



## **CALL FOR TENDERS**

No. PS/SRV/RMA/003/2022

**Assessment of the rail market in the Western Balkans in terms of capacities, policies, economic and technical level of development of freight and passenger transport segments**

# **TENDER SPECIFICATIONS**

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## **1. INFORMATION ON TENDERING**

### **1.1. Contracting authority: who is the buyer?**

This call for tenders is launched and managed by the Transport Community Treaty Permanent Secretariat, referred to as the “Contracting Authority” or “TCT” for the purposes of this call for tender.

### **1.2. Subject: what is this call for tenders about?**

The subject of this call for tenders is to provide “Assessment of the rail market in the Western Balkans in terms of capacities, policies, economic and technical level of development of freight and passenger transport segments”.

### **1.3. Participation**

Participation in this procurement procedure is open on equal terms to all natural and legal persons or associations of such persons established in:

- Signing Parties of the Transport Community Treaty;
- A Member State of the European Economic Area;

It is also open to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the multilateral Agreement on Government Procurement concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions it lays down. Participation is also open for international organisations.

To enable the Contracting Authority to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the legal capacity as described in *Section 3.2.2*.

### **1.4. 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 risks assignment, payments, performance of the contract, confidentiality, and checks and audits.

### **1.5. Compliance with applicable law**

The tender must comply with applicable environmental, social and labour law obligations established by Union law, Serbian national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>1</sup>.

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<sup>1</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

This call for tender is governed by the provisions of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC.

### **1.6. Joint tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract (see Annex 3).

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

### **1.7. Subcontracting**

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

Tenderers are required to identify subcontractors whose share of the contract is above 20 % and those whose capacity is necessary to fulfil the selection criteria.

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

### **1.8. Structure and content of the tender**

The tenders must be presented as follows:

Part A: Identification of the tenderer (see section 1.9)

Part B: Non-exclusion (see section 3.1)

Part C: Selection (see section 3.2)

Part D: 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 rejected on the basis of non-compliance with the tender specifications and will not be evaluated.

Part E: Financial offer

The maximum contract price is EUR 100.000 (**Lump Sum**). Tenders with prices higher than the maximum will be considered unacceptable.

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 bear 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 TCT is exempt from such charges under Articles 10 of the [Agreement between the Republic of Serbia and the Transport Community regarding the seat of the Permanent Secretariat of the Transport Community](#). 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.

Part F: Power of attorney (for consortia only)

Tenders shall be submitted by electronic mail to [procurement@transport-community.org](mailto:procurement@transport-community.org) in two separate e-mails. Parts A, B, C, D and F (with all relevant annexes) shall be included in one e-mail, while part E (Financial Offer) shall be included in a separate e-mail.

All documents referred at above shall be submitted in pdf format.

The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined. Tenderers are strongly advised not to transmit their Tender immediately before the deadline for submission.

It is the Tenderer's sole responsibility to ensure that its Tender complies with the submission requirements and is received by the Contracting Authority by the date and time set out. The Contracting Authority accepts no liability whatsoever for any problems arising from issues such as (but not limited to) the Tenderer's IT software, infrastructure, internet connectivity, etc. that would result in the Tender not being properly or timely received.

## **1.9. Identification of the tenderer**

The tender must include a **cover letter** signed by an authorised representative presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors if applicable, and the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with powers of attorney. The signed powers of attorney must be included in the tender as well. Subcontractors that are identified in the tender must provide a letter of intent signed by an authorised representative stating their willingness to provide the services presented in the tender and in line with the present tender specifications.

Tender must also include the Tenderer Identification Form (*Annex I*) to be completed and signed by 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.

The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender:

- 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 applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, if required under applicable law, proof of registration in a professional or trade register or any other official document showing the registration number.

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) are not obliged to provide such evidence.

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. 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)

### **1.10. Confidentiality of tenders**

Once the Contracting Authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the Contracting Authority is entitled to make available (any part of) the tender to its staff as well to other persons and entities working for the Contracting Authority or cooperating with it, including Contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- The Contracting Authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure, the Contracting Authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

The Contracting Authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The Contracting Authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

### **1.11. Informing tenderers**

The Contracting Authority shall inform tenderers simultaneously and individually of decisions reached concerning the outcome of the procedure, including the grounds for any decision not to award the contract or recommence the procedure.

Within such communication, the Contracting Authority shall inform:

- Any unsuccessful tenderer of the reasons for the rejection of its tender;
- Any tenderer that has made an admissible tender of the characteristics and relative advantages of the tender selected, the price of the offer as well as the name of the successful tenderer.

The Contracting Authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as prices included in the financial offer, technical or trade secrets<sup>2</sup>.

### **1.12. Means of redress**

Any person that considers itself harmed by any act or decision made by the Contracting Authority might seek remedy by the following means:

#### **a) Seeking remedy with the Contracting Authority**

Objections should be sent using the e-mail address [procurement@transport-community.org](mailto:procurement@transport-community.org) and shall include:

- The no. of the procurement procedure and the word “*objection*” in the subject line;
- Sender's identification data;
- Proof of interest;
- Challenged act or decision and remedy sought;
- Grounds or evidence supporting the objection.

Objections not meeting the formal notification requirements provided above shall be disregarded.

Only actual participants to the tender procedure shall be considered interested parties and allowed to object. In order to be found admissible, objections should concern any of the following:

- Decision to exclude (Contracting Authority's decision to exclude a participant in the tender procedure);
- Decision to award the contract (Contracting Authority's decision to award the contract to a certain bidder).

Timing for sending objections shall be no later than 10 days following Contracting's Authority notifications of the outcome of the tender procedure. The relevant provisions of **Section 1.14** on communication means and deadlines apply.

Upon review of the objection, the Contracting Authority shall respond as soon as possible and provide the sender its decision and reasoning on the case. Such decision might confirm (fully or in part) or reject the objection. In case the Contracting Authority accepts (in full or in part) an objection it will take immediate remedial action and inform all interested parties in this regard.

#### **b) Permanent Court of Arbitration in Hague**

Disputes arising out of the Contracting Authority's decision on an objection shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration

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<sup>2</sup> For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of launching the tender.

The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings shall take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all parties and there shall be no appeal.

### **1.13. Awarding of the Contract**

The Contracting Authority shall award the contract to the selected bidder:

- Not earlier than 10 days following the communication of the outcome of the procedure (the standstill period), providing that no objections are being lodged within such period by any interested party.
- After the Contracting Authority's review and decision on all objections lodged during the standstill period.

In case the Contracting Authority revises its initial award decision on the basis of examination of objections received in the standstill period and decides to award the contract to another tenderer, a further standstill period of 10 days shall apply.

Raising a dispute to the Permanent Court of Arbitration shall not prevent the award of the contract by the Contracting Authority. By submitting tenders in response to this procedure, bidders acknowledge and accept that whatever the outcome of arbitration proceedings might be it shall not result in the contract becoming ineffective through retroactive cancellation or otherwise.

### **1.14. Period of validity of tenders**

The period of validity of tenders is fixed at 3 months from the deadline for the submission of tenders.

In exceptional cases, the Contracting Authority may ask the tenderers for a one-off, specific extension, which may not exceed 40 days.

The successful tenderer is bound by the tender for a further 60 days, irrespective of the date of notification of the award of the contract.

### **1.15. Contacts during the tender submission stage**

Before the time limit for receipt of requests to participate or tenders, the Contracting Authority may communicate additional information about the procurement documents if it discovers an error or omission in the text or upon request from candidates or tenderers. Information provided shall be disclosed to all candidates or tenderers at the same address where the procurement documents have been made available and observe the time limit set-up below.

Any requests for clarifications shall be sent in writing using the address [procurement@transport-community.org](mailto:procurement@transport-community.org). Clarifications requests shall be sent no later than 10 days before the time limit for submitting bids. The Contracting Authority shall respond to any clarification request as soon as possible and in no event later than 6 days before the time limit for submitting bids without disclosing the identity of the person requiring clarification. If any additional information/response to a clarification request is given less

than 6 days before the deadline, the Contracting Authority shall extend the time limit for receipt of tenders proportionally.

## **2. TECHNICAL SPECIFICATIONS**

### **2.1. Background**

Under the Treaty establishing the Transport Community, the South East European Parties (namely the Republic of Albania, Bosnia and Herzegovina, North Macedonia, Kosovo\*, Montenegro and the Republic of Serbia hereinafter referred as "*Regional Parties*") have committed to ensure the development of the indicative extension of the TEN-T comprehensive and core networks to the Western Balkans, in view of their commitment to progressively integrate their transport markets with the European Union's, based on the relevant *acquis*. Part of this joint effort, the Permanent Secretariat of the Transport Community (further on "TCT") has been tasked to support the parties on the path towards achieving their common goals.

In order to assist the Regional Parties, it was set up a Rail Technical Committee (further on "RTC") to cover rail transport related aspects falling under the scope of the Transport Community Treaty (TCT). To serve this purpose, the RTC with the support of the Permanent Secretariat of the Transport Community during 2020 elaborated a coherent set of concrete actions to be implemented by the Regional Parties in a coordinated and timely manner. It aimed in particular at regional market opening, passenger rights, governance, interoperability, improving the rail border – crossing / common crossing operations and modernisation of the rail network.

Transport Community Treaty signed by Regional Parties, includes the following obligations, as part of its Annex 1 ([https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:22017A1027\(01\)&from=EN](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:22017A1027(01)&from=EN)), related to Rail Transport and part of the Rail Action Plan (<https://www.transport-community.org/wp-content/uploads/2020/11/Rail-Action-Plan.pdf>) as per the given topics:

- Market access
- Train driver licensing
- Interoperability
- European Union Agency for Railways
- Railway safety
- Inland transport of dangerous goods
- Transportable pressure equipment
- Social field - working time / hours
- Passenger rights
- Procurement procedures
- Public services

The transposition and implementation of the Annex 1 of the Treaty has been taken on different levels in all regional partners.

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\* This designation is without prejudice to positions on status, and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

In addition, the regional development of the rail infrastructure is progressing every day and a lot of funds are invested into the improvement of the potentials of the regional economy in the WB6 and facilitating exchanges of goods and services and intensify trade by enabling more products and services to be exported to more markets. Also, in meanwhile main transport flows has been changed drastically in the recent years which the market didn't recognise immediately. Also, the flows within the region cannot be considered isolated from the flows along the networks of the neighbouring countries and wider corridor context. Therefore, in order the regional rail systems to seize the opportunities and to follow or lead the changes in the system in terms of technological and operational modernisation, it needs updated and current transport flows.

TC Permanent Secretariat established Technical Committee on Railway. Within a work of this body Regional Parties expresses their priorities. One of them is comprehensive assessment of the rail market in the region. Last two years all railway undertakings worked under a lot of restrictions imposed by the governments as measures against pandemic.

Therefore, this Technical Assistance is aiming at supporting the Regional Parties in their efforts to set their goals in terms of planning capacities and achieving economic and technical level of development of the freight and passenger transport segments.

## **2.2. General and specific objectives**

The general objective of this assignment is to contribute towards the fulfilment of the obligations derived from the Transport Community Treaty signed by Regional Parties, related to Annex 1 of the Treaty the Rail Action Plan as well.

The specific objective of this assignment is delivering a comprehensive overview of the transportation needs, traffic flows, and market situation on the Western Balkans by assessment of the capacities, economic and technical level of development of freight and passenger transport in the region.

To this purpose, the contractor is requested to:

1. Create structure and data collection for creation and delivery of report on Western Balkan Rail Market Monitoring as per Regulation (EU) 2015/1100 for 2021 as baseline year.
2. Update of the Preliminary Implementation plan, the Transport Market Study, the Inventory of Rail Freight Facilities and the appendixes done in 2017<sup>3</sup> taking into consideration the latest updates and changes of strategies and data related to rail transport in EU and SEE.

Principal requirements:

The Contracting Authority is executing in parallel complementary project called Transport Observatory Database/Information System (TODIS). The administrative/technical management and synchronization of parallel data collection exercises (TODIS and this Project) should be ensured. Data collection under TODIS is already on-going, till the time that this Project will kick-off the data collection within TODIS will be mostly finalised.

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<sup>3</sup> Support to the Implementation of the SEETO Strategic Work programme (2015-2017) - Provide Technical Assistance to SEETO structure in the areas of railway and road safety: Revisiting the SEETO Railway Memorandum of Understanding with a View to Establishing of Rail Freight Corridor in Western Balkans, SUEZ, December 2017.

Therefore, the Contracting Authority will make available the data collected within TODIS to the Contractor for the purpose of this assignment. However, there is no guarantee from the side of the Contracting Authority that all the needed data for the subject assignment will be available. The Contractor will be responsible to check the available and collected additional data needed for the assignment, as specified in the requirements below.

The datasheets and reports produced within the previously done project in 2017<sup>3</sup>, will be provided to the Contractor

Specific description of the requested tasks is provided in the next chapters.

### **2.3. Geographical area to be covered**

Contracting Authority's headquarters is located in Belgrade, Republic of Serbia. While the Contractor shall not be asked to open a branch office or otherwise register in Serbia for the scope of performing the contract, physical presence of its team in Belgrade shall be required from time to time.

Performance of the tasks described under point 2.4 below requires physical presence of the Contractor's team in all 6 TCT Regional Participants.

### **2.4. Tasks**

#### **2.4.1. Task 1: Create structure and data collection form for creation and delivery of report on Western Balkan Rail Market Monitoring as per Regulation (EU) 2015/1100 for 2021 as baseline year**

The contractor is requested to perform the following activities/tasks:

1. Create structure and data collection form which will be used for collecting data which later on can be transferred to single database for overview of the Western Balkan Rail Market. The data collection form is already described and defined in the Regulation (EU) 2015/1100 and the same can be used for the Western Balkan needs. Regarding the structured database, is already existing and it shall be used for the Western Balkan content<sup>4</sup>. This database will become basis for the Report on Western Balkan Rail Market Monitoring. This form and data base will be used in future by TCT for annual monitoring.
2. Collect and check the data from 2021 as baseline year from all Regional Partners. This task must be performed by the selected Contractor and his own resources. It is crucial the Contractor uses local experts, in each regional partner, familiar with the topic which can easier collect and check any discrepancies of the required data.
3. Prepare and deliver report and infographics on Western Balkan Rail Market Monitoring for 2021 as a baseline year.

All actions in this task shall be in accordance Regulation (EU) 2015/1100 and mirroring the most recent European Commission report on Rail Market Monitoring.

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<sup>4</sup> [https://transport.ec.europa.eu/document/download/853d9125-9d63-4bcd-8fcc-08a2ed2bd1e3\\_en](https://transport.ec.europa.eu/document/download/853d9125-9d63-4bcd-8fcc-08a2ed2bd1e3_en)

For the duly performance of the above, apart from the necessary deskwork the Contractor is required to undertake missions to each Regional Party to hold meetings/interviews with all relevant stakeholders.

**The delivery** under this task shall include the above and shall be reflected in Reports of Task no. 1 as described at point 2.5 below.

**2.4.2. Task 2: Update of the Preliminary Implementation plan, the Transport Market Study, the Inventory of Rail Freight Facilities and the appendixes done in 2017 taking into consideration the latest updates and changes of strategies and data related to rail transport in EU and SEE.**

The specific objective of the Task 2 is the transfer of best practice solution to the indicative Extension of TEN-T network to the Western Balkans. The main expected outputs are an update of the Transport Market Study and its annexes and appendices, update of the inventory of rail freight facilities on the Core Network Corridors in Western Balkan including newly proposed Western Balkan Corridor and update of the implementation plan in accordance with Regulation EC 913/2010 concerning a European rail network for competitive freight, which will facilitate inclusion of the Western Balkans area into the Rail Freight Corridor initiative.

**Requested Services:**

- Interviews, desk work including notably the network statements of regional infrastructure managers, surveys, field visits, scenario technique, workshops with key stakeholders. At least one field visit to each Regional Participants is envisaged where meetings and interviews would be conducted with key stakeholders. Particular attention to be paid to identification and interviews with the main industries, forwarders and shippers in the region and in the each of the Regional Partners in order to identify the conditions and potential for future railway demand;
- Update of the transport market study for the Core Network Corridors in Western Balkan including newly proposed Western Balkan Corridor in accordance with Article 9(3) of Regulation EU No 913/2010 considering previously completed market studies for the existing nine rail freight corridors.
- Update of the implementation plan in accordance with Article 9(1) of the Regulation, with the exception of the investment plan referred to in Article 11 of Regulation (EU) No 913/2010.
- Update of the inventory of rail freight facilities as referred to in Annex II of Directive 2012/34/EU points 2, 3 and 4 as they exist along the Core Network Corridors in Western Balkan including newly proposed Western Balkan Corridor.
- Consultant to identify obstacles in rail services development and provide detail and concrete recommendations on how to address them, both at regional level and at the level of each Regional Partner.

Notice: The contractor shall update the project outcomes from 2017 with the newest situation in terms of data, policy and projects and use all recent Feasibility Studies, Traffic Assessments, and data from the Projects on the corridors in the WB6. All collected data shall be analysed and harmonised, and based on that, the contractor shall prepare an overview based on the existing forecasts.

## 2.5. Deliverables

All deliverables shall be prepared in English and shall be handed over in electronic editable format.

The following deliverables shall be produced by the Contractor under the Contract:

No.	Deliverable	Deadline for submission
1.	<p><b>Inception Report</b></p> <p>The Inception Report should not ideally exceed 20 pages of essential information (data on project scope and contractor’s mobilisation excluded). The report shall propose content and scope of the main reports. It shall focus on further refining the working methodology and timeline. The timeline shall be presented in graphical form and shall highlight activities, milestones, the logical dependency between activities and the project’s critical path.</p>	Commencement plus 6 weeks
2.	<p><b>Create structure and data collection form for creation and delivery of report on Western Balkan Rail Market Monitoring as per Regulation (EU) 2015/1100 for 2021 as baseline year.</b></p> <p><b>(Task 1)</b></p> <p>1. Create structure and data collection form which will be used for collecting data which later on can be transferred to single database for overview of the Western Balkan Rail Market and it will become basis for the Report on Western Balkan Rail Market Monitoring. This form and data base will be used in future by TCT for annual monitoring.</p> <p>2. Collect and check the data from 2021 as baseline year from all Regional Partners.</p> <p>3. Prepare and deliver report and infographics on Western Balkan Rail Market Monitoring.</p> <p>All actions in this task shall be in accordance Regulation (EU) 2015/1100 and mirroring the European Commission report.</p> <p>The report should not be too long but “up to the point” and not exceeding 60 pages. As an Annex, the report shall include a Practical Guide for further reporting to be used by the Regional Partners (it is envisaged as a separate document and not included in the above-mentioned 60 pages)</p>	<p>Commencement plus 8 weeks for action 1.</p> <p>Commencement plus 26 weeks for action 2.</p> <p>Commencement plus 30 weeks for action 3.</p>

4.	<p><b>Update of the Preliminary Implementation plan, the Transport Market Study, the Inventory of Rail Freight Facilities and the appendixes done in 2017 taking into consideration the latest updates and changes of strategies and data related to rail transport in EU and SEE (Task 2)</b></p> <ul style="list-style-type: none"> <li>• Report 1: Update of the Rail freight corridor Implementation plan and its annexes and appendixes on the basis of the handbook<sup>5</sup> and the Regulation EU No 913/2010.</li> <li>• Report 2: Update of the Inventory of all rail facilities along the rail freight corridor; Technical parameters and data for presentation of access conditions and charges for the freight facilities on the Core Network Corridors in Western Balkan including on the newly proposed Western Balkan Corridor; and the Transport Market study in accordance with Regulation EU No 913/2010.</li> </ul>	<p>Commencement plus 30 weeks</p> <p>Intermediate outputs:</p> <ul style="list-style-type: none"> <li>- Monthly Progress reports.</li> <li>- Draft Final Report containing results of the report 1 and report 2. Presentation to key stakeholders (rail infrastructure managers, terminal operators, railway undertakings, freight forwarders, shippers, etc.)</li> <li>- Final Report (including revisions of Reports 1 and 2).</li> </ul>
5.	<p><b>Final Report</b></p> <p>Shall incorporate a summary of all tasks carried under the Contract as well as the final version of all the deliverables</p>	<p>Commencement plus 40 weeks</p>

Deadlines for delivery refer at the draft version of the reports. 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.

## 2.6. Acceptance of the services by the Contracting Authority

All the services and deliverables to be produced under the contract shall be subject to acceptance by the Contracting Authority. The following acceptance procedures shall apply.

Contracting Authority's feedback shall be submitted within 20 days upon receipt of the draft version of a deliverable and may take one of the following forms:

- a. Unconditioned approval;
- b. Approval with comments;
- c. Request for revision (in case the deliverable needs quality and/or content improvement);
- d. Rejection (in case the minimum contractual requirements on the deliverable's content and quality are not met).

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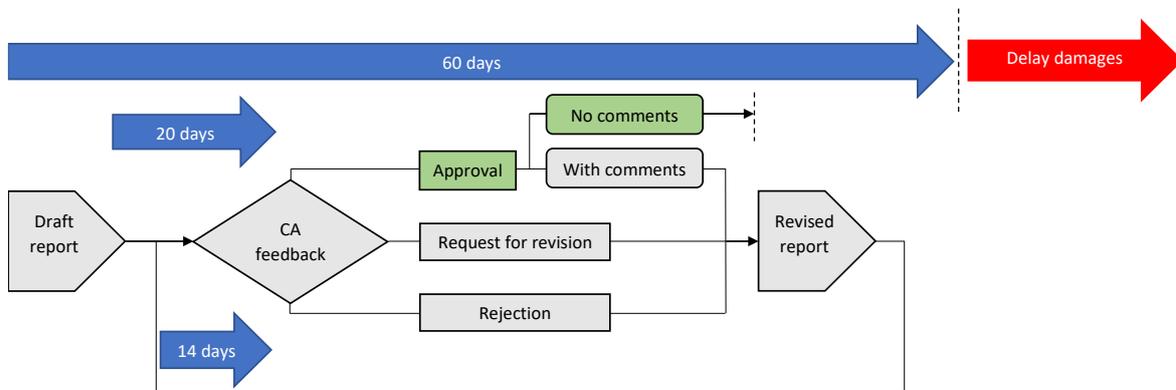
<sup>5</sup>[https://transport.ec.europa.eu/document/download/7bd73baf-c60d-4982-a8ad-d396c53a14e4\\_en?filename=erncf\\_handbook\\_final\\_2011\\_06\\_30.pdf](https://transport.ec.europa.eu/document/download/7bd73baf-c60d-4982-a8ad-d396c53a14e4_en?filename=erncf_handbook_final_2011_06_30.pdf)

In cases listed at points b, c and d above Contracting Authority's decision shall be accompanied by a list of comments that the Contractor will have to consider when preparing a revised version of the deliverable. The Contractor shall send the revised version as soon as practically possible, and the Contracting Authority shall provide its feedback within 14 days from such submission.

Notwithstanding Contracting Authority's entitlement to reject or request revision of a deliverable until its feedback properly addressed, failure of the Contractor to have its reports approved within 60 days from the initial submission would trigger delay damages applicable starting from the first day following such deadline.

Contracting Authority's failure to send feedback within the time limits set under this article would result in the reports being deemed approved starting from the day following the date such feedback was due.

The typical sequence of report approval events is presented graphically below:



## 2.7. Meetings and phone conferences

For facilitating the performance by the Contractor of this activity, the TCT Secretariat shall provide the Contractor with the full list of members of the Rail Technical Committee who will be regarded as national focal points for the implementation of this TA in their respective administrations.

TCT Secretariat will seek to facilitate the communication between the Contractor and beneficiaries whenever needed, but it is the ultimate responsibility of the Contractor to obtain a sufficient flow of information from the national focal points to be able to complete each of the tasks of this contract.

The Contractor shall be in regular communication with the Rail Coordinator from the TCT Secretariat for the entire duration of the contract.

The contractor is expected to participate in the following meetings and phone conferences:

- A kick-off meeting, virtual or in TCT Premises in Belgrade, depending on the evolution of COVID-19 pandemic, at the latest 7 days following the entry into force of the contract
- Conference calls between the Contractor, TCT Secretariat and national focal points – shall be organised to discuss key deliverables, and any other important issues on request of any of the parties, contractor or TCT Secretariat.

- Progress calls between the Contractor and TCT Secretariat shall be organised twice per month. The contractor will be notified in case a summary record is deemed necessary for any of those meetings or conference calls. If requested, the summary record should be drafted by the contractor within 3 working days following the meeting and it needs to be agreed among the participants.

## 2.8. Staff

The team delivering the services should include, as a minimum, the profiles hereunder provided.

The team should provide experts who have qualification and legal capacity to perform in a timely manner all the obligations of the Contractor described in this Terms of Reference throughout the term of the contract.

### 2.8.1. Key expert

Expert who have a crucial role in implementing the contract are referred to as key expert. The profile of the key expert for this contract is as follows:

No.	Key Expert	Qualifications and Skills	Specific Professional Experience	Project-related experience*
B1	Team Leader / EU Acquis	<p>Team Leader will lead the implementation of all the components and retain the leadership and capacity of overall coordination, communication as well as the quality control of the project's outputs and outcomes. The team leader will be part of and will manage the team of experts, organises all aspects of the technical project work, ensure good communication with the project partners and Contracting Authority.</p> <p>University graduate in a field of transport/civil engineering/economics or equivalent</p> <p>15 years of general professional experience in transport sector acquired after graduation.</p> <p>Proficient English user.</p>	<p>At least 10 years of experience in the rail transport sector.</p> <p>At least 5 years' professional experience in rail under the relevant EU Acquis.</p>	<p>Working experience in a similar position in at least 2 projects with similar tasks in EU Member States, South East European Parties of the Transport Community Treaty, EU candidate countries or countries from Eastern Partnership of larger or similar size.</p>

\* For project-related experience to be considered fulfilled, it should refer to a project that was completed within the last five years from the time-limit for submitting bids under the current project.

### 2.8.3 Other experts, support staff and backstopping

The Contractor is responsible to select, hire and/or use local experts in each WB6 partner, especially for data collection and other activities, as well as other experts whose inputs might prove necessary for the proper delivery of services without seeking Contracting Authority's prior approval in this regard. In particular, the Contractor must be aware that extensive knowledge of the overall transport sector with specific knowledge of the relevant railway institutions, entities and railway operations will be needed for this assignment and that the profile of the expertise to be used shall correspond to such needs.

The costs for other experts, backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

### **3. EVALUATION AND AWARD**

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria.
- Selection of tenderers on the basis of selection criteria.
- Verification of compliance with the minimum requirements set out in these tender specifications.
- Evaluation of tenders on the basis of the award criteria.

The Contracting Authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

#### **3.1. Verification of non-exclusion**

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

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose share of the contract is above 20% and those whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has

already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

### **3.2. Selection criteria**

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

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.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

#### **3.2.1. Declaration and evidence**

The tenderers (and each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the declaration on honour (see Annex 2), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see section 3.1) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the evidence to be submitted with the tenders. A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

#### **3.2.2. Legal capacity**

Tenderers must prove that they have legal capacity to perform the contract. Such capacity shall be proven by the evidence listed below:

- Proof of enrolment in a relevant trade or professional register;

This criterion applies only to the consortium leader.

### **3.2.3. Economic and financial capacity criteria**

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

- **Criterion F1:** Annual average turnover of the last two financial years above EUR 80.000; this criterion applies to the leader in case of joint tenders.

#### **Evidence:**

- For economic operators required under national law to keep a complete set of accounts: statement of financial position, statement of profit or loss account and annexes of the last two years for which accounts have been closed;
  - For economic operators required under national law to keep a simplified set of accounts: the statement of expenditure and revenue and the annex showing assets and liabilities for the last two financial years for which accounts have been closed;
  - In all cases, a statement of overall turnover provided over the last two financial years for which accounts have been closed.
- **Criterion F2: Ratio between total assets and total liability above or equal to 1.00; this criterion applies to the consortium leader in case of joint tender.**

#### **Evidence:**

- For economic operators required under national law to keep a complete set of accounts: the statement of financial position, statement of profit or loss and annexes of the last two years for which accounts have been closed;
- For economic operators required under national law to keep a simplified set of accounts: the statement of expenditure and revenue and the annex showing assets and liabilities for the last two financial years for which accounts have been closed;

The most recent year must have been closed within the last 18 months.

**All the above specified evidence of economic and financial capacity must be provided with the tender.**

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, it may prove its 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. The Contracting Authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

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

#### **3.2.4.1 Criteria relating to tenderers:**

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below. The project references indicated below consist in a list of relevant services provided in the past three years, with the sums, dates and Contracting Authority s, public or private, accompanied by statements issued by the Contracting Authority s.

<b>Criterion A1</b>	
The tenderer must prove experience in the field of:  - transportation engineering (A.1.1);	
<b>Minimum level of capacity:</b>	At least 2 similar projects in scope and complexity completed in the last three years preceding the tender submission deadline, with a minimum value for each of them of €80.000.  The tenderer must have delivered the two projects in the field of transport planning (criterion no. A.1.1).
<b>Basis for assessment</b>	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all involved entities.
<b>Evidence</b>	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, topic and scope, role of the tenderer, total project amount and amount invoiced, and statements issued by the Contracting Authority confirming information for each project.

### **3.2.5. Technical Offer Requirements**

The Technical Offer must provide all the information needed to assess the compliance with the award criteria. In particular, it has to include dedicated chapters for each award criterion, adequately backed-up by support documents.

#### **3.2.5.1 The Project Team**

The Technical Offer shall present the proposed team of experts, distribution of roles and duties, the contributions, the responsibilities of the experts and the links between them.

Key experts shall be evaluated based on CVs. Each CV should indicate the intended function in the delivery of the service. CVs are limited to 5 pages A4 per key expert and should be structured around the relevant information required for each profile, so that to facilitate evaluation.

No. of years of specific professional experience should be clearly indicated and supported by information on all relevant positions held, main tasks performed in such positions, name and contact details of the employers.

The list of projects for each expert shall indicate details of their start and end date, Contracting Authority 's name, information on the project's scope and size (including size of the relevant activities, if case), the expert's position in the project team and the activities performed.

### **3.2.5.2 Methodology**

The methodology should describe in detail the activities and sub-activities (if any) that will be performed according to the ToR to achieve the expected results. Additional activities may also be suggested, and their need justified for the successful implementation of the assignment.

The methodology should indicate the intended results in the realization of the respective (sub)activity by linking it to the specifics of the activity itself and the proposed way of its implementation and to clearly describe the chronological, technological, and logical interconnection of the processes in the implementation of the individual (sub)activities.

The methodology should include a detailed schedule with specific deadlines for the implementation of specific activities in the individual stages and the assignment as a whole. The proposed timetable should comply with the overall deadlines under the project and shall be presented in the form of a Gantt Chart.

The Contractor has to apply a system for the management of the risks within this assignment. This risk management process of the Contractor has to be explained in the methodology part of the Technical Offer, including, as a minimum, a risk analysis, identification of possible risks and the necessary actions to avoid, transfer, mitigate or accept them.

### **3.2.5.3 Quality Assurance Plan**

The Technical Offer shall include details on the proposed Quality Assurance System and how the tenderer is going to apply it in order to meet the requirements of the assignment.

## **3.3. Award criteria**

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

### **1. Price - 40%**

The price considered for evaluation will be the total price of the Financial Proposal, covering all the requirements set out in the Terms of Reference.

### **2. Quality – 60%**

The quality of the tender will be evaluated based on the criteria set in the following table. The maximum total quality score is 100 points.

Tenders must score a minimum no. of points for each criterion, as indicated in the table below. The minimum no. of points to be scored is 60. Tenders that do not reach the minimum thresholds for each criterion or a total number of 60 points will be rejected and will not be ranked.

No	Award Criteria	Maximum Points	Minimum threshold
1.	<p><b>Qualification and experience of key personnel</b></p> <p>Meeting the minimum requirements for all key experts as defined in section 2.8.1 equals to 26 points.</p> <p>The remaining 24 points shall be granted based on the project related experience of the key experts, as following.</p> <ul style="list-style-type: none"> <li>- 4 points shall be granted for each additional project covering the criteria defined in section 2.8.1 (project related experience column), up to a maximum of 8 points (2 projects).</li> <li>- No more than 2 additional projects for each expert shall be scored, up to a maximum of 8 additional points for each Key Expert.</li> </ul>	50	26

No	Award Criteria	Maximum Points	Minimum threshold
2.	<p><b>Quality of the proposed methodology</b></p> <p>This criterion assesses the applicability and adequacy of the proposed approach and methodology.</p> <p>The methodology section of the Technical Proposal shall be of maximum 30 pages and should describe:</p> <ul style="list-style-type: none"> <li>- all tasks and activities which shall be realized for the successful delivery of the project;</li> <li>- How the tenderer intends to approach each task to achieve the end result</li> <li>- Proposed delivery schedule;</li> <li>- Risk management plan.</li> </ul> <p>Scoring under this criterion shall be made based on the following:</p> <ul style="list-style-type: none"> <li>- Mere repetition of the terms of reference will result in a low score;</li> <li>- Further breakdown of tasks per sub-activities will get higher score, but artificial split should be avoided;</li> <li>- Detailed description of <i>how</i> activities shall be carried out in correlation with the proposed team structure shall get higher score;</li> <li>- Presentation of a general risk management plans shall get lower score, identifying risks that are relevant for this assignment and well-targeted and realistic mitigations measures shall be scored higher);</li> </ul>	30	14
3.	<p><b>Quality Assurance and Quality Control Measures</b></p> <p>This criterion will assess the proposed quality control system and how the tenderer is going to apply it in order to meet the requirements of the assignment. This should be detailed in the technical proposal and specific to the tasks at hand.</p>	20	10
	<b>Total</b>	100	60

### 3.4. Ranking of tenders

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 80/20 is given to quality and price.

Score for tender X	=	cheapest price	*	100	*	20%	+	total quality score (out of 100) for all award criteria of tender X	*	80%
		price of tender X								

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined: criterion no. 1, criterion no. 2.

The contract shall be awarded to the tender ranked first, which complies with the minimum requirements specified in the procurement documents and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

## 4. ANNEXES

1. Tenderer 's Identification Form
2. Declaration of honour on exclusion criteria and selection criteria
3. Power of attorney (mandate in case of joint tender)
4. Draft Contract
5. Financial Identification

# 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 .....**

<b>Identity</b>	
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>6</sup>	
<b>Address</b>	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
<b>Contact Person</b>	
Surname:	
First name:	

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<sup>6</sup> For natural persons.

Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number: 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>7</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>7</sup> 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 selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:	Full official name:  Official legal form:  Statutory registration number:  Full official address:  VAT registration number:

➤ declares whether the above-mentioned person is in one of the following situations or not:		
SITUATION OF EXCLUSION CONCERNING THE PERSON	YES	NO
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>

(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:	<input type="checkbox"/>	<input type="checkbox"/>
i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed		

<p>under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</p> <p>i. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</p> <p>ii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</p> <p>iii. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</p> <p>iv. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>		
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<b><u>[Only for legal persons other than Member States and local authorities, otherwise delete this table]</u></b>		
<p>➤ declares whether a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations or not:</p>		
<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON</b>	YES	NO
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

<p>➤ declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:</p>			
<b>SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON</b>	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ declares whether the above-mentioned person is in one of the following situations or not:		
GROUNDS FOR REJECTION FROM THIS PROCEDURE	YES	NO
h) has not distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
i) has provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;	<input type="checkbox"/>	<input type="checkbox"/>
➤ acknowledges that the above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.		

#### **REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration. This does not apply for the situations referred in point (d) of this declaration.

#### **EVIDENCE UPON REQUEST**

Upon request and within the time limit set by the contracting authority the person shall provide information on the persons that are members of the administrative, management or supervisory body, as well as the following evidence concerning the person or the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates 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 person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

➤ declares whether the above-mentioned person complies with the selection criteria as provided in the tender specifications:		
<b>SELECTION CRITERIA</b>	YES	NO
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [insert] of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>
➤ declares that the above-mentioned person will be able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.		

Full name

Date

Signature

## ANNEX 3

### POWER OF ATTORNEY

**mandating one of the partners in a joint tender as lead partner and lead contractor<sup>8</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.

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<sup>8</sup> To be filled in and signed by each partner in a joint tender except the lead partner.

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  
**DRAFT CONTRACT**

*Please see separate document*

## ANNEX 5

**Study: Support to the Implementation of the SEETO Strategic Work programme (2015-2017) - Provide Technical Assistance to SEETO structure in the areas of railway and road safety: Revisiting the SEETO Railway Memorandum of Understanding with a View to Establishing of Rail Freight Corridor in Western Balkans, SUEZ, December 2017**