intermediate meeting will serve to present the results of the intermediate report and discuss the development of the study and work and the remaining tasks.
Intermediate report (T0+18)	The contractor submits an intermediate report. (for its

Deadline (from starting date)	Task
weeks)	content see section 4.1)
Draft final study report (T0+ 9 months)	The contractor submits the draft final study report (for its content see section 4.1).  Within 15 days after the receipt of the draft final report, the Commission will provide the contractor with comments.
Final study report (T0 + 10 months)	The contractor submits the final study report which reflects the Commission's comments.

### 3.6. Key documents

Policy Orientations on Road Safety 2010-2020:

[http://ec.europa.eu/transport/road\\_safety/pdf/road\\_safety\\_citizen/road\\_safety\\_citizen\\_100924\\_en.pdf](http://ec.europa.eu/transport/road_safety/pdf/road_safety_citizen/road_safety_citizen_100924_en.pdf)

Projects:

VERONICA I and II: <http://www.veronica-project.net>

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

### 4.1. Reports

The contractor is requested to present:

- a) An inception report outlining the problem analysis, the objectives of the study, the list of stakeholders to be consulted, the methodology and criteria that will be used for assessing the measures foreseen under tasks 7 and 8
- b) An intermediate report that that will include (in addition to the above elements), the preliminary results for tasks 1 to 4.
- c) A draft final report that will include (in addition to all the above elements), the results of tasks 5 to 9.
- d) A final study report that will taking into account the Commission's comments and requests.

The final study report shall include:

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

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

*the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein."*

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

#### **Publishable executive summary**

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

- the following standard disclaimer:

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

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

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

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

## **4.2. Graphic requirements**

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo<sup>4</sup>.

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](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: <http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html>

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

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<sup>4</sup> The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: [comm-visual-identity@ec.europa.eu](mailto:comm-visual-identity@ec.europa.eu)

## **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



## 5.1. ANNEX 1

### IDENTIFICATION OF THE TENDERER

(Each service provider , including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

Call for tender **MOVE/C4/2013-200-1**

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) <sup>5</sup>	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number:	

<sup>5</sup> For natural persons

E-mail address:	
<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>6</sup></b> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

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<sup>6</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

## 5.2. ANNEX 2

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

*(Complete or delete the parts in grey italics in parentheses)*

[Choose options for parts in grey between square brackets]

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

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

or

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

full official name:

official legal form:

full official address:

VAT registration number:

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

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making

or control<sup>7</sup> 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<sup>8</sup> 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
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<sup>7</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

<sup>8</sup> 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

### 5.3. ANNEX 3

#### POWER OF ATTORNEY

##### mandating one of the partners in a joint tender as lead partner and lead contractor<sup>9</sup>

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]

<sup>9</sup> To be filled in and signed by each of the partners in a joint tender, except the lead partner;

Place and date:

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

## **5.4. ANNEX 4**

### **Standard Word template for studies**

**5.5. ANNEX 5**

**DRAFT CONTRACT**