

**TENDER SPECIFICATIONS**  
**ATTACHED TO THE INVITATION TO TENDER**

**Invitation to tender No MOVE/B3/2011/548-1 concerning**  
*Provision of support services in the field of inland waterway transport*

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## **I. SPECIFICATIONS**

### **I.1. Introduction**

In order to promote transport by inland waterway as an efficient, reliable and environmentally-friendly mode of transport, the Commission presented 2006 a comprehensive action programme NAIADES<sup>1</sup>. The programme is foreseen to run until (end) 2013. It includes a series of legislative, coordination and support measures in areas which are essential for the development of inland waterway transport like the improvement of market conditions, fleet, jobs and skills, technical matters, image & awareness and infrastructure including RIS. The programme has defined the Commission's policy on inland waterway transport in general.

The NAIADES programme is currently under revision. Various stakeholder meetings and consultations took place in this context (cf. [http://ec.europa.eu/transport/inland/events/index\\_en.htm](http://ec.europa.eu/transport/inland/events/index_en.htm)).

The support to Inland Waterway Transport policy at the level of the European Union has over the past years been provided mainly by the PLATINA project<sup>2</sup> co-financed by the 7<sup>th</sup> Research Framework Programme. Under this project, a range of European services have been developed and operated in a pilot configuration. For a number of these developments, the European Commission now wishes to pursue and further develop these pilot services in a more operational setting.

Furthermore, the European Commission is, at the time of launching the present invitation to tender, preparing a staff working document setting out the priorities for the development of new policy initiatives in support of Inland Waterway Transport. This staff working paper is foreseen to be issued in March 2012. It is expected that a number of new initiatives will be developed in the course of 2012, for which policy analysis support is required. A stakeholder consultation meeting<sup>3</sup> which took place on 11 January 2012 provides further orientation to this work.

The subject of the present invitation to tender is divided into four lots:

Lot (1) the establishment of a pilot network of logistics facilitators;

Lot (2) the provision and maintenance of RIS support tools;

Lot (3) RIS implementation survey and policy evaluation and

Lot (4) the provision of technical assistance for the preparation of new initiatives as regards the future development of the IWT sector.

The tenderers can submit a tender either for all of lot 1, lot 2, lot 3 and lot 4 or only for one or more of the lots. The tenderers shall indicate a price quote for each lot. The Commission reserves the right to attribute only certain lots amongst those for which a specific tenderer has tendered.

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<sup>1</sup> COM (2006)6

<sup>2</sup> <http://www.naiades.info/platina/page.php?id=1>

<sup>3</sup> [http://ec.europa.eu/transport/inland/events/2012-01-11\\_naiades-stakeholders\\_en.htm](http://ec.europa.eu/transport/inland/events/2012-01-11_naiades-stakeholders_en.htm)

## **I.2. Purpose of the contract**

The general purpose of the contract is to provide operational support as regards the provision and maintenance of relevant Inland Waterway Transport (IWT) information and corresponding tools as well as the provision of technical assistance in preparing new initiatives as regards the future development of the IWT sector.

In particular, the contractor for lot 1 shall set-up a European network of logistics facilitators for IWT, extending the capacity of the IWT promotion centres. The objective of this action is to generate new transport flows on the inland waterway sections of the TEN-T core network. The contractor shall provide through this network non-commercial logistic assistance for traffic generating entities (e.g. industries, logistic operators) not using inland waterways. He shall furthermore contribute to awareness-raising about the potential of inland waterway transport and organise two high level conferences on inland waterway transport. The detailed requirements for lot 1 are set out in Annex 7.

The contractor for lot 2 shall operate and further develop the European Hull Database, the European RIS Reference Data Management system developed under the PLATINA Research project and maintain the Inland ENC Register and the digital parts of the Inland ENC standard. The detailed requirements for lot 2 are set out in Annex 8.

The contractor for lot 3 shall conduct a RIS implementation survey and policy evaluation. The detailed requirements for lot 4 are set out in Annex 9.

The contractor for lot 4 shall further develop a harmonised education and training system for inland navigation initiated under the PLATINA research project, assess legislative options for reducing the emissions of existing and new inland waterway vessels and perform market observation for inland waterway transport. The detailed requirements for lot 4 are set out in Annex 10.

## **I.3. Reports and documents to produce - Timetable to observe**

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.

A **kick-off meeting** will take place in Brussels, at the latest 15 working days following the signature of the contract, in order to settle all the details of the study, report, etc... to be undertaken. Preparatory documents for the kick-off meeting, including a draft meeting agenda, study objectives, a draft (but detailed) outline of the content of deliverables including study reports is to be delivered to the Commission's services five working days before the kick-off meeting. These preparatory documents shall also include a description of the methodology including resources and timetable of the work to be carried out, where relevant including additional information that will be collected, data collection methodology and approach, data collection tools as well as lists of contacts to be surveyed or interviewed, interview guides and survey questionnaires. The documents will answer the basic questions: "Who? What?, How?, When?"

The kick-off meeting report will contain the minutes of discussions and agreements reached in the kick-off meeting. It will be accompanied by the updated preparatory documents mentioned above in accordance with the indications provided by the Commission during the kick-off meeting. The

inception report shall be made available to the Commission's services one week after the kick-off meeting.

Further specific requirements on timing of deliverables can be found in the annexes to this invitation to tender.

### ***1.3.1. Progress reports***

The first progress report shall be submitted to the Commission at the latest 6 (7 months for lot 1, 4 months for lot 3) months after the date of signature of the contract. A first progress meeting during which the contractor will present the interim findings will be held within 7 months (8 months for lot 1, 5 months for lot 3) of the start of the contract.

The second progress report showing progress of the work shall be submitted to the Commission at the latest 18 months (19 months for lot 1, 8 months for lot 3) after the date of signature of the contract. A second meeting will be held within 19 months (20 months for lot 1, 9 months for lot 3) following the date of the first progress meeting.

Supporting documents and draft progress report for the progress meetings according to the meeting agenda shall be prepared in cooperation with the Commission services. They shall be made available to the Commission's services one week before the meeting. The meeting reports will contain the minutes of discussions and agreements reached in the meeting. They shall be made available to the Commission's services one week after the meeting. The progress reports, updated in accordance with the indications provided by the Commission during the meeting shall be made available to the Commission's services one week after the meeting.

The Commission shall have sixty days from receipt to approve or reject the reports. Within 20 days of receiving the Commission's observations, the Contractor will submit additional information or a new report.

### ***1.3.2. Final report***

The contractor will submit a final report for each of lots 1, 2, 3 and 4 to the Commission at the latest respectively 26 months after the signature of the contract (12 months for lot 3). The final report shall include the following sections:

- Separate executive summary of around 10 pages containing a description of the most important findings, in easy-to-understand terms;
- Main report
- Annexes containing any factual or technical material or any detailed analysis

Within sixty days after the submission of this draft final report the Commission will provide the contractor with its comments on the final report and if necessary the date of a **final progress meeting** in Brussels will be agreed in order to discuss the Commission's observations. The meeting report shall be made available to the Commission's services one week after the meeting. It will contain the minutes of discussions and agreements reached in the meeting.

After this meeting, the Contractor shall have 20 days in which to submit additional information or a new final report.

For lot 2 in case of contract renewal(s) a final report will be required each time after ten months following the contract renewal and no progress reports are required.

### ***I.3.3. Report format and publication***

All the reports and other deliverables shall be submitted in English.

The Contractor must ensure that the reports under this contract are clear, concise, and operational. Each report must focus and clearly report on what is new, the status of any findings/ conclusions/ recommendations (e.g. whether they are tentative or more final), any problems encountered and how they will be surmounted, and the next steps and timetable.

Three copies of the reports shall be supplied in paper form and one copy in electronic form, either in MS Word or in HTML format.

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

Any results or rights, including copyright and other intellectual or industrial property rights, obtained in performance of the contract, shall be owned solely by the Union.

### **I.4. Duration of the tasks**

The duration of the tasks shall not exceed *30 months for lots 1, 2, 4 and 16 months for lot 3*. This period is calculated in calendar days.

For lot 2, the contract may be renewed two times, each time for a period of 12 months.

### **I.5. Place of performance**

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

### **I.6. Estimate of the amount of work involved**

*The total value of the contract has been estimated at 2 070 000 EUR, composed of 800 000 EUR for Lot 1, 380 000 EUR for lot 2 (for the first 30 months of the contract excluding renewal) and 220 000 EUR for lot 3 and 670 000 EUR for lot 4.*

*For lot 2, the contractors may estimate the value of the renewal(s) on the basis of the price for the first 30 months of the contract.*

## **II. TERMS OF CONTRACT**

In drawing up his offer, the tenderer should bear in mind the provisions of the draft contract attached to this invitation to tender (Annex 5). Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

### **II.1. Terms of payment**

Payments shall be made in accordance with the provisions specified in Annex 6, the draft service contract

### **II.2. Subcontracting**

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

Tenderers must ensure that Article II.20 of the contract (Annex 6) can be applied to subcontractors. Once the contract has been signed, Article II.6 of the above-mentioned contract shall govern the subcontracting.

### **II.3. Joint tenders**

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as partners. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

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 the lead partner, and mandate him as the lead contractor to sign the contract with the Commission in case of award.

If the contractor is a grouping or consortium of two or more persons, all such persons shall be jointly and severally liable to the Commission for the fulfilment of the terms and conditions of the contract. Such persons shall designate one of them to act as the 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 tasks amongst the members, shall not be altered without the prior written consent of the Commission which can be withheld at discretion.

### III. FORM AND CONTENT OF THE TENDER

#### III.1. General

Tenders must be written in **one of the official languages** of the European Union and submitted in **triplicate** (one clearly marked "original" and two copies) as well as a copy of the offer on a CD-Rom. The attention of the tenderers is drawn to the fact that the deliverables requested under the Contract will have to be submitted in English.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

The original signature of the single tenderer's or lead partner's authorised representative) (preferably in blue ink) on the administrative identification form (Annex 1) shall be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

#### III.2. Structure of the tender

All tenders must include three sections i.e. an administrative, a technical and a financial proposal.

##### *III.2.1. Section One: administrative proposal*

This section must provide the following information, set out in the standard identification forms attached to these tender specifications (Annexes 1, 2, 3, 4 and 5 as well other evidence required):

- Tenderers' identification (Annex 1)
  - All tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the **professional or trade registers** or provide a declaration or certificate.
  - If the tenderer is a natural person, he/she must provide a copy of the identity card/passport or driving licence and proof that he/she is covered by a social security scheme as a self-employed person.

*Each tenderer (including subcontractor(s) or any member of a consortium or grouping) must complete and sign the identification forms in Annex 1 and also provide above-mentioned documents. However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.*

- Financial identification (Annex 2)

The **bank identification form** must be filled in and signed by an authorised representative of the tenderer and his/her banker. A standard form is attached in Annex 2 and a specific form for each Member State is available at the following Internet address:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

In the case of a grouping, this form must only be provided by the person heading the project.

If the corresponding bank account of economic operators is already registered in the Commission's files they are not obliged to provide a new form on the condition that they



confirm that no change in the information already provided as occurred. In case of doubt, we recommend submitting a new form.

- Legal entities (Annex 3)

The legal entity form in Annex 3 must be filled in and should be accompanied by a number of supporting documents, available on the Web site:

[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)

In the case of a grouping, this form must be provided by all partners.

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Declaration of honour with respect to the Exclusion criteria and absence of conflict of interest (Annex 4)

An original should be filled and signed by (an) authorised representative(s) of all partners. Only sub-contractors with a part of the contract above 20% should sign the form.

- Power of attorney (Annex 5) – in case of a grouping only

An original should be filled and signed by (an) authorised representative(s) of each partner.

- All the supporting documentation for the purpose of checking the selection criteria (IV.2) should also be submitted under this section

The Commission reserves the right, however, to request clarification or additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

### ***III.2.2. Section Two: Technical proposal***

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The award criteria as set out in chapter IV.3 define those parts of the technical proposal to which the tenderers should pay particular attention as they will be the ground for the evaluation of the quality of the proposal.

The technical proposal should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must present in their bids a proposal on the methodology and the organisation of the work for the delivery of the requested services.

### ***III.2.3. Section Three: Financial proposal***

All tenders must contain a financial proposal. The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Prices must be fixed amounts
- **Estimated travel and daily subsistence allowance expenses must be indicated separately.** This estimate should be based on Articles I.3 and II.18 of the draft contract (Annex 6). This estimate will comprise all foreseen travel and will constitute the maximum amount of travel and daily subsistence allowance expenses to be paid for all tasks.
- **Prices must be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT;
- **Prices shall be fixed** and not subject to revision during the performance of the contract except for the lot 2 where the price revision is possible in case of contract renewal as specified in the draft service contract
- For each category of staff involved in the project, the tenderer must specify:
  - **the total labour costs;**
  - **the daily rates and total number of days** (man/days) each member of staff will contribute to the project;
  - other categories of costs, indicating the nature of the cost, the total amount, the unit price and the quantity.
  - For lot 2, the tenderers are required to indicate the price for first 30 months of the contract and the prices for the two contract renewals for the period of 12 months each. However, the tenderers will be evaluated on the basis of the global price which includes the two possible contract renewals.

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

## **IV. ASSESSMENT AND AWARD OF THE CONTRACT**

Participation in tendering procedures 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, under the conditions laid down in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of states which have ratified this Agreement, under the conditions provided for therein.

The procedure for the award of the contract, which will concern only admissible bids (see requirements in the invitation to tender, in particular, regarding the deadline for submission and the presentation of the offers and packaging), will be carried out in three successive stages.

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

The assessment will be based on each tenderer's bid. All the information will be assessed in the light of the criteria set out in these specifications.

### **IV.1. Exclusion criteria (exclusion of tenderers)**

#### ***IV.1.1. Exclusion criteria (Article 93 Financial Regulation<sup>4</sup>)***

1. To be eligible for participating in this contract award procedure, tenderers must not be in any of the following situations:
  - (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
  - (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
  - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are

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<sup>4</sup> Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ L 248 of 16.9.2002)

established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation<sup>5</sup> for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a contract procurement procedure or by the authorising officer as a condition of participation in a grant award procedure, for failing to supply this information or for having been declared to be in serious breach of their obligations under contracts or grants covered by the Union budget.

2. The cases referred to in point IV.1.1. e) above shall be the following:

- a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests established by the Council Act of 26 July 1995 (OJ/C 316 of 27.11.1995, p. 48);
- b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, established by the Council Act of 26 May 1997 (OJ/C 195 of 25.6.1997, p. 1);
- c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ/L 315 of 29.12.1998, p. 1);
- d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ/L 166 of 28.6.1991, p.77).

#### ***IV.1.2. Other cases of exclusion***

**1. In accordance with Article 94 Financial Regulation, contracts will not be awarded to tenderers who, during the procurement procedure:**

- a) **are subject to a conflict of interest;**

Tenderers must declare:

- that they do not have any 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 affinities, family or emotional ties, or any other relevant connection or shared interest;
- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that they have not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have 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 performance of the Contract.

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<sup>5</sup> Council Regulation (EC, Euratom) n° 1605/2002 of 25 June 2002 on the Financial regulation applicable to the general budget of the European Communities, OJ L 248 of 16 September 2002, p. 1, amended by Council Regulation (EC, Euratom) n° 1995/2006 of 13 December 2006, OJ L 390 of 30 December 2006, p.1.

The Commission reserves the right to check the above information.

- b) **are guilty of misrepresentation** in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.
  - c) find themselves in one of the **situations of exclusion**, referred to in paragraph IV.1.1. above for this procurement procedure.
2. As mentioned under section III.2.1., the tenderers must provide proof of **registration**, as prescribed in their country of establishment, on one of the professional or trade registers or provide a declaration or certificate.

#### ***IV.1.3. Evidence to be provided by the tenderers***

1. When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium or grouping) shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations mentioned above (cf. IV.1.1 and VI.1.2). For that purpose, they must complete and sign the form attached in Annex 4. Where the tenderer is a legal entity, they shall, whenever requested by the Commission, provide information on the ownership or on the management, control and power of representation of the legal entity.
2. The tenderer to whom the contract is to be awarded shall provide, within 15 calendar days after notification of the results of the procurement procedure and in any case before the signature of the contract, the following evidence, confirming the declaration referred to above:

The Commission shall accept, as satisfactory evidence that the tenderer is not in one of the situations described in point IV.1.1 (a), (b) or (e) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

The Commission accepts, as satisfactory evidence that the tenderer is not in the situation described in point IV.1.1 (d) above, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is 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.

3. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 1 and 2 above shall relate to legal and/or natural persons including, if applicable with regard to points b) and e), company directors or any person with powers of representation, decision-making or control in relation to the tenderer.
4. When the subcontracted part is above 20% of the contract value, the subcontractor(s) must also provide the above-mentioned declaration on honour. In case of doubt on this declaration on the honour, the contracting authority may also request the evidence referred to in paragraphs 2 and 3 above.
5. The Commission reserves the right to request any other document relating to the proposed tender for evaluation and verification purpose, within a delay determined in its request.

**Remark:**

The tenderers will be waived of the obligation to submit the documentary evidence above mentioned if such evidence has already been submitted for the purposes of another procurement procedure launched by the Directorates General in charge of Energy or Transport and provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

***IV.1.4. Administrative and financial penalties***

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been found guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or have failed to supply this information or have been declared to be in serious breach of their obligations under contracts covered by the Union budget may be subject to administrative or financial penalties, in accordance with Article 96 of the Financial Regulation and Articles 134b and 133a of the Implementing Rules.<sup>6</sup>

**IV.2. SELECTION CRITERIA (SELECTION OF TENDERERS)**

To be eligible, the tenderers must have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

***IV.2.1. Economic and financial capacity – Criteria and references required***

The tenderers must have the economic and financial capacity to perform the contract. In particular:

- the average annual turnover of the tenderers for the last 3 financial years for which the accounts have been closed must exceed at least the amount mentioned under Section I.6. for the lot concerned. In the case of a consortium or grouping, this criterion applies to all members of the consortium jointly. If the tenderer submits an offer for several lots the requirements are cumulative.

Evidence of this capacity shall be furnished on the basis of the following documents:

- for each partner, statements of overall turnover and turnover relating to the relevant services for the last 3 financial years for which accounts have been closed, where publication of this document is required under the company law of the country in which the economic operator is established. The figures to be taken into account must be clearly shown.

An economic operator may, where appropriate and for a particular contract, 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

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<sup>6</sup> Commission Regulation (EC, Euratom) n° 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities, OJ L 357 of 31 December 2002, p. 1, as amended.

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.

Under the same conditions, a consortium of economic operators may rely on the capacities of members of the consortium or of other entities.

#### ***IV.2.2. Technical and professional capacity – Criteria and references required***

The tenderers must have the technical and professional capacity to perform the contract. The tenderer and the proposed team shall have the required educational qualifications and technical knowledge of in the field of technical, financial and governance aspects of European projects, in particular in the inland waterway transport sector, and in technical and economical feasibility assessment. In particular:

- 70% of the staff members who will carry out the work on the project shall have at least three years of working experience acquired in the field of technical, financial and governance aspects of projects related to the inland waterway transport sector and in technical and economical feasibility assessment;
- 30% of the staff members who will carry out the work on the project shall have at least nine years of such experience;
- the tenderer has worked/is working successfully on at least one project with an overall budget of at least 150000 EUR in field related to this contract during the past three years; in the case of a consortium or grouping, this criterion applies to each member of the consortium individually;
- the tenderer has worked/is working successfully on at least five projects with an overall budget of at least 200000 EUR in field related to this contract during the past three years; in the case of a consortium or grouping, this criterion applies to all members of the consortium jointly.

Evidence of this capacity shall be furnished on the basis of the following documents:

- a statement of the average annual manpower of the tenderer in the last 3 years and the number of staff at senior and junior level, broken down by managerial level, data handling, surveying, research, economic, legal and statistical analyst staff;
- a list of the principal services provided by the tenderer as contractor in the past 3 years and relevant to this tender, together with the indication of the price of the service, the period of work and whether the service was rendered to public or private clients (name of client to be indicated). In the case of framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered;
- an overview list indicating for each team member proposed for carrying out the work the following information items:
  - name;
  - age;
  - educational background;

- number of years of experience acquired in the field of technical, financial and governance aspects of European projects related to the inland waterway transport sector;
  - number of years of experience acquired in the field of technical and economical feasibility assessment;
  - types of activities carried out in the context of inland waterway policy;
  - number of years of experience in transport policy in general.
- the detailed curriculum vitae of each staff member responsible for carrying out the work, including his or her educational background, degrees and diplomas, professional experience, research work, publications and linguistic skills.
- each expert not employed by the tenderer has to provide a declaration that he/she is willing to participate in the execution of the tasks defined in this contract in the team of the tenderer.

The CV's shall be presented, preferably, in accordance to the Commission Recommendation on a common European format for curricula vitae, published in OJ L79 of 22 March 2002, p. 66.

### IV.3. EVALUATION OF TENDERS – AWARD CRITERIA

The contract will be awarded according to the criteria given below, on the basis of the economically most advantageous tender.

Only bids that have reached a total score of a minimum of 70% and a minimum score of 60 % for each criterion will be taken into consideration for awarding the contract.

a) Technical evaluation criteria in their order of importance as weighted by percentage

N°	Award Criteria	Weighting
1	<b>Understanding of the tasks required in the specifications</b> Concise and convincing presentation of the understanding of the tasks, clear structure of the tender, coverage (e.g. geographical, stakeholders)	30
2	<b>Quality and adequacy of the methodology</b> Including: expected difficulties and challenges to be faced and method(s) to tackle them	40
3	<b>Project Management</b> - Work organisation, programme and timetable - Sound allocation of financial and human resources, including allocation of expertise; the level of implication of the management - Arrangements for ensuring that the objectives and deadlines are met	30
<b>Total number of points</b>		<b>100</b>



#### b) Total price

The contract will be awarded to the tender which offers the best ratio quality/price, calculated in accordance with the following formula:

Score for tender  $x$  =

$$\frac{\text{price of the lowest tender}}{\text{price of tender } x} \text{ multiplied by } 30 + \frac{\text{total score for award criteria of tender } x}{100} \text{ multiplied by } 70$$

For the lot 2 the total price has to include the price for the work during the first 30 months of the contract plus the price for the two contract renewals for the period of 12 months each. The tenderers will be evaluated on the basis of this global price, i.e. the ratio above will be calculated on the basis of this global price.

### IV.4. INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

Upon written request, the Commission will inform the rejected tenderers of the reasons for their rejection and the tenderers having submitted an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

### V. ANNEXES

1. Identification of the Tenderer
2. Financial Identification
3. Legal Entity Form
4. Declaration by the Tenderer (relating to the exclusion criteria and absence of conflict of interest)
5. Power of Attorney (mandate in case of joint tender)
6. Draft Contract
7. Detailed requirements for lot 1 of the invitation to tender
8. Detailed requirements for lot 2 of the invitation to tender
9. Detailed requirements for lot 3 of the invitation to tender
10. Detailed requirements for lot 4 of the invitation to tender

# ANNEX 1

## IDENTIFICATION OF THE TENDERER

(Each service provider, including subcontractor(s) or any member of a consortium or grouping, must complete and sign this identification form)

**Call for tender MOVE/B3/2011/548-1**

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>7</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: E-mail address:	

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<sup>7</sup> For natural persons

Legal Representatives	
<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>8</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>8</sup> This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

## **ANNEX 2**

### **Financial identification form**

(to be completed by the tenderer and his or her financial institution)

A specific form for each Member State is available at the following Internet address:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

In the case of a grouping, this form must only be provided by the person heading the project.

## **ANNEX 3**

### **Legal entity form**

Complete the legal entity form, which should be accompanied by a number of supporting documents, available on the Web site:

[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)

Please note that we can only accept either original documents or certified copies, which must be less than 6 months old.

## ANNEX 4

### **Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest**

Each service provider, including subcontractor(s) or any member of a consortium or grouping, must sign this declaration

The undersigned *[name of the signatory of this form, to be completed]*:

- ☐ in his/her own name *(if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator<sup>9</sup>)*  
or
- ☐ representing *(if the economic operator is a legal person)*

official name in full *(only for legal person)*:

official legal form *(only for legal person)*:

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled 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 carried out;

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<sup>9</sup> To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have 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 affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they 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) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

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.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

## ANNEX 5

### POWER OF ATTORNEY

**mandating one of the partners in a joint tender as lead partner and lead contractor** <sup>10</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:

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. 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.

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]**.

The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:

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

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

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

Place and date:

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

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<sup>10</sup> To be filled in and signed by each of the partners in a joint tender, except the lead partner;



**ANNEX 6**  
**DRAFT CONTRACT**



EUROPEAN COMMISSION  
DG **Mobility and Transport**  
Directorate European mobility network  
**Unit Ports and Inland navigation**

## SERVICE CONTRACT

CONTRACT NUMBER – **[complete]**

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Jean-Eric Paquet, Director in the Directorate-General for Mobility and Transport, Directorate European mobility network

of the one part,

and

**[official name in full]**

**[official legal form]** (Delete if contractor is a natural person or a body governed by public law.)

**[statutory registration number]** (Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent)

**[official address in full]**

**[VAT registration number]**

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by **[forename, surname and function,]**

[The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.]

of the other part,

## **HAVE AGREED**

the **Special Conditions** and the following Annexes:

**Annex I** – General Conditions for service contracts

**Annex III** – Tender Specifications (Invitation to Tender No MOVE/B3/2011-548-1 of *[insert date]*)

**Annex III** – Contractor's Tender (No *[complete]* of *[insert date]*)

**Annex IV** - Travel and Subsistence Expenses

which form an integral part of this contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the other Annexes.
- The terms set out in the Tender Specifications (Annex II) shall take precedence over those in the Tender (Annex III).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

- I.1.1.** The subject of the Contract is the provision of operational support as regards the provision and maintenance of relevant Inland Waterway Transport (IWT) information and corresponding tools as well as the provision of technical assistance in preparing new initiatives as regards the future development of the IWT sector.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex II).

### **ARTICLE I.2 - DURATION**

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Under no circumstances may implementation commence before the date on which the Contract enters into force.
- I.2.3.** The duration of the execution of the tasks shall not exceed [30 months for lots 1,2,4] [16 months for lot 3]. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

#### **[I.2.4. [clause for the LOT 2 only:] Contract renewal**

The Contract may be renewed up to 2 times, each time for a period of execution of tasks of 12 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.]

### **ARTICLE I.3 – CONTRACT PRICE**

- I.3.1.** The maximum total amount to be paid by the Commission under the Contract shall be EUR [amount in figures and in words] covering all tasks executed.  
[clause for the LOT 2 only:]  
[In case of first contract renewal the maximum additional amount to be paid by the Commission shall be EUR [amount in figures and in words] covering all additional tasks executed.  
In case of second contract renewal the maximum additional amount to be paid by the Commission shall be EUR [amount in figures and in words] covering all additional tasks executed.]

This price also covers any fees payable to the Contractor in relation to the vesting of rights in the Union and where applicable the transfer of rights to the Union and any use of the results by the Commission.

### I.3.2 Prices shall be expressed in EUR.

#### **[I.3.3 *[clause for the LOT 2 only:]* Price revision]**

The total amount referred to in the above paragraph shall be fixed and not subject to revision for the 30 months of performance of the Contract.

At the occasion of the first and/or second renewal of the Contract, the amount may be revised upwards or downwards, if such revision is requested by one of the contracting parties by registered letter no later than three months before the envisaged contract renewal.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{Ir}{Io}$$

where

Ar = revised total amount;

Ao = total amount in the original tender;

Io = index for the month [in which the validity of the tender expires] [corresponding to the final date for submission of tenders];

Ir = index for the month [corresponding to the date of receipt of the letter requesting a revision of prices] [in which the revised prices take effect]].

### **I.3.4. Reimbursement of expenses**

In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.18, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR [*amount in figures and in words*]. The daily subsistence allowance referred to in Article II.18.4(d) shall be determined in accordance with Annex IV.

## **ARTICLE I.4 – PAYMENTS**

### **I.4.1. First Interim payment**

The Contractor shall submit an admissible invoice indicating the reference number of the Contract for an interim payment of EUR [*amount in figures and in words*] equal to [*complete*] % of the total amount referred to in Article I.3.1.

Invoices for interim payment shall be admissible if accompanied by a progress report in accordance with the instructions laid down in Annex II and statements of reimbursable expenses in accordance with Article II.18.

The Commission shall have sixty days from receipt to approve or reject the progress report, and the Contractor shall have 20 days in which to submit additional information or a new progress report.

Provided the progress report has been approved, the Commission shall have thirty days from the date of receipt of the relevant invoice to pay an interim payment.

#### **I.4.2. Second Interim payment**

The Contractor shall submit an admissible invoice indicating the reference number of the Contract for an interim payment of EUR [amount in figures and in words] equal to [complete] % of the total amount referred to in Article I.3.1.

Invoices for interim payment shall be admissible if accompanied by a progress report in accordance with the instructions laid down in Annex II and statements of reimbursable expenses in accordance with Article II.18.

The Commission shall have sixty days from receipt to approve or reject the progress report, and the Contractor shall have 20 days in which to submit additional information or a new progress report.

Provided the progress report has been approved, the Commission shall have thirty days from the date of receipt of the relevant invoice to pay an interim payment.

#### **I.4.3 Payment of the balance**

Within sixty days of completion of the tasks referred to in Annex II, the Contractor shall submit an admissible invoice indicating the reference number of the Contract for payment of the balance.

The invoice shall be admissible if accompanied by the final progress report in accordance with the instructions laid down in Annex II and statements of reimbursable expenses in accordance with Article II.18.

The Commission shall have sixty days from receipt to approve or reject the final progress report, and the Contractor shall have 20 days in which to submit additional information or a new final progress report.

Provided the final progress report has been approved, the Commission shall have thirty days from the receipt of the relevant invoice to pay the balance.

**I.4.4** [clause for the LOT 2 only:] In case of contract renewal(s) there will be a payment of the balance at the end of each 12 month period in accordance with Article I.4.3. There will be no additional interim payments.

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[For Contractors established in Belgium, the provisions of the Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

#### **ARTICLE I.5 – BANK ACCOUNT**

Payments shall be made to the Contractor’s bank account denominated in euro, identified as follows:

Name of bank: [complete]  
Address of branch in full: [complete]  
Exact designation of account holder: [complete]  
Full account number including codes: [complete]  
[IBAN<sup>11</sup> code: [complete]]

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<sup>11</sup> BIC or SWIFT code for countries with no IBAN code.

## **ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract or to its implementation shall be made in writing in paper or electronic form and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below.

Electronic communication must be confirmed by paper communication when requested by any of the parties. The parties agree that paper communication can be replaced by electronic communication with electronic signature.

Communications shall be sent to the following addresses:

Commission:

European Commission  
Directorate-General for Mobility and Transport  
Directorate European mobility network  
Unit Ports and Inland navigation  
B-1049 Bruxelles

Contractor:

Mr/Mrs/Ms [complete]  
[Function]  
[Company name]  
[Official address in full]

## **ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- I.7.1.** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.
- I.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

## **ARTICLE I.8 – DATA PROTECTION**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Director of the Shared Resource Directorate MOVE/ENER acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

## **ARTICLE I.9 - USE OF THE RESULTS**

### **I.9.1 Modes of exploitation**

All studies/analysis/elaborations/thesis/materials/reports, dramatic, musical, architectural, cinematographic or other artistic work, performance, scientific work, broadcasts, designs, drawings, website layout or content, computations, documented data, software, database format and data, methods of creation, industrial design, discoveries produced within this Contract and for which the rights vest in the Union and thereby the Union has acquired the ownership in accordance with Article II.10 may be used in particular in the following way:

- i) distribution:
  - publishing in paper copies
  - publishing in electronic form as downloadable/non-downloadable file
  - making available on internet
  - broadcasting
  - public presentation or display
  - communication through a press information services,
  - inclusion in widely accessible databases or indexes
  - in any form and by any method existing at this date and in the future
  - giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents
- ii) storage:
  - in paper format
  - in electronic format
  - in original format (sculpture, maquette etc.)
- iii) archiving in line with the applicable document management rules
- iv) modifications made by the Commission or by a third party:
  - shortening
  - making a summary
  - modification of the content
  - technical changes to the content:
    - necessary correction of technical errors
    - adding new parts or functionalities
    - changing functionalities
    - providing third parties with additional information concerning the result (e.g. source code)
  - addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.,
  - preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
  - extracting a part or dividing into parts
  - use of a concept or preparation of a derivate work
  - digitisation or converting the format for storage or usage purposes
  - translate, subtitle, dub
- v) language versions:
  - all language versions
- vi) use for own purposes:
  - making available to the staff of the Commission



- making available to the persons and entities working for the Commission or cooperating with it, including: contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions
  - installing, uploading, processing
  - arranging, compiling, combining, retrieving
  - making a copy, reproducing
- vii) allow use of results by third parties:
- for commercial or non commercial purposes,
  - against payment, without payment or against fulfilment of other conditions
  - assignment in full or in part
  - giving a licence
  - for a particular period or unlimited in time

### **I.9.2 Pre-existing rights, intermediaries, creators' rights**

Where industrial and intellectual property rights, including rights of ownership and use of the Contractor and third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor shall establish a list which shall specify all pre-existing rights and disclose it to the Commission at the latest when delivering a final result.

All pre-existing rights to delivered results shall vest in the Union and thereby under the terms of the Contract be effectively transferred to the Union, as provided for in Article I.9.1.

The Contractor shall present relevant and exhaustive proofs of acquiring all necessary rights together with delivery of the final report at the latest. The latter should be fulfilled by presentation of the contractors' and all subcontractors' intermediating in the transfer of rights and creators' statements prepared in accordance with annexes A1

### **I.9.3 Persons depicted in photographs or films**

In case natural, recognisable person(s) are depicted in a photograph or film the Contractor shall submit a statement of these depicted persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

## **ARTICLE I.11 - CONTRACT CONCLUDED DURING STANDSTILL PERIOD**

In case this Contract was signed by both the Commission and the Contractor before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

This article is not applicable for contracts not covered by Directive 2004/18/EC and in cases indicated in Article 158a(2) of the rules for the implementation of the Financial Regulation (Regulation No 2342/2002).

## **[ARTICLE I.12 – OTHER SPECIAL CONDITIONS]**

## **SIGNATURES**

For the Contractor,  
[*Company name*/forename/surname/function]

For the Commission,  
Jean-Eric Paquet, Director

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

Done at Brussels, [date]

In duplicate in English.

## **II – GENERAL CONDITIONS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who executes the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
  - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of

the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

- II.1.9.** Should the Contractor fail to perform his obligations under the Contract, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.12.

## **ARTICLE II.2 – LIABILITY**

- II.2.1.** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2.** The Contractor shall be liable for any loss or damage sustained by the Commission in performance of the Contract, including in the event of subcontracting under Article II.6 but only up to three times the total amount of the Contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or by its employees, the Contractor shall remain liable without any limitation as to the amount of the damage or loss.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4.** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

## **ARTICLE II.3 - CONFLICT OF INTERESTS**

- II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor

shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

**II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.

**II.3.3.** The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the Contract,
- that he 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 performance of the Contract.

**II.3.4.** The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract.

#### **ARTICLE II.4 – CONFIDENTIALITY**

**II.4.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

**II.4.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

#### **ARTICLE II.5 – DATA PROTECTION**

**II.5.1** The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

**II.5.2** The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

**II.5.3** Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

**II.5.4** The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

**II.5.5** The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:

- aa) unauthorised reading, copying, alteration or removal of storage media;
- ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
- ac) unauthorised use of data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

## **ARTICLE II.6 – SUBCONTRACTING**

- II.6.1.** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.6.2.** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.6.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.20.

## **ARTICLE II.7 – AMENDMENTS**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties before fulfilment of all their contractual obligations. An oral agreement shall not be binding on the contracting parties.

## **ARTICLE II.8 – ASSIGNMENT**

- II.8.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.
- II.8.2.** In the absence of such authorisation, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

## **ARTICLE II.9 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION ABOUT THE CONTRACT**

- II.9.1.** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in the Contract, in particular the identity of the Contractor, the subject matter, the duration and the amount paid. Where personal data is concerned, Articles I.8 and II.5 shall apply.
- II.9.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to distribute or publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.9.3.** Any distribution or publication of information relating to the Contract or use of outcome of the implementation of the Contract and provided as such by the Contractor shall require prior written authorisation from the Commission and, if so requested, shall mention that it was produced within a contract with the Commission. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.9.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

## **ARTICLE II.10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

**II.10.1** A result shall be any outcome of the implementation of the Contract and provided as such by the Contractor.

A creator shall be any person who contributed to production of the result.

Pre-existing intellectual property rights, sometimes referred to as background technology, are any industrial and intellectual property rights which exist prior to the contract being entered into and include rights of ownership and use of the Contractor, the Commission and any third parties ("pre-existing rights").

It shall be a material term of the Contract and of the essence of the Contract that Contractors shall be under a duty to provide a list of pre-existing rights at the date of delivery of the final result the latest.

**II.10.2** The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the Contract, shall be irrevocably and fully vested to the Union, which may use them as described in the Contract. All the rights shall be vested on the Union from the moment the results were delivered and accepted by the Commission.

For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the Union.

The payment of the fee under Article I.3 is deemed to include all forms of use by the Union of the results as set out in Article I.9.

The above vesting of rights in the Union under this Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

**II.10.3** Any intermediary sub-result, raw data, intermediary analysis made available to the Commission by the Contractor cannot be used by the Union without written consent of the Contractor, unless the tender specification explicitly provides for it to be treated as self-contained result.

**II.10.4** The Contractor retains all right, title and interest in pre-existing rights not fully vested into the Union in line with Article I.9.2, and hereby grants the Union for the requested period a licence to use the pre-existing rights to the extent necessary to use the delivered results.

**II.10.5** The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Commission. This does not concern the moral rights of natural persons and rights referred to in Article II.10.4.

**II.10.6** The Contractor shall clearly point out all quotations of existing textual works made by the Contractor. The complete reference should include as appropriate: name of the author, title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify the origin easily.

**II.10.7** The Contractor shall clearly indicate all parts to which there are pre-existing rights and all parts of the result originating from external sources: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form).



For non-textual results or results provided in electronic form only, the description, instruction or information document shall list all parts coming from external sources: IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

**II.10.8** If the Commission so requires, the Contractor shall provide proof of ownership or rights to use all necessary rights to the materials referred to in Article II.10.7.

**II.10.9.** By delivering the results the Contractor confirms that the creators undertake not to oppose their names being recalled when the results are presented to the public and confirms that the results can be divulged.

The Contractor shall possess all relevant agreements of the creator and provide proof by way of documentary evidence.

**II.10.10.** By delivering the results the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that he possesses the relevant rights or powers to execute the transfer. He also warrants that he has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

**II.10.11.** The Contractor shall indemnify and hold the Union harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the Union 's use of the works and in relation to which the Contractor has granted the Union user rights.

## **ARTICLE II.11 – FORCE MAJEURE**

**II.11.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

**II.11.2.** Without prejudice to Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

**II.11.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

**II.11.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

## **ARTICLE II.12 – LIQUIDATED DAMAGES**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may

decide to impose liquidated damages per calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

$V$  is the amount specified in Article I.3.1;

$d$  is the duration specified in Article I.2.3 expressed in days

The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

## **ARTICLE II.13 – SUSPENSION OF THE CONTRACT**

Without prejudice to the Commission's right to terminate the Contract, where the Contract is subject to substantial error, irregularity or fraud the Commission may suspend execution of the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission shall as soon as possible give notice to the Contractor to resume the service suspended or inform that it is proceeding with contract termination. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

## **ARTICLE II.14 – TERMINATION BY THE COMMISSION**

**II.14.1.** The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his 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) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;

- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

**II.14.2.** In case of force majeure, notified in accordance with Article II.11, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

**II.14.3.** Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

#### **II.14.4. Consequences of termination**

In the event of the Commission terminating the Contract in accordance with this article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

### **ARTICLE II.14a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

### **ARTICLE II.4 – INVOICING AND PAYMENTS**

### **II.15.1. Pre-financing guarantee:**

Where required by Article I.4.1 or if the pre-financing is over €150.000, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

### **II.15.2. Interim payments and payment of the balance:**

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by which the invoice is submitted.

At the end of each of the periods indicated in Annex II the Contractor shall submit to the Commission a formal request for payment accompanied by the following documents which are provided for in the Special Conditions.

If providing a progress report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new progress report.

Approval of the progress report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations or information it contains.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new progress report shall likewise be subject to the above provisions.

### **II.15.3. Payment currency and costs:**

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

- costs of dispatch charged by the bank of the Commission are borne by the Commission,
- cost of receipt charged by the bank of the Contractor are borne by the Contractor,
- all costs of repeated transfer caused by one of the parties are borne by the party who caused repetition of the transfer.

## **ARTICLE II.16 – GENERAL PROVISIONS CONCERNING PAYMENTS**

**II.16.1.** Payments shall be deemed to have been made on the date on which the Commission's account is debited.

**II.16.2.** The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his invoice is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. The Commission may proceed with further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the invoice is admissible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

**II.16.3.** In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

## **ARTICLE II. 17 – TAXATION**

**II.17.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

**II.17.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

**II.17.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

**II.17.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

## **ARTICLE II.18 - REIMBURSEMENTS**

**II.18.1.** Where provided by the Special Conditions or by Annex II, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

**II.18.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

**II.18.3.** Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

**II.18.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

**II.18.5.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

**II.18.6.** Conversion between the euro and another currency shall be made using the daily euro exchange rate published in the C series of the *Official Journal of the European Union* of the day on which the expense was made.

**ARTICLE II.19 – RECOVERY**

**II.19.1.** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

**II.19.2.** In the event of failure to pay by the deadline specified in the debit note, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

**II.19.3.** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

**ARTICLE II.20 – CHECKS AND AUDITS**

**II.20.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.

- II.20.2.** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.20.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

## ANNEX [A1]

### **Statement of Contractor concerning right to delivered result**

I, [*insert name of the authorised representative of the Contractor*] representing [*insert name of the Contractor*], party to the Contract [*insert title and/or number of the contract*] warrants that the Contractor holds full right to the delivered [*insert title and/or description of result*] which is free of any claims, including claim of the creators who transferred all their rights and [were fully paid] [will be paid as agreed within [*complete*] weeks from [delivery of this statement.] [receipt of confirmation of acceptance of the work].

Date, place, signature



## Annex IV

### Daily allowances

#### Indemnités journalières pour les Etats membres de l'Union européenne

#### Daily allowances for the Member States of the European Union :

DESTINATION		Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
FR	EN	Daily allowance in EUR	Maximum hotel price in EUR
Allemagne	Germany	93	115
Autriche	Austria	95	130
Belgique	Belgium	92	140
Bulgarie	Bulgaria	58	169
Chypre	Cyprus	93	145
Danemark	Denmark	120	150
Espagne	Spain	87	125
Estonie	Estonia	71	110
Finlande	Finland	104	140
France	France	95	150
Grèce	Greece	82	140
Hongrie	Hungary	72	150
Irlande	Ireland	104	150
Italie	Italy	95	135
Lettonie	Latvia	66	145
Lituanie	Lithuania	68	115
Luxembourg	Luxembourg	92	145
Malte	Malta	90	115
Pays-Bas	Netherlands	93	170
Pologne	Poland	72	145
Portugal	Portugal	84	120
République	Czech Republic	75	155

tchèque			
Roumanie	Romania	52	170
Royaume-Uni	United Kingdom	101	175
Slovaquie	Slovakia	80	125
Slovénie	Slovenia	70	110
Suède	Sweden	97	160

**Indemnités journalières pour les Etats hors de l'Union européenne (en Euro)**

**Daily subsistence allowances for countries outside the European Union (in Euro)**

DESTINATION		Indemnité Journalière	Plafond Hôtel
FR	EN	Daily allowance €	Maximum hotel price €
Afghanistan	Afghanistan	50	75
Afrique du Sud	South Africa	50	145
Albanie	Albania	50	160
Algérie	Algeria	85	85
Andorre*	Andorra*	68,89	126,57
Angola	Angola	105	175
Anguilla	Anguilla	75	140
Antigua et Barbuda	Antigua and Barbuda	85	140
Antilles néerlandaises	Netherlands Antilles	90	185
Arabie Saoudite	Saudi Arabia	85	195
Argentine	Argentina	75	210
Arménie	Armenia	70	210
Aruba	Aruba	80	185
Australie	Australia	75	135
Azerbaïdjan	Azerbaijan	70	200
Bahamas	Bahamas	75	115
Bahreïn	Bahrain	80	195
Bangladesh	Bangladesh	50	140
Barbade	Barbados	75	140
Belarus	Belarus	90	135
Belize	Belize	50	135

Bénin	Benin	50	100
Bermudes	Bermuda	70	140
Bhoutan	Bhutan	50	130
Bolivie	Bolivia	50	100
Bonaire	Bonaire	90	185
Bosnie Herzégovine	Bosnia and Herzegovina	65	135
Botswana	Botswana	50	135
Brésil	Brazil	65	180
Brunei	Brunei	60	165
Burkina Faso	Burkina Faso	55	90
Burundi	Burundi	50	115
Caïmans, îles	Cayman Islands	60	135
Cambodge	Cambodia	50	115
Cameroun	Cameroon	55	105
Canada	Canada	65	165
Cap-Vert	Cape Verde	50	75
Centrafricaine, Rép	Central African Republic	60	80
Chili	Chile	70	175
Chine	China	55	155
Chypre	Cyprus	50	110
Cisjordanie et Bande de Gaza	West Bank and Gaza Strip	60	110
Colombie	Colombia	50	120
Comores	Comoros	50	85
Congo (Rép. Dém. du)	Congo, Dem. Rep.	105	140
Congo (Rép. du)	Congo	70	115
Cook, îles	Cook Islands	50	135
Corée (Nord), R.P.D.	D.P.R of Korea	50	180
Corée (Sud), Rép. de	Republic of Korea	100	200
Costa Rica	Costa Rica	50	140
Côte d'Ivoire	Côte d'Ivoire	60	130
Croatie	Croatia	60	120
Cuba	Cuba	75	150
Djibouti	Djibouti	65	170
Dominicaine, Rép.	Dominican Republic	60	170
Dominique	Dominica	75	140
Egypte	Egypt	65	140
El Salvador	El Salvador	55	125

Emirats arabes Unis	United Arab Emirates	70	195
Equateur	Ecuador	50	140
Erythrée	Eritrea	50	80
Estonie	Estonia	70	120
Etats-Unis d'Amérique (Autres)	USA (others)	80	200
Etats-Unis d'Amérique (New York)	USA (New York)	100	275
Ethiopie	Ethiopia	50	145
Fidji	Fiji	50	120
Gabon	Gabon	75	115
Gambie	Gambia	50	120
Géorgie	Georgia	80	215
Ghana	Ghana	70	140
Grenade	Grenada	75	140
Guadeloupe	Guadeloupe	65	115
Guam	Guam	60	135
Guatemala	Guatemala	50	125
Guinée équatoriale	Equatorial Guinea	60	85
Guinée, Rép. de	Guinea	50	135
Guinée-Bissau	Guinea-Bissau	50	90
Guyane	Guyana	50	160
Guyane Française	French Guiana	55	140
Haïti	Haiti	65	125
Honduras	Honduras	50	125
Hong Kong	Hong Kong	60	205
Inde	India	50	195
Indonésie	Indonesia	50	145
Indonésie - Timor oriental	Indonesia - East Timor	50	110
Iran, Rép islam	Iran	55	145
Iraq	Iraq	60	85
Islande	Iceland	85	160
Israël	Israel	105	210
Jamaïque	Jamaica	60	170
Japon	Japan	130	275
Jordanie	Jordan	60	135
Kazakhstan	Kazakhstan	70	175
Kenya	Kenya	60	165
Kirghizistan	Kyrgyzstan	75	180

Kiribati	Kiribati	60	145
Koweït	Kuwait	85	195
Laos	Lao, People's Dem. Rep.	50	145
Lesotho	Lesotho	50	100
Liban	Lebanon	70	190
Liberia	Liberia	85	150
Libye, Jamahiriya ar.	Libyan Arab Jamahiriya	50	175
Liechtenstein	Liechtenstein	80	95
Macao	Macao	55	95
Macédoine (ARY)	TFYR of Macedonia	50	160
Madagascar	Madagascar	50	105
Malaisie	Malaysia	50	200
Malawi	Malawi	50	165
Maldives	Maldives	50	135
Mali	Mali	60	95
Mariannes du Nord, îles	Northern Mariana Islands	70	135
Maroc	Morocco	75	130
Marshall, îles	Marshall Islands	50	135
Martinique	Martinique	70	110
Maurice, Rép.	Mauritius	60	140
Mauritanie	Mauritania	50	75
Mayotte	Mayotte	50	110
Mexique	Mexico	70	185
Micronésie	Micronesia	55	135
Moldova	Republic of Moldova	80	170
Monaco*	Monaco*	72,58	97,27
Mongolie	Mongolia	70	90
Montserrat	Montserrat	55	140
Mozambique	Mozambique	60	140
Myanmar	Myanmar	50	75
Namibie	Namibia	50	85
Nauru	Nauru	50	135
Népal	Nepal	50	135
Nicaragua	Nicaragua	50	135
Niger	Niger	50	75
Nigeria	Nigeria	50	185
Niue	Niue	50	135
Norvège	Norway	80	140
Nouvelle-Calédonie	New Caledonia	55	135

Nouvelle-Zélande	New Zealand	60	125
Oman	Oman	70	135
Ouganda	Uganda	55	180
Ouzbékistan	Uzbekistan	75	155
Pakistan	Pakistan	50	130
Palau	Palau, Republic of	50	135
Panama	Panama	50	160
Papouasie Nouvelle Guinée	Papua New Guinea	55	135
Paraguay	Paraguay	50	140
Pérou	Peru	75	135
Philippines	Philippines	60	150
Polynésie française	French Polynesia	60	135
Puerto Rico	Puerto Rico	65	140
Qatar	Qatar	65	135
Réunion	Reunion	60	90
Russie	Russian Federation	90	275
Rwanda	Rwanda	65	160
Saint Kitts et Nevis	Saint Kitts and Nevis	85	185
Sainte-Lucie	Saint Lucia	75	140
Saint Marin*	San Marino*	60,34	114,33
Saint-Vincent et les Grenadines	St. Vincent and the Grena.	75	190
Salomon, îles	Solomon Islands	50	120
Samoa	Samoa	50	135
Samoa Américaines	American Samoa	70	135
São Tome et Principe	Sao Tome & Principe	60	95
Sénégal	Senegal	65	135
Seychelles	Seychelles	85	140
Sierra Leone	Sierra Leone	55	135
Singapour	Singapore	75	150
Somalie	Somalia	50	125
Soudan	Sudan	55	215
Sri Lanka	Sri Lanka	50	105
St Marteen	St Marteen	90	185
Suisse	Switzerland	80	140
Suriname	Suriname	55	125
Swaziland	Swaziland	50	90
Syrie	Syrian Arab	80	145

	Republic		
Tadjikistan	Tajikistan	75	110
Taiwan, Prov de Chine	Taiwan	55	200
Tanzanie	Tanzania, United Rep. of	50	200
Tchad	Chad	65	145
Thaïlande	Thailand	60	145
Timor oriental	East Timor	50	110
Togo	Togo	60	95
Tokelau, îles	Tokelau Islands	50	135
Tonga	Tonga	50	105
Trinité et Tobago	Trinidad and Tobago	60	115
Tunisie	Tunisia	60	85
Turkménistan	Turkmenistan	80	150
Turks et Caicos, îles	Turks and Caicos Island	55	135
Turquie	Turkey	55	165
Tuvalu	Tuvalu	50	135
Ukraine	Ukraine	80	190
Uruguay	Uruguay	55	160
Vanuatu	Vanuatu	60	110
Vatican*	Vatican*	60,34	114,33
Venezuela	Venezuela	85	125
Vierges, îles (Etats-Unis)	Virgin Islands (USA)	55	140
Vierges, îles (Grande-Bretagne)	Virgin Islands (UK)	75	140
Viêt-Nam	Viet Nam	50	205
Wallis et Futuna îles	Wallis & Futuna Islands	50	135
Yémen	Republic of Yemen	60	165
Yugoslavie, Rép. Féd. (Serbie et Monténégro)	Yugoslavia	80	140
Zambie	Zambia	50	135
Zimbabwe	Zimbabwe	50	115
<b>Autres pays</b>	<b>Other country</b>	60	145

\* rattaché géographiquement aux pays correspondants :

geographically linked to the following countries:

- Andorre/Andorra : Espagne/Spain
- Monaco : France
- Saint Marin/San Marino : Italie/Italy
- Vatican : Italie/Italy

**Calcul**

Le calcul des **Indemnités journalières (I J)** se fait selon les règles suivantes:

Durée du déplacement:

- inférieure ou égale à 6 heures: frais réels (sur présentation des pièces justificatives).
- plus de 6 heures à 12 heures inclus: 0,5 I J.
- plus de 12 heures à 24 heures inclus: 1 I J.
- plus de 24 heures à 36 heures inclus: 1,5 I J.
- plus de 36 heures à 48 heures inclus: 2 I J.
- plus de 48 heures à 60 heures inclus: 2,5 I J, etc....

### **Calculation**

Daily subsistence allowances are to be calculated as follows:

Length of mission:

- six hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than six hours but not more than twelve hours: half the daily allowance;
- more than twelve hours, but not more than twenty-four hours: the daily allowance;
- more than twenty-four hours but not more than thirty-six hours: one and a half times the daily allowance;
- more than thirty-six hours but not more than forty-eight hours: twice the daily allowance;
- more than forty-eight hours but not more than sixty hours: two and a half times the daily allowance, and so on.



**Form to be used for reimbursement of travel and subsistence costs**

Contract N°					
<b>Name of the traveller :</b>					
Destination & Reason :					
Departure*	Date :		Distance Km: (return trip)		
Return*	Date :		Number of days:		
*: from/to the principal place of performance of the contract					
<b>Daily subsistence allowances</b> (please include original hotel bills)					
Length of the mission :			Days		
Allowance per full day :			€	<b>a</b>	
Rate of allowances due :			Number of days	<b>b</b>	
Total allowances due :			€	<b>c=a×b</b>	
<b>Transport costs</b>					
<i>Please include the original transport tickets (airplane tickets &amp; boarding cards, train tickets, ...), invoices paid to the travel agencies or airline companies, etc.</i>					
N°	Date	Currency	Amount	Exchange-rate (To be completed by the Commission)	Amount in € (To be completed by the Commission)
1					
2					
3					
4					
5					
Total transport costs :				<b>d</b>	
<b>Other costs</b>					
<i>Please specify and include the original invoices.</i>					
N°	Date	Currency	Amount	Exchange-rate	Amount in €
1					
2					
3					
4					
5					
Total other costs :				<b>e</b>	
<b>TOTAL:</b>				<b>= c +d+e</b>	

For journeys of less than 200 km (return trip) no subsistence allowance is payable

# ANNEX 7

## DETAILED REQUIREMENTS FOR LOT 1 OF THE INVITATION TO TENDER

### " Establishment of a pilot network of logistics facilitators "

#### A. 7.1 Background information

##### Context

The EU White Paper on transport policy calls upon inland waterways transport, where unused potential exists, to play an increasing role in particular in moving goods to the hinterland and in linking the European seas. This should be accomplished by establishing an appropriate framework to optimise the Internal Market for Inland waterway transport, and to remove barriers that prevent its increased use.

These policy objectives are to be seen against a background of a slowly declining share of transportation by Inland Waterway Transport which has been ongoing since more than fifteen years. Transporting more cargo on inland waterways would contribute to low carbon and congestion-free traffic growth.

After years of general promotion, the interest of shippers to use inland waterway transport is growing, but the knowledge and expertise on how to involve inland waterway transport in the supply chain is still lacking. Multi-modal waterway transport is more complex than uni-modal transport involving more players, transshipment and pre/post haulage, etc. The use of inland waterway transport often requires a review and an adaptation of the entire logistics process. The majority of shippers do not undertake such a step spontaneously, as the awareness and knowledge about impact and benefits for the organization and society is lacking.

##### General description of the action

The present action "Establishment of a pilot network of logistics facilitators" is a soft measure intending to test and evaluate the possibilities and opportunities of establishing a European pilot network of logistics facilitators which provide neutral advice to shipping companies (the potential customers of inland waterway transportation) in the early, non-commercial phase. This evaluation will feed into the implementation of the revised TEN-T guidelines and the Connecting Europe Facility instruments.

The general objective of the action is to contribute to the integration of inland waterway transport into a multimodal transport chain and in particular to increase sustainable transport, relieve congestion and multimodality and accompanying socioeconomic benefits on the multimodal corridors identified under the Connecting Europe Facility. The action should also lead to a better understanding of key barriers for multimodal waterway transport at administrative and operational level on EU corridors and provide input for priority policy and market actions. Identification of best practices should act as potential multiplier by lowering the thresholds for other operators to following these best practises. Finally, the detailed market knowledge and best practise should feed into logistic training enhancing a wider awareness and knowledge of the benefits of Inland Waterway Transport.

The outcome of the action shall be the set-up and launch of a limited network of logistics experts with outstanding knowledge of logistics markets, the characteristics of inland waterway transport and its integration into the door to door logistic chain. This network shall operate in close cooperation with the relevant Inland Waterway Transport (IWT) promotion centres and as such extend their outreach and capacity.

The main tasks of the experts shall be to identify, on the basis of their extensive knowledge of the market, a number of potential new captive flows for IWT and to prepare the ground for handling these flows by inland waterway transport in a multimodal context, without however becoming involved into the transport action.

## **A.7.2 Required tasks**

### **1. Set-up of a pilot European network of logistics facilitators for IWT**

- establish a steering group for the pilot network to support its set up, to establish targets for its outcomes and to monitor its operation;
- select logistics facilitators in accordance with open, transparent criteria. The logistics facilitators shall have a profound knowledge of the IWT sector, have a long standing experience with multimodal inland waterway transport, shall have a very good knowledge of the relevant transport markets and shall be aware of innovative practises in IWT. Furthermore, the logistics facilitators shall be neutral vis-à-vis the market players and shall not have conflicting interests between their role of facilitator and the market operations which are the subject of their facilitation;
- assemble relevant tools to support the logistics facilitators by relying on existing instruments and through cooperation with ongoing projects;
- set up a pilot network covering at least two main inland waterway corridors acting across borders;
- establish a platform for exchange, bundling of knowledge and mutual learning (incl. good practice and barriers) amongst the logistics facilitators on a continuous basis (digital platform) and via regular meetings;
- elaborate an evaluation of the functioning the network and formulate recommendations for its possible extension and improvement.

The pilot networks shall be fully functional at the latest 6 months after the project start

### **2. Provision of non-commercial assistance to new clients with traffic generation of new flows on the IWT part of the TEN-T core network**

- through the pilot European network of logistics facilitators, provide information, raise awareness and interest, increase knowledge of logistics decision makers on how to use IWT in multimodal supply chains
  - provide non-commercial assistance to shippers not yet using IWT transport, through analysis of their cargo flows leading to the elaboration of alternative solutions including waterway transport, associated with cost/benefit analysis.
  - Keep track, on a monthly basis and for the individual logistic facilitators, of the following result indicators:
    - a) number of shippers contacted
    - b) number of shippers with confirmed interest
    - c) volume of written IWT transport commitments expressed both in tonnes and in tonnes kilometres and indicating a target timing for implementation
- The logistics facilitators shall follow-up the implementation of the commitments.

### **3. Awareness raising and support activities**

- organise two IWT high level conferences: one within six months after the start of the contract and one at the end of 2014, to communicate about the action to the target audience of shippers and to provide information on EU policy with respect to IWT and multimodality
- organise, back to back with the high level conferences, a European matchmaking event facilitating a European B2B meeting place between shippers and waterway logistics providers. Collect information and report on the following issues
  - a) Number of participants and profiles
  - b) Number of meetings organized between shippers and waterway logistics providers
  - c) Volume of commitments expressed both in freight tonnes and in tonnes kilometres
  - d) Participant feedback
- identify best practices on inland waterway logistics and green innovation and take action to encourage their wider uptake, including towards logistic education institutes.

## **A.7.3 Indicative Budget estimation: 800 000 €**

## ANNEX 8

### DETAILED REQUIREMENTS FOR LOT 2 OF THE INVITATION TO TENDER"

#### " Provision and maintenance of Inland Waterway Transport (IWT) information and corresponding tools "

##### A.8.1 Detailed requirements for the Hull database

###### A. 8.1.1 Background information

###### **Context**

Past experience in the inland navigation sector has shown that the changing of identifiers of vessels creates a lot of problems for statistics, electronic databases and tracing the history of a vessel. Therefore, the introduction of a unique identifier for a vessel throughout the entire lifetime of a vessel is essential, especially considering the international character of inland navigation.

The unique European Vessel Identification Number (ENI) is a unique identifier of each craft. The ENI is issued only once and remains unchanged throughout the lifetime of the craft. The unique assignment of one ENI per vessel is a pre-requisite for the good functioning of inland navigation.

According to Directive 2006/87/EC on the technical requirements for inland waterway vessels, the Rhine Inspection Rules (RheinSchUO) and UN-ECE Resolution No. 61 on recommendations on harmonized Europe-wide technical requirements for inland navigation vessels, certain inland waterways vessels need a technical inspection before being allowed to sail on European inland waterways. Vessel certification authorities issue Community certificates after technical inspections. A subset of the data of Community certificates, the so-called minimum set of hull data, includes the Unique European Vessel Identification Number, the name, length, breadth of the vessel, whether it is single or double hull, etc.

According to Directive 2008/87/EC, the RheinSchUO and the Commission Regulation 164/2010 on the technical specifications for electronic ship reporting in inland navigation this minimum set of hull data has to be exchanged amongst vessel certification authorities and with RIS Authorities. Vessel certification authorities need this data for example in order to avoid assigning two European Vessel Identification Numbers for one vessel, whereas RIS Authorities need this data for several RIS applications such as keeping lock diaries and preparing lock statistics.

The European Hull Database facilitates this international data exchange. During the EU-funded project PLATINA (see [www.naiades.info/platina](http://www.naiades.info/platina) for details) the ongoing system implementation and pilot operation (for 2 years) of the European Hull Database has taken the followings steps:

- Step 1: (Technical) system implementation of the European Hull Database
- Step 2: Pilot operation of the European Hull Database
- Step 3: Preparation and conclusion of legal agreements to ensure data privacy and data protection

###### **Functional description of The European Hull Database**

For a summary of the functional description of the *European Hull Database*, reference is made to the PLATINA deliverable D2.2 of 16.1.2012 on the European Hull database.

###### **(Technical) system implementation of The European Hull Database**

Via Donau, the responsible partner for the PLATINA task awarded the system implementation and pilot operation of the EU Hull Database after a public procurement procedure to Ericsson Hungary. The system implementation of the European Hull Database was finalised on 19.3.2010 and the pilot operation started subsequently.

The European Hull Database is a J2EE-based application with Graphical User Interface (GUI) and Web Service interfaces, available on [https://hull.ris.eu/EUHULL\\_WEB](https://hull.ris.eu/EUHULL_WEB). The main systems and technologies are the following:

- The application runs on Java-based application server (JBoss 4.2.3 GA), with an updated web service core (jboss-ws-native 3.1.1 GA). It provides basic java application services, such as EJB 3.0 container, logging, timers, web service framework, security framework, transaction handling, persistence container, messaging service, caching, and reliable multicast service. JBoss works correctly only with Java 1.5.
- The main operating system is Debian Linux (version: Lenny), which runs inside a XEN virtualized environment. For a higher availability a failover cluster topology is used with JBoss clustering for scalability purposes.
- Pacemaker (version 1.0.9.1) with heartbeat protocol is responsible to monitor these services and provides service transfer in case of failures and can transfer services back after recovery.
- For interoperability the communication is based on HTTP and secured by SSL (HTTPS with Globalsign EV SSL certificate). Both SOAP 1.1 and SOAP 1.2 protocols are supported.
- For the Web Front-end ZK Framework (version 3.6.4) is used as one of the most advanced AJAX and Javascript based RIA (Rich Internet Application) framework.
- For data storage, MySQL Database (version 5.0.51) is used. MySQL is operated upon DRBD (Distributed Replicated Block Device), which imitates a distributed storage.
- Nagios Linux network management application (version 3.0.6) is used to monitor the EUHULL application services, such as the application server, database server, heartbeat, virtual servers, etc. Additionally Nagios is capable of receiving SNMP traps.
- The current servers have the following hardware configuration: Sun X4150 Server 2 Quad CPU, 8 GB, 4\*146 GB, RAID, 2xPSU.

The computing centre is operated by Interware Kft. (<http://www.interware-global.com>) and is located in Budapest.

#### ***Pilot operation of the European Hull Database during PLATINA***

The main objective of the pilot operation is to gradually allow vessel certification authorities and RIS authorities to exchange hull data. At the date of December 2011, 43 authorities from 9 different countries (NL, BE, F, PL, SK, AT, SK, RO, BG) participate in the pilot operation and 47 users are exchanging data by means of the web-frontend.

Until December 2011, Austria, Belgium, Slovakia, the Czech Republic and partly the Netherlands have completed the implementation of the webservice interfaces. Authorities from the Netherlands are working on the implementation of webservice interfaces and expecting to continue this in the first part of 2012. Bulgaria, Romania, France have started also, but will continue implementation work in 2012/2013.

#### ***Legal agreements with respect to data privacy and data protection***

Data protection legislation requires the definition of the use of data in case of transfer among the different authorities. After an intermediate step (exchange of letters between the operator and authorities issuing ENI), it was decided to prepare a service agreement for broader data exchange (including use for River Information Services and enforcement). This agreement entered into force on 1.5.2011. The service agreement also installed a Steering Committee representing the participating authorities. Technical support for the Steering Committee is provided by PLATINA. For further information on this issue, see PLATINA deliverable D2.2 of 16.1.2012 on the European Hull database)

#### **A. 8.1.2 Required tasks for the pilot operation of the Hull Database**

The main subject of the present invitation to tender as regards the Hull Database consists of the continuation by the contractor of the pilot operation of the Hull Database during the period covered by the contract. This comprises the technical hosting, the operation, the system development, the user support and the supervisory tasks of the Hull database as referred to in the PLATINA deliverable D2.2 of 16.1.2012 on the European Hull database. An indicative list of tasks to be executed is described below. Tenderers shall describe in their proposals how they intend to implement those tasks and ensure the continuity of the services provided in relation to the Hull Database.

#### Required user support and supervisory tasks:

1. Supervise activities of the technical operator;
2. Support certification authorities and RIS authorities in questions related to the pilot system, i.e. general questions on the functionality and the possible application in the national context, support in decisions on the usage of the pilot system, support in the introduction phase, etc. It can be assumed that 2 complex questions per week are to be clarified;
3. Support certification authorities and RIS authorities in the establishment of web-service interfaces from the national hull databases/RIS systems to the pilot system. It can be assumed that 2 authorities per year are expected to interconnect;
4. Monthly review of the data and defining and executing of additional mechanisms for enhancing the data quality;
5. Continue to support the Steering Committee, promote the Hull database to new EU countries, adopt measures to support the involvement of additional countries, prepare input documents for the Steering Committee decisions and organise at least 4 Steering Committee meetings per year and execute its decisions;
6. Maintain the Terms of Reference of the Steering Committee on request of the members of the Steering Committee.
7. Define, prioritise and specify the change requests for amending functionality of the pilot system and/or its interfaces to national authorities according to the procedures defined in the Terms of Reference and monitor their implementation;
8. Support the depository of the Service Agreement (Austrian Ministry of Transport, Innovation and Technology) in the preparation of amendments to the Service Agreement, so that additional countries could join. Investigate possibilities for non-EU countries, which are not considered as safe harbours in view of the EU data protection legislation, to join the data exchange with the pilot system. Tenderers are invited to make proposals on what functionality/legal setting would be required in order to involve non-EU countries such as Switzerland, Croatia, Serbia and Ukraine.
9. Develop and maintain a process description for the technical operation of the European Hull Database including data security measures;
10. Organise training to the end-users of the pilot system once a year;
11. Organise training to the administrators of the pilot system when required;
12. Disseminate information about the status of the European Hull Database during 6 meetings of relevant expert groups, working parties of international organizations, established in agreement with the Commission. Bidders are invited to make proposals on which groups to inform.

#### Required tasks for the technical operation of the European Hull Database

The required tasks for the technical operation of the European Hull Database are outlined briefly below. For further details on the requirements of the technical operation, reference is made to the non-functional requirements (see Annex 1 for details) and to the PLATINA deliverable D2.2 of 16.1.2012 on the European Hull database.

1. Install/take over the European Hull Database with its existing functionalities and technical characteristics from the current provider;
2. Host the system in such a way as to assure 24/7 operation and keep the systems software up to date. The bidder shall describe how this availability is organised. Establishment and operation of secure application and data back-up environment. All relevant licences need to be included in the offer.
3. Install and operate a production and a TEST environment
4. Monitor the system's operation and reaction to system events (e.g. SNMP traps e.g. disk over quota).
5. Providing 1st and 2nd level (telephone and email) support during office hours and answer questions such as those related to user accounts and general questions of the usage of the European Hull Database. Registration and monitoring of help desk calls and e-mails. Perform application configuration tasks (e.g. user account management).
6. Analyse, develop, implement and test the change requests for amending functionality of the pilot system and/or its interfaces to national authorities according to defined procedures (30 person days shall be reserved for change requests, excluding the time required for the technical operator to "learn" the system)
7. Keep the Hull database and its documentation up to date.

#### **A. 8.1.3 Required tasks for taking over the system**

- At the start of the project, a full set of documentation of the pilot system (all technical documents during the system implementation and pilot operation phase including functional and non-functional requirements, web-service interface specification, security plan, Terms of References of the Steering

Committee, Meeting Minutes, user manual for end-users and administrators, training documentation, etc.) will be handed over together with the application source code and installation scripts and guide.

- The successful bidder shall take over the existing operational system (including all data) at the date specified by the Commission and assure its seamless operation with a maximum downtime of 5 calendar days.
- A security tests verifying measures against attacks such as SQL injections, cross-site scripting, viruses and Trojan horses shall be done right after the transfer and within the above mentioned downtime.

#### **A. 8.1.4 Provisions of ownership and liability**

- The service agreement currently in force (cf. PLATINA deliverable D2.2 of 16.1.2012 on the European Hull database) will be updated to take account of the changed situation after the end of the PLATINA project. The provisions of the service agreement and the Terms of Reference of the Steering Committee shall be observed strictly by the contractor.
- The ownership of the system resides with the Union.
- At the end of the project, the Commission shall retain full ownership rights of the system and the data it contains, including of any modifications which have been made by the contractor.
- The European Commission cannot be held liable for any use that is made of the system or of the data it contains.

#### **A.8.1.5 Required tasks for the transition of the system at the end of the contract to the new operator**

- Before the end of this project, the European Commission will decide on the continuation of the operation. The Contractor shall take the necessary measures so that a ready-to-deploy system (including all documentation and software licences) is made available to the European Commission or to a third party designated by the European Commission. Before the end of the contract, the contractor shall carry out the handover of the system to the new operator in such a way as to allow for seamless business continuity. In the framework of the hand-over, a downtime of the system of up to five calendar days can be accepted. In order to prepare for a seamless handover, a migration plan shall be delivered not later than 6 months before the end of this project.
- Wrapping up of software and databases, update of installation guide, installation scripts and technical guidance documents so as to ensure a handover without significant<sup>12</sup> technical problems
- Assistance during hand-over (3 person-days)

#### **A. 8.1.6 Indicative Budget estimation: 160 000€**

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<sup>12</sup> Problems which require expert intervention of more than two hours



## **A.8.2 Detailed requirements for the Maintenance of Inland ENC (Electronic Navigational Charts) Register and the digital parts of the Inland ENC (IENC) standard**

### **A.8.2.1 Background information**

The Inland ECDIS standard is based on the standards of the International Hydrographic Organization (IHO) for maritime Electronic Chart Display and Information Systems (ECDIS). Compatibility with the maritime standards is important because maritime vessels are using the lower parts of the bigger inland waterways together with inland vessels. The objects (e.g. signs for indicating turning basins), attributes (e.g. reference water levels of rivers) and attribute values which are specific for inland waterways have therefore been registered in an Inland ENC domain (previously called Inland ENC Register), which has been set up by the Inland ENC Harmonization Group (IEHG) within the S-100 geospatial information registry of IHO. The S-100 geospatial information registry is a database operated by IHO. The content of the registry has to be maintained in accordance with the Operational Procedures for the Organization and Management of the S-100 Geospatial Information Registry of IHO by data managers. Those data managers have to participate in the Domain Control Body and the Executive Control Body of S-100. The data manager should be certified by the IEHG.

The Inland ECDIS standard is a standard for electronic data exchange which ensures that Inland ENCs are provided in a standardized format that can be read by all Inland ECDIS applications. Chart production software uses a digital Feature Catalogue and Inland ECDIS applications use a symbol library and lookup tables for the display of the Inland ENCs. A test chart which contains all the objects of the standard has to be maintained for the testing and certification of Inland ECDIS equipment. The maintenance of these digital parts requires detailed knowledge of the Inland ECDIS standard and specific software tools.

The maintenance of the Inland ENC domain within the S-100 registry of IHO and the maintenance of the digital parts of the Inland ECDIS standard are preconditions for the implementation of Inland ECDIS. Those tasks have been supported within PLATINA, the purpose of this lot is to continue these tasks after the end of the Platina project for the duration of the contract.

#### **A.8.2.1 Required tasks:**

1. Maintenance of the IENC Register in the IHO Registry by the IENC Register Manager (12 days for the duration of the contract)
  2. Participation at the annual IEHG meetings as IENC Register Manager (6 days for the duration of the contract).
  3. Assistance by the IENC Register Manager to the moderation of the discussion forum for IENC change requests (8 days for the duration of the contract).
  4. Production and maintenance of the lookup tables for IENC 2.3 (6 days for the duration of the contract).
  5. Production and maintenance of the symbol files for IENC 2.3 (6 days for the duration of the contract).
  6. Production and maintenance of an example IENC exchange set containing an IENC 2.3 and referenced files (10 days for the duration of the contract).
  7. Production and maintenance of an IENC legend (chart 1 in IHO terminology) for IENC 2.3 including a viewer by the IENC Register Manager (20 days for the duration of the contract)
  8. Host the server, operate and maintain the website of the Inland ENC Harmonization Group (IEHG), i.e. <http://ienc.openecdis.org/>) on the basis of the non-functional requirements (see Annex 2) (10 days for the duration of the contract).
- Remark: The Inland ENC register is technically operated by IHO, the management of the content needs however to be done by accredited staff (according to the procedures of IHO and the Inland ECDIS Harmonisation Group) to be provided by the successful bidder Accreditation procedures are defined in the S99 standards Inland ENC harmonisation group is responsible for the nomination of the IENC Register Manager in accordance with S99 standard and its terms of reference (see [http://ienc.openecdis.org/files/ToR\\_for\\_IEHG\\_2011.pdf](http://ienc.openecdis.org/files/ToR_for_IEHG_2011.pdf)).

#### **A.8.2.2 Indicative Budget estimation: 90 000€**

## A.8.3 Detailed requirements for European RIS data management system

### A.8.3.1. Background information

#### Context

The use of common reference data, such as the RIS index, Location codes, ADN data, vessel types, NTS code lists and container types is key to interoperability of RIS systems across Europe. Because some of these data are changing frequently, a central point of maintenance and publication is important for the efficient exchange and interoperable use of this common reference data.

The EU Reference Data Management Service (ERDMS) has been developed during the EU-funded PLATINA project and is operated on a pilot scale. It consists of a central database, a user interface, data maintenance tools and procedures and web service applications for maintaining, uploading and retrieving RIS reference data. It is used on a pilot scale by various national RIS-systems in inland shipping across Europe.

The ERDMS is intended to serve as focal point and as reference to the national administrations. In the process of developing the ERDMS, national administrations can connect to the ERDMS, input and retrieve reference data.

As yet the ERDMS is being used by four Member States. In the future, more countries are expected to make use of the ERDMS (input/retrieving data).

#### Legal basis

The Directive 2005/44/EC requires Member States to supply to RIS users all relevant data concerning navigation and voyage planning on inland waterways in a harmonised way. The ERDMS is a technical tool to assist the Member States with the provision and use of such harmonised data.

#### Database content

The codes maintained by the RIS Data Management Service are:

- **RIS index:** describing several RIS objects on waterways (such as junctions, locks, bridges, berths, gauges etc).
- **ADN codes:** specified in accordance with Directive 2008/68/EC
- **HS codes:** Harmonised System codes from the Customs organisation (non-dangerous goods).
- **ERI Locations:** (also known as SRS codes) as used in ERI, electronic reporting using the ERINOT 1.2 message. At the moment these codes have an overlap with the RIS index, but this ERI location set also includes all the international locations outside of Europe.
- **Container Types:** to identify the type of container (ISO 6364).
- **Country codes:** the several countrycodes for all the countries (ISO 3166).
- **Inner Package type:** (UN Rec 21).
- **Shiptype:** to describe the type of transport (UN Rec 28).
- **Notices to Skippers codes** (27 types, only publication).

The RIS index consists of national codes which are maintained under the responsibility of the national authorities. The other codes are international codes which are centrally maintained by the ERDMS Data Manager. Currently, possible additional objects for the RIS index to be included into the RIS index are being discussed. The other international codes are regularly being discussed in international fora.

#### ▪ Pilot operation of the ERDMS during PLATINA

During PLATINA, the pilot operation started on in the second part of 2011 and will end at the end of the PLATINA project. The main objective of this phase is to develop and provide the pilot service to “early” international users and to gradually interconnect with additional authorities.

The set up of national systems connecting to the ERDMS is supported from resources outside the PLATINA project, whereas their interconnection with the ERDMS is supported by PLATINA.

There are 2 versions of the RDMS application available:

1. Production version: the version with the up to date reference data

2. **TEST version:** the version used for developing new client interconnections, for testing changes to the system and for demo's. Connection by the national authorities to the Production version (for the RIS index) is only allowed after accomplishing a set of tests on the TEST version.

The international codes referred to above have been introduced by the RDMS Data Manager in the operational version of the RDBMS. As regards the RIS index, a preliminary version has been introduced by the ERDMS Data Manager in the RDBMS production version on the basis of data obtained from the national authorities and is being verified in the framework of the PLATINA project. End December 2011, around 30 users are configured in the system and the following connections have been established:

- Netherlands – connection between the national ERDMS and the national system via webservice is implemented and tested. Decentralised management of the RIS index in the ERDMS via the webservices started in January 2011.
- Slovakia has connected to the Production EU ERDMS. Decentralised management of the RIS index in the ERDMS via the webservices started in January 2011.
- Austria and Hungary make use of the GUI interface for connecting to the ERDMS. Both Member States started in January 2011 decentralised management of the RIS index in the ERDMS via the uploading functionality through an Excel datasheet.

Member States connected to the ERDMS and uploading their national RIS Index data remain owner of the data and remain responsible for keeping these data up-to-date.

All ERDMS data are publicly available data belonging to the public domain.

The European Commission cannot be held liable for any use that is made of the system or from this data it contains.

At the end of the project, the Commission shall retain full ownership rights of the system and the data it contains, including of any modifications which have been made by the contractor.

#### **A.8.3.2. Required tasks in order to continue the pilot operation for the duration of the contract**

The subject of the present invitation to tender includes the continuation by the contractor of the ERDMS pilot operation started under the PLATINA project. The technical hosting, operation and system development and the data management, user support and supervisory tasks of the ERDMS shall be continued, an indicative list of required tasks is described below. Bidders shall make proposals on how to implement those tasks and ensure the continuity of the ERDMS.

##### **The technical hosting, operation and system development**

The required tasks for the technical operation of the ERDMS are outlined briefly. For further details on the requirements of the technical operation, reference is made to the non-functional requirements (see Annex 1 for details).

1. **Install/take over the ERDMS** with its existing functionalities and technical characteristics from the current provider;
2. **Provision and operation of hardware and software:** provision, configuration and operation/hosting of the hardware and software tools required to operate and further develop the ERDMS, including internet accessibility and network connectivity in such a way as to ensure operation at least during working days (24/7). Monitor the system's operation and reaction to system events. Establishment and operation of secure application and data back-up environment. All relevant licences need to be included in the offer.
3. **User support:** Provide 1st and 2nd level (telephone and email) support during office hours and answer questions such as those related to user accounts and general questions on the usage of the ERDMS. Registration and monitoring of help desk calls and e-mails. Connection and development support for webservice connections for new international partners. Perform application configuration tasks (e.g. user account management).
4. **Application management:** Installation, management, configuration and operation of the ERDMS application- and database server + client with its existing functionalities and technical characteristics, management of the database.
5. **Application maintenance:** managing and implementation of change requests (over the last 6 six month, 3 change requests have been issued) , issuing of new releases (approximately 2 releases per year), keeping documentation up to date (budget for application maintenance: 20 working days)
6. Keep the ERDMS and its documentation up to date.

## Data management

The successful bidder shall assume the role of EU Datamanager: operational (Technical) database management and assistance to international partners, handling of data mutation requests and data validation.

- **ADN (dangerous) goods:** maintenance of ADN, including delivering on updates (once every 2 year). Data are delivered by external source
- **ERI locations:** Maintenance ERI locations, input UN locode updates (1x per year) + updates from RIS Index (1x per month)
- **HS codes:** Maintenance HS codes, input WCO updates (1x per year)
- **Countrycodes:** Maintenance countrycodes on the basis of ISO3166 updates (1x per year)
- **Containertypes:** Maintenance and input updates types of containers
- **Packtypes:** Maintenance and input updates types of packaging
- **Shiptypes:** Maintenance and input updates of types of ships
- **NtS codelist (~27 pieces):** Maintenance and input updates NtS (1x per yearj)

## User support and supervisory tasks

1. Supervise activities of the technical operator
2. Support authorities in questions related to the pilot system, i.e. general questions on the functionality and the possible application in the national environment, support in decisions on the usage of the pilot system, support in the introduction phase, etc.
3. Support authorities in the establishment of web-service interfaces from national RIS systems to the pilot system. Until the end of 2014, it is expected that five further Member States connect to the ERDMS.
4. Establish and run an ERDMS user group and coordinate with relevant expert groups (e.g. RIS Expert groups). Adopt measures to support the involvement of additional countries, prepare input documents for the user group decisions, organise regular meetings and execute its decisions.
5. Define, prioritise and specify the change requests for amending functionality of the pilot system and/or its interfaces to national authorities according to the defined procedures.
6. Keep the maintenance requirements and procedures up to date in close concertation with the user group.
7. Organise training to the end-users of the pilot system once a year.
8. Disseminate information about the status of the ERDMS during 6 events.

## Required tasks handing taking over the system

- At the start of the project, a full set of documentation of the pilot system will be handed over together with the application source code and installation scripts and guide.
- The contractor shall take over the existing operational system (including all data) at the date specified by the Commission and assure its seamless operation with a maximum downtime of 5 calendar days.
- Security tests verifying measures against attacks such as SQL injections, cross-site scripting, viruses and Trojan horses shall be done right after the transfer and within the above mentioned downtime.

## Provisions of ownership and liability

- Member States connected to the ERDMS remain owner of the RIS index data and remain responsible for keeping these data up-to-date.
- The ownership of the system resides with the Union.
- The contractor shall, in accordance with the applicable acts of the European Union, take the necessary measures to ensure data protection and confidentiality of commercial and other confidential data which may be contained in the system. The European Commission cannot be held liable for any use that is made of the system or of the data it contains.

## Transition at the end of the contract

- Before the end of this project, the European Commission will decide on the continuation of the operation. The Contractor shall take the necessary measures so that a ready-to-deploy system (including all documentation and software licences) is made available to the European Commission or to a third party designated by the European Commission. Before the end of the contract, the contractor shall carry out the handover of the system to the new operator in such a way as to allow for seamless business continuity. In the framework of the hand-over, a downtime of the system of up to five calendar days can be accepted. In order to prepare for a seamless handover, a migration plan shall be delivered not later than 6 months before the end of this project.

- Wrapping up of software and databases, update of installation guide, installation scripts and technical guidance documents so as to ensure a handover without significant<sup>13</sup> technical problems
- Assistance during hand-over (3 person-days)

#### **A.8.3.3. Existing documentation**

Existing technical and user documentation can be found on <http://www.ris.eu/services>.

#### **A.8.3.4. Indicative Budget estimation: 130 000€**

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<sup>13</sup> Problems which require expert intervention of more than two hours

## Appendix 1 to Annex 8: Non-functional requirements

In the following, the main non-functional requirements are documented. These will have to be observed by The European Hull Database and the European Reference Data Management System.

### Availability

Unplanned non-availability for services for users	
Description	<p>During the operational period, the unplanned non-availability of the System will be less than 4 office hours per week and less than 12 office hours per month and less than 48 office hours per year.</p> <p>Office hours are defined as the hours between 08:30 and 17:30 on Mondays to Fridays, including national holidays and excluding international holidays.</p>

Planned non-availability	
Description	<p>The system may be unavailable due to (periodic) maintenance work, backup activities, warranty repairs or implementation of change requests. Unavailability of the system will be planned as much as possible outside the office hours.</p> <p>System services disruption will be limited as much as possible by combining repairs with other activities.</p> <p>All planned non-availability during the operational period will be communicated to the European Commission for approval.</p>

Corrective maintenance	
Description	<p>Support is responsive for the corrective maintenance of the hardware (including the network connections) and software, and/or the provision of a workaround within the defined time spans for reaction and time for corrective maintenance.</p> <p>The time span for reaction is the time between the detection of the failure, in particular the entry in the Trouble Ticketing Tool by the 1st level support, and the call back for clarifications and/or first proposals for the failure correction.</p> <p>The time span for corrective maintenance is the time from the detection of the failure to the failure correction and/or to the provision of a workaround.</p> <p>Three failure classes are defined:</p> <p><b>Class I - Critical errors</b></p> <p>The appropriate use of a part of the System or of the entire System is not possible or unreasonably restricted. The error has a serious impact on business operations or security. These are mainly errors which exclude a</p>

Corrective maintenance	
	<p>further processing.</p> <p><b>Class II - Major errors</b></p> <p>The appropriate use of a part of the System or of the entire System is severely restricted. The error has a significant influence on business operations or security, but further work is possible.</p> <p><b>Class III - Minor errors</b></p> <p>The appropriate use of a part of the System or of the entire System is slightly restricted. The error has negligible effect on the business operations or security and allows further processing.</p>

Corrective maintenance of hardware including network connections	
Description	<p>Time for reaction and time for corrective maintenance in case of the predefined failure classes:</p> <p><b>Class I</b></p> <p>Time span for reaction: less than 1 hour</p> <p>Time span for corrective maintenance: less than 4 hours</p> <p><b>Class II</b></p> <p>Time span for reaction: less than 2 hours</p> <p>Time span for corrective maintenance: less than 6 hours</p> <p><b>Class III</b></p> <p>Time span for reaction: less than 6 hours</p> <p>Time span for corrective maintenance: less than 48 hours</p> <p>The time spans apply between 08:30 and 17:30 on Mondays to Fridays, including national holidays and excluding international holidays.</p>

Corrective maintenance of software	
Description	<p>Time for reaction and time for corrective maintenance in case of the predefined failure classes:</p> <p><b>Class I</b></p> <p>Time span for reaction: less than 1 hour</p> <p>Time span for corrective maintenance: less than 1 day</p> <p><b>Class II</b></p> <p>Time span for reaction: less than 4 hours</p>

Corrective maintenance of software	
	<p>Time span for corrective maintenance: less than 2 days</p> <p><b>Class III</b></p> <p>Time span for reaction: less than 8 hours</p> <p>Time span for corrective maintenance: less than 3 days</p> <p>The time spans apply between 08:30 and 17:30 on Mondays to Fridays, including national holidays and excluding international holidays.</p>

## Evolvability

Support different versions of data and messages	
Description	<p>System is built in such way, that it can support different data and messages. Backward compatibility of the data definitions interface should be supported by the System for up to 3 different versions. In the case of a change in the data definition, the system can process the old and eventual new versions concurrently for a defined time span. After a defined transition time, the system will accept only the new version.</p>

## Interoperability

Coexist and cooperate with other systems	
Description	<p>System is built in such way, that it can exchange information and use the information that has been exchanged. System can coexist and cooperate with other systems of competent authorities, including systems of related national systems.</p> <p>System is accessible for systems of users, after they have been authenticated and authorized.</p>

## Recoverability (reparability)

Provide expected performance after failures	
Description	<p>System is able to provide expected performance (speed, accuracy, consistency and predictability) after failures have been experienced.</p> <p>System allows the correction of its defects or loss of data with a limited amount of work, by creating a fall-back system and making backups on the fly.</p>

## Scalability

Loosely coupled software components	
Description	<p>System is developed in such way, that the software components are loosely coupled, so they can be isolated and that it is possible to deploy them on</p>



Loosely coupled software components	
	different application servers, running eventually on different hosts.

Additional hardware increases the throughput	
Description	System is built in such way, that it can increase total throughput under an increased load when resources (typically hardware) are added.

## Verifiability

Data only from reliable sources	
Description	<p>System is built in such way, that the data and the services can be verified easily.</p> <p>System always checks the correctness and the source of the data, and makes sure that it has been created by reliable, authorized sources.</p>

Log every action	
Description	System implements journaling and logging mechanism in line with different privacy laws relevant for the system. All actions of modifying and requesting data will be logged for a specific time, with defined minimal information about the user and the action which has been executed.

## Performance

Compression algorithms	
Description	System uses compression algorithms (if possible) to be sure the exchange of message will be optimized.

Smart queries	
Description	System's database transactions are optimized using smart queries.

Synchronisation at low load	
Description	Synchronisation of database is done at those moments when there are minimal amounts of requests.

Simultaneous access	
Description	The System provides simultaneous access at any given time to the database services to at least 45 users and 1 Administrator.

Database capacity	
Description	<p>The System provides enough capacity to contain required information:</p> <ul style="list-style-type: none"> <li>▪ For the European Hull Database: at least 40000 vessels in the Certification database and 100000 vessels in the RIS database.</li> <li>▪ For the RIS Data Reference Management System: at least 10 Mil. objects of the RIS Index and 10 Mil. objects of the ERI-related reference data</li> </ul>

Response time	
Description	<p>For the European Hull Database:</p> <p>The System responds to a request for all data of a single ship, addressed by its ENI, in less than 4 seconds even when 15 other RIS-users are actively searching the System for hull data.</p> <p>The System responds in case of search for multiple vessels is not more than 8 seconds even when 15 other RIS-users are actively searching the System for hull data.</p> <p>The System responds to a request for all actual data on all ships in less than 15 seconds even when 15 other RIS-users are actively searching the System for hull data, with the exception that visualization time can span up to 45 seconds if a browser other than Firefox 3.x+ is used.</p> <p>System is built in such way, that the response time in case of bulk upload of up to 100 vessels is not more than 30 seconds.</p> <p>For the European RIS Data Management System: The system answers all requests within 2 seconds.</p>

## Serviceability

Dynamic configuration	
Description	System is built in such way, that it can be easily and dynamically configured.

Independent interfaces	
Description	System is able to interface the countries' national databases. The interfaces are independent on the operational systems, environments or technologies

Independent interfaces	
	used in countries' implementations.

No restriction for use	
Description	There is no restriction in time or place for the use of the system.

Rapid response	
Description	System responds rapidly to user requests irrespective of any background tasks, 24 hours and 7 days a week.

Multi-language	
Description	System is available in several language mutations and it is possible to easily add new language mutations, i.e. by amending an Excel-file with the labels.

## Maintainability

Multi-language	
Description	<p>System is available in several language mutations and it is possible to easily include new language mutations.</p> <p>For the European Hull Database and the European RIS Data Management System:</p> <p>English (implemented first), German, Dutch and French are the prime languages.</p> <p>The web-interface also supports following languages:</p> <ul style="list-style-type: none"> <li>• Bulgarian</li> <li>• Croatian</li> <li>• Czech</li> <li>• Hungarian</li> <li>• Romanian</li> <li>• Russian</li> <li>• Slovak</li> </ul>

## Design requirements

Inexpensive system	
Description	System is available in several language mutations and it is possible to easily include new language mutations.

## Security

Access control	
Description	<p>The System controls access of users by means of authentication and authorization. Authentication is the process of verifying a user's claimed identity. The authorization process is used to decide if user is allowed to have access to data fields, functionality or service.</p> <p><b>Authentication</b></p> <p>In the system the username and password will be used. This assumes that only the owner of the account knows the password needed to access the account.</p> <p><b>Authorization</b></p> <p>In the system the following sets of permissions has to be considered:</p> <p><i>No access:</i> User cannot access certain data fields or services</p> <p><i>Read:</i> User can only view the data in the data fields by searching for vessels.</p> <p><i>Write:</i> User can create vessels, update data fields, move vessels or set them as not active.</p>

Public key infrastructure	
Description	System has a built-in public key infrastructure which is required for the authentication of the national RIS system and/or the national vessel certification authorities (in case of the European Hull Database only).

Confidentiality	
Description	<p>The data exchanged between the users and systems of national databases and the system's data are treated as confidential.</p> <p>The encryption of data is implemented via HTTPS (combination of a normal HTTP interaction over an encrypted transport mechanism) using compression (if possible) to overcome possible time-out related issues.</p>

Integrity	
Description	The System guarantees the integrity of data by encryption of data via HTTPS (compressed, if possible).

Data security	
Description	The system protects its data by means of state of the art data security measures from attacks such as SQL injections, cross-site scripting, viruses and Trojan horses.

Security measures	
Description	<p>The System contains information that is provided by EU Member States under the provision that national laws protecting the privacy of citizens are respected. Security measures are taken during the operational period, which guarantee compliance with these national laws.</p> <p>A security plan needs to be submitted for approval, which covers all measures taken to limit the (physical as well as electronic) accessibility to the System, the password / certification / authentication administration and backup-media.</p> <p>The security plan furthermore covers nondisclosure and non-tampering agreements signed by all service and maintenance personnel.</p> <p>During the operational period all security measures written down in the approved version of the security plan are carried out.</p>

## Operation and Maintenance

Application event triggered SNMP Traps	
Description	<p>SNMP traps are sent by The system upon the following events:</p> <ul style="list-style-type: none"> <li>▪ Logging on and logging off a user of the System</li> <li>▪ User account locked</li> <li>▪ Shut down and restart of the system</li> <li>▪ Memory over threshold</li> <li>▪ CPU over threshold</li> <li>▪ Disk over threshold</li> <li>▪ Status of services (JBoss, MySql)</li> <li>▪ Status of the Database</li> <li>▪ Status of the Web server</li> <li>▪ Detection if users of the System have connected unsuccessfully or made attempts to intrude into the system by means of a false or wrong authentication</li> <li>▪ Detection of errors of the interfaces to the external systems</li> <li>▪ Structure and configuration information, especially MIB will be provided.</li> </ul>

Application watchdog SNMP Traps	
Description	<p>Watchdog monitors the proper functioning of all interfaces of the system. Should any of the interfaces become idle, they are disconnected and connected again automatically.</p> <p>The number of automatic or manual requests is counted. Should a certain threshold be reached (configurable by Administrator, per national RIS Centre and/or (if applicable) Vessel Certification Authority), the communication is blocked and an event is generated.</p>

Remote access to maintenance	
Description	It is possible for System Administrators to connect to The system from a remote computer using Debian Linux SSH network protocol, which allows administration using a secure channel between two networked devices.

Initial settings of The European Hull Database	
Description	<p>For the initial configuration of the European Hull Database and the European RIS Data Management System, the System Administrator is able to manually import existing data in the system by using a csv file.</p> <p>For test and operational purposes, the System Administrator is able to view and/or modify all data.</p>

Backup and restore	
Description	<p>The system is protected against long downtimes after malfunctions. A short time from the malfunction to the regular operation is assured by proper system backup and the system recovery.</p> <p>All software and all data can be backed up and restored. The backup and restore functions guarantee minimal disturbance of the operational European Hull database services when repairs, updates/upgrades are performed.</p> <p><b>Software backups</b> and the restore functionality is used during the initial installation procedure and during the operational period, in processes like (warranty) repairs, upgrades, installation of new versions of operating system, database packages, new functionality (implemented change requests).</p> <p><b>Data backups</b> contain all data used by Certification authority users, RIS authority users and External users. Data backup also contains all reference data, user administration data, access authorization data and other configuration data. Data restoration may/will be part of the same processes that required software restoration, but may also be used to recreate previous operating conditions.</p> <p>The Software backup and the Data backup suffices to configure and operate an empty "off the shelf" set of computers and related components as the system, without the need for additional software, settings, tunings and/or administrative and/or operational data.</p>

Software backup	
Description	<p>The Software backup contains an identical image of all current versions of all software components of the System.</p> <p>The Software backup is provided on DVD(s) at a monthly basis.</p> <p>The Software backup on DVD(s) is renewed after each change, update, and upgrade of the software.</p>

Data backup	
Description	<p>The Data backup contains an identical image of all current operational versions of all data sets of the System.</p> <p>The Data backup is provided on DVD(s) or CD(s).</p> <p>The actuality of the data in the Data backup on DVD(s) is 2 weeks old or more recent.</p>

Loss of data after recovery	
Description	<p>After any recovery of the System, the loss of data will be less than the collection of changes that were made in the period from 6 hours before the moment of the failure of the System to the moment the System became operational again.</p>

### Test (for European Hull Database and European RIS Data Reference Management System)

Test bench	
Description	<p>In order to ease the testing of the system and to be independent from the implementation timetable in other countries, a test bench is offered, which simulates the functions of any vessel certification database or RIS system of other countries and the functions of RIS operators.</p>

### Delivery

List of deliverables	
Description	<p>For the European Hull Database:</p> <p>The following subjects have been developed during the implementation in Platina but have to be kept up to date in case of changes to the system.</p> <ul style="list-style-type: none"> <li>▪ Detailed Requirements Specification</li> <li>▪ Failure analysis report</li> <li>▪ Functional Requirements</li> <li>▪ Non-functional Requirements</li> <li>▪ Reports Requirements</li> <li>▪ GUI Layout</li> <li>▪ Detailed Interface Specification</li> <li>▪ System Architecture</li> <li>▪ Detailed System Specification</li> <li>▪ Test Concept</li> <li>▪ Test Manual</li> <li>▪ Short User Manual</li> <li>▪ User Manual</li> <li>▪ Installation and Configuration Guide</li> <li>▪ Operation, Maintenance and Repair documentation</li> <li>▪ Training documentation for System Administrators</li> <li>▪ System documentation</li> <li>▪ Source Code of The European Hull Database</li> <li>▪ Executable Code of The European Hull Database</li> </ul>

List of deliverables	
	<ul style="list-style-type: none"> <li>▪ Testbench</li> <li>▪ Test environment for testing further releases before introducing those in the operational environment</li> </ul> <p>For the European RIS Data Management System:</p> <p>The following subjects have been developed during the implementation in Platina but have to be kept up to date in case of changes to the system.:</p> <ul style="list-style-type: none"> <li>▪ Detailed Requirements Specification</li> <li>▪ Detailed Interface Specification</li> <li>▪ Detailed System Specification</li> <li>▪ Test Concept</li> <li>▪ Test Manual</li> <li>▪ Short User Manual</li> <li>▪ User Manual</li> <li>▪ Installation and Configuration Guide</li> <li>▪ Operation, Maintenance and Repair documentation</li> <li>▪ Training documentation for System Administrators</li> <li>▪ System documentation</li> <li>▪ Source Code of the system</li> <li>▪ Executable Code of the system</li> </ul>

## Documentation

Structure	
Description	<p>The entire documentation contains a detailed and complete description of The system according to the Terms of Reference and the Requirements Specification.</p> <p>The documentation is arranged clearly. Tables of contents and executive summaries are added. Each document is named clearly and it is easily possible to relate part of the documentation to the entire documentation.</p>

Language	
Description	All documentation is created in English language.

Format	
Description	<p>The documentation is made available electronically and created with such tools that one can modify the documentation.</p> <p>The following software are used for the viewing and editing of the documentation:</p> <ul style="list-style-type: none"> <li>▪ MS-Office XP including Visio Professional</li> <li>▪ MS-Project</li> <li>▪ Acrobat Reader</li> </ul> <p>The documentation is handed over:</p> <ul style="list-style-type: none"> <li>▪ Electronically (two fold on CDs)</li> <li>▪ One copy on paper in one or more folders, so that copies can be</li> </ul>



Format	
	made easily

Content of Specification of the Interfaces	
Description	A specification of the interfaces is created at an early stage of the project because the systems of (if applicable) vessel certification authorities and RIS Centres have to be modified in order to be able to connect to the system as “automatic” users.

Content and size of Short User Manual	
Description	A short User Manual (approximately 20 pages) is prepared, focusing on the needs of the “manual” users of the system in the vessel certification authorities.

Content of User Manual	
Description	A suitable user manual for the “automatic” and “manual” user of the system is delivered. This is easy to understand as a manual for introduction but also for looking up. The user manual includes a detailed description of the functionality as well as its use.

Content of Installation and configuration documentation	
Description	<p>A detailed, well structured installation and configuration documentation of the system is delivered. This documentation enables the maintenance of the individual components as well as optional extension of the system. This especially refers to:</p> <ul style="list-style-type: none"> <li>▪ Installation of the system including configuration settings as well as documentation for the initiation</li> <li>▪ Operation of the system (used version, changes such as service packs and patches, licence numbers, configuration, user documentation)</li> <li>▪ Software (used version, changes such as patches, licence numbers, configuration, user documentation, database design)</li> </ul> <p>In addition, the configuration of the entire installed European Hull Database, as well as all system elements are documented completely and without any gaps.</p> <p>The configuration documentation is grouped into:</p> <ul style="list-style-type: none"> <li>▪ Configuration of the User of the systems</li> <li>▪ Configuration of the system and its components</li> </ul> <p>Special configuration settings are documented, such as the following:</p> <ul style="list-style-type: none"> <li>▪ Network structure (IP-Addresses, processes, DNS)</li> <li>▪ Domain structure (user groups)</li> <li>▪ Authorisation (access rights, accounts of System Administrator, validity)</li> </ul>

Content of Operation, maintenance and repair documentation	
Description	<p>The operation, maintenance and repair documentation is delivered as a separate document and is an additional document to the framework contract. All required information for the operation, maintenance and repair is included. Especially the following issues are described:</p> <ul style="list-style-type: none"> <li>▪ maintenance guidelines, maintenance plans</li> <li>▪ action list for location and fixing of errors</li> <li>▪ test routines</li> </ul> <p>A separate set of documentation is prepared, fitted towards the needs and requirements of the:</p> <ul style="list-style-type: none"> <li>▪ 1<sup>st</sup> level service desk</li> <li>▪ 2<sup>nd</sup> level service desk</li> </ul>

Content of Training documentation for system administrators	
Description	<p>The training documentation for System Administrators contains the contents of the training and is delivered 7 days before the training.</p> <p>A separate set of documentation is prepared, fitted towards the needs and requirements of the:</p> <ul style="list-style-type: none"> <li>▪ 1<sup>st</sup> level service desk</li> <li>▪ 2<sup>nd</sup> level service desk</li> </ul>

Content of System documentation	
Description	<p>A detailed, well structured system description of the complete system is delivered. The system description includes at least a description of the following elements:</p> <ul style="list-style-type: none"> <li>▪ System concept</li> <li>▪ Building blocks and modules</li> <li>▪ Functionality</li> <li>▪ Interfaces</li> </ul>

## Training

Training of system administrators for the regular operation	
Description	<p>The training documentation for the System Administrators is provided in English and is sent 7 days before the training. The training respects the existing knowledge of the people. The training takes approximately 1-2 days for 1st level service desk and 2-3 days for the 2nd level service desk and is carried out at a location specified by the European Commission. The System Administrators will be acquainted with all components, configurations and with the operation of the system, so that they can assure a regular operation of the system.</p> <p>Separate training sessions will be prepared, fitted towards the needs and requirements of the:</p> <ul style="list-style-type: none"> <li>▪ 1st level service desk</li> <li>▪ 2nd level service desk</li> </ul>

## Operational requirements

System hosting	
Description	The bidder shall host the system and its services for the mentioned period of time. Hosting includes the provision of the (physical) accommodation of the system components (building, computer room, rack space, cooling, electrical power etc), the provision of the system components themselves (systems hardware), the provision of networking components and services and the provision of backup components and backup media.

# ANNEX 9

## DETAILED REQUIREMENTS FOR LOT 3 OF THE INVITATION TO TENDER

### "RIS implementation survey and policy evaluation"

#### A.9.4.1 BACKGROUND FOR THE EVALUATION

##### CONTEXT

In the context of the broader revision of the NAIADES programme, the Commission intends to conduct a RIS implementation survey and policy evaluation to be supported by an external contract. Further input to the NAIADES revision comes from the Mid-term progress report on the implementation of the NAIADES Action Programme for the promotion of inland waterway transport<sup>14</sup> and from the study on Medium and Long Term Perspectives of IWT in the European Union<sup>15</sup> conducted on behalf of the European Commission.

The RIS development started in the RTD framework with the development of the basic concept, the development, testing and validation of technologies and applications and first steps towards standardisation. In 2005, the work was taken up and integrated into Directive 2005/44/EC of the European Parliament and the Council of 7 September 2005 on harmonised river information services (RIS) on inland waterways of the Community.

Directive 2005/44/EC, called hereafter the RIS Directive establishes a framework for the deployment and use of harmonised river information services (RIS) in the Community in order to support inland waterway transport with a view to enhancing safety, efficiency and environmental friendliness and to facilitating interfaces with other transport modes. The Directive prescribes minimum requirements for the setting-up of RIS, data exchange and equipment and stipulates the definition of guidelines for the setting-up of RIS (RIS Guidelines), as well as of technical specifications in particular in the areas of electronic chart display and information system (Inland ECDIS), electronic ship reporting, notices to skippers and vessel tracking and tracing systems. The Directive applies in general to inland waterways of all Member States of Class IV and higher and interconnected by inland waterways of Member States of Class IV and higher including the TEN-T ports located on those waterways. Implementation of RIS is recommended also for inland waterways not falling under the scope of the Directive. Member States transposed the Directive pursuant to the 20 October 2007 deadline.

In the framework of the implementation of the Directive, the Commission adopted four implementing acts.

- Commission Regulation (EC) No 414/2007 of 13 March 2007 concerning the technical guidelines for the planning, implementation and operational use of river information services (RIS), hereafter referred to as the RIS Guidelines.
- Commission Regulation (EC) No 415/2007 of 13 March 2007 concerning the technical specifications for vessel tracking and tracing systems, hereafter referred to as Inland AIS
- Commission Regulation (EC) No 416/2007 of 22 March 2007 concerning the technical specifications for Notices to Skippers, hereafter referred to as Notices to skippers.
- Commission Regulation (EU) No 164/2010 of 25 January 2010 concerning the technical specifications for electronic ship reporting in inland navigation, hereafter referred to as electronic reporting.

Member States have 30 months to comply with the Commission Regulations after their entry into force.

The RIS implementation work, in particular the development and update of the technical specifications is supported by five expert groups: Notices to Skippers (NtS), Inland ECDIS, International ENC Harmonisation

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<sup>14</sup> SEC(2011) 453 final

<sup>15</sup> <http://nea.panteia.nl/en/Trends/Trends-Nieuwsoverzicht.aspx?newsid=%7B5769EA27-0EAC-4F8A-91CF-BA5FF77F411B%7D>

Group (IEHG), Electronic reporting (ERI), Vessel tracking and tracing (VTT). The IEHG is recognised as a Non-Governmental International Organisation (NGIO) by IHO (International Hydrographic Organisation), important with respect to the technical specs for Inland ECDIS and the introduction of the S100 standard.

Deployment of RIS is furthermore supported by the EU through the RTD programme, the TEN-T programme, the IPA (Instrument for Pre-Accession) programme and structural and regional funds.

The following RIS Expert groups play a key role in the implementation and further development of RIS: the ECDIS, IEHG, ERI, NTS, VTT expert groups. They prepare RIS implementation measures which are provided to the EU and to international bodies for integration into their respective legislative frameworks. They gather jointly twice per year during a so-called RIS-week.

Following the TEN-T Calls in 2008 and 2010, RIS projects with a volume of approximately 71,8 Mil.€ (TEN-T co-financing: 19,7 Mil.€ ) are currently ongoing within the following projects :

1. Pilot implementation on the Lower Oder RIS (2010-PL-70206-P)
2. River Information Services II (RIS II) (2010-FR-70204-P)
3. Deployment of Inland AIS transponders in Flanders and the Netherlands (2010-EU-70201-P)
4. Implementation of RIS in Flanders II (2010-BE-70202-M)
5. Study and implementation of AIS monitoring network (2008-NL-70001-P)
6. Implementation of Fairway Information Services (2008-NL-70000-P)
7. Implementation of River Information Services in Europe - IRIS Europe II (2008-EU-70000-S)
8. Full deployment of inland AIS transponders (2008-EU-70000-P)
9. Implementation of RIS on the Westerscheldt river (2008-EU-30001-P)
10. Implementation of RIS in Flanders (2008-BE-30000-P)

A third call for proposals was launched in 2011 with a volume of approximately 30 Mil.€ (indicative TEN-T co-financing: 10 Mil.€).

Further information on TEN-T funded RIS projects can be found on [http://tentea.ec.europa.eu/en/ten-t\\_projects/ten-t\\_projects\\_by\\_transport\\_mode/ris\\_river\\_information\\_services.htm](http://tentea.ec.europa.eu/en/ten-t_projects/ten-t_projects_by_transport_mode/ris_river_information_services.htm).

In the framework of the Structural and Cohesion Funds, financial support is granted to Romania and Bulgaria for the setting-up of RIS, approximately 8.5 Mio EUR and 13 Mio EUR respectively. With the financial support from the Instrument for Pre-Accession (IPA) the programme for the introduction of RIS on the Serbian Danube started in 2009 and will lead to full-scale implementation of RIS in Serbia in 2012. EU funding amounts to approximately 10.5 Mio EUR.

European research funded through **EU research programmes** has also played a very important role in **harmonising the development of RIS**. The policy development went hand in hand with European research. Research, demonstration and implementation activities have contributed at the levels of technology, organisation and policy, and have helped to clear the obstacles to effective realisation of River Information Services. Relevant research projects include the following:

- **Inland Navigation Demonstrator for River Information Services (INDRIS, FP4)** demonstrated traffic management for inland navigation and did the first steps towards the definition of River Information Services.
- **Advanced Logistics Solutions for the Waterway Danube (ALSO DANUBE, FP5)** focussed not only on the development of appropriate IT solutions for transport management, but also generated concepts to create a “friendly” business environment for waterborne transport in managed intermodal logistics chains.
- **Consortium Operational Management Platform for River Information Services (COMPRIS, FP5)** dealt with the pan-European harmonisation of River Information Services, which is a pre-requisite for full installation of RIS on all navigable waterways. The outcome of COMPRIS was a pan-European consensus on RIS system elements, applications and their interfaces. Therefore, COMPRIS was an important milestone towards the pan-European installation of RIS.
- **GALILEO and EGNOS for waterway transport (GALEWAT, ESA Advanced Research Telecommunications program ARTES-5)** aimed at the realization of a first step towards the introduction of EGNOS and finally GALILEO into River Information Services. Its activities included the identification of user requirements, the evaluation of EGNOS for its application in River Information Services, and the integration of EGNOS into the AIS transponder environment.

- **Introduction of Galileo Services using EGNOS for Ports and Inland Waterways applications (MARGAL, FP6)** focused on future requirements for maritime and inland navigation, which have already been expressed formally from the International Maritime Organisation and other authorities. MARGAL addressed challenges including transport monitoring on inland waterways, supporting navigating skippers and supporting organisations in charge of calamity abatement.
- **RIS Services for Improving the Integration of Inland Waterway Transports into Intermodal Chains (RISING, FP7)** has the objective of developing and testing new River Information Services for the European IWT sector and its enterprises. In contrast to other RIS projects, RISING focuses exclusively on the present and future needs of the European transport and logistics sector.
- **Platform for the implementation of NAIADES (PLATINA, FP7)** supports the European Commission, member states and third countries, river commissions and the inland navigation sector in the implementation of selected NAIADES actions. Organised along the lines of the NAIADES action programme, five thematic areas are pursued in the work plan of PLATINA. RIS is part of the thematic area "Infrastructure". Therefore, PLATINA activities in the area of River Information Services include the following: (a) Provision of RIS implementation support, (b) Setting up a European Hull Database, (c) Setting up a RIS data management system and (d) setting up the European RIS portal.

The projects referred to above have also given rise a number of European data exchange and service initiatives, in particular:

- ☐ European Hull Database
- ☐ European RIS Data Management System (ERDMS)
- ☐ RIS portal ([www.ris.eu](http://www.ris.eu))
- ☐ Maintenance of Inland ENC (Electronic Navigational Charts) Register and the digital parts of the Inland ENC standard
- ☐ Support to the RIS expert groups

Furthermore, various initiatives have been taken to estimate the cost/benefit of RIS policy implementation. More information can be found on the EU RIS portal ([http://www.ris.eu/library/publications/measuring\\_implementation](http://www.ris.eu/library/publications/measuring_implementation)). These evaluations were based on forward looking assessments. Furthermore, in the context of the PLATINA Research project, research has been conducted on the RIS evaluation methodology and an overview of RIS implementation status has been prepared.

RIS implementation has been carried out in close cooperation with relevant stakeholders, such as Member State representatives, sector representatives including software developers and the IWT sector, River Commissions and the UN/ECE.

Further information on RIS can be found on the EU RIS portal <http://www.ris.eu/home>.

#### **RATIONALE AND THE AIMS OF THE STUDY**

The Directive 2005/44/EC (RIS Directive) establishes a framework for the deployment and use of harmonised river information services (RIS) in order to support inland waterway transport with a view to enhancing safety, efficiency and environmental friendliness and to facilitating interfaces with other transport modes.

The key requirement of the RIS Directive is for Member States to develop RIS in an efficient, expandable and interoperable way, interacting with other RIS applications and, if possible, with systems for other modes of transport, providing interfaces to transport management systems and commercial activities.

Article 4(7) of the RIS Directive requires the Commission to take appropriate measures to verify the interoperability, reliability and safety of RIS. Article 12 requires the Commission to monitor the setting up of RIS in the Community.

In order to inform policy making on the further development of RIS, the evaluation should provide information on:

- the validity of the programme's objectives in view of the overall transport policy objectives,
- the state of transposition and implementation of the RIS Directive in the EU Member States,
- the effectiveness and efficiency of RIS implementation,

- the impact of RIS on inland waterway transport market development, social conditions and environment,
- the effectiveness of the particular support actions implemented under the relevant national and EU programmes,
- the coherence and interrelationship between various support programmes and instruments in support of RIS.

The evaluation shall build upon the current state of play and not duplicate evaluation work and information already collected in the framework of previous and ongoing activities.

#### **A.9.4.2 DESCRIPTION OF TASKS**

The contractor will prepare an evaluation of RIS policy for the period 2006-2011.

Data for replying to a number of the evaluation questions are already available from existing sources, in particular from relevant TEN-T and 7RFP funded projects. Quality of data sources should however be verified and if necessary complementary data will need to be gathered in order to ensure reliable evaluation results. For a number of evaluation questions, in particular questions 5, 6, 7, 9 and 10, additional data needs to be collected through the surveys referred to in section 6 and needs to be derived from the contractor's knowledge of the sector.

The main task of the contractor is to support DG MOVE with information and analytical work referred to below which should be carried out in such a way that the evaluation questions of chapter IV are adequately addressed:

##### Task 1 Evaluate the state of transposition and implementation of the RIS Directive in accordance with Commission evaluation standards.

1.1 Assess the degree of completeness of the transposition of the RIS Directive into national legislation of the Member States;

1.2 Evaluate, in qualitative and quantitative terms the implementation of the RIS Directive in the Member States, taking into account inter alia the completeness, quality of information/services, degree of interoperability; user friendliness; This subtask includes comprises in particular the following elements:

- o Evaluation of Notices to Skippers implementation across the EU
- o Evaluation of the coverage and quality of the Inland Electronic Navigational Charts
- o Evaluation of scope and cross-border interoperability of Electronic Reporting implementation
- o Evaluation of the implementation of Vessel Tracking and Tracing services including an analysis of the deployment of base stations and of their characteristics and of the setting up of national/regional RIS centres

1.3 Evaluate the appropriateness of the RIS objectives to address the needs of the market, the needs of the public administrations and the problems the policy is meant to solve;

1.4 Evaluate in qualitative and quantitative terms the impact of the RIS;

1.5 Evaluate, in qualitative and quantitative terms the effectiveness and efficiency of RIS implementation;

1.6 Evaluate the perception of RIS by all the stakeholders directly or indirectly affected by RIS;

1.7 Evaluate the impact of the co-funded projects and programme actions;

1.8 Evaluate in qualitative and quantitative terms the “untapped potential” of RIS;

1.9 Evaluate the synergy of EU support to RIS with national funding programmes;

1.10 Compare RIS with ITS policy and implementation for other modes of transport and evaluate the degree of synergy.

#### Task 2 Assess the coordination of RIS implementation

2.1 Evaluate the structures involved in RIS-related policy coordination and the degree of efficiency and effectiveness of this coordination;

2.2 Analyse the tools, processes and management activities related to the implementation of the RIS support actions (e.g. EU and nationally funded RIS implementation projects) in terms of their effectiveness and efficiency

#### Task 3 Assess barriers to and opportunities for further development of RIS

3.1 Identify potential improvements for the RIS legal framework so as to optimise its contribution to the overall transport policy and assess their likely costs and benefits;

3.2 Identify potential improvements for RIS implementation so as to optimise its contribution to the overall transport policy, from the perspective of functional scope of RIS services, data sharing and exchange, RIS governance and RIS financing and assess their likely costs and benefits;

3.3 Identify the barriers for the further development of RIS – taking into account the tasks 3.1 and 3.2 and identify measures to overcome these barriers;

3.4 Summarise the overall findings of the evaluation;

3.5 Draw up recommendations resulting from the evaluation relevant for the Impact Assessment for a possible revision of the RIS Directive or of its implementing measures.

#### **A.9.4.3 EVALUATION QUESTIONS**

The contractor will provide an extensive and complete analysis of the current situation which will constitute a departing point for development of the policy options for the future evolution of the RIS policy.

The contractor will have to provide answers to the following evaluation questions:

1. What is the contribution of RIS to the overall EU transport policy objectives and to what extent are the objectives of RIS appropriate regarding the needs of the market/public administrations and the problems the intervention is meant to solve? In view of the objectives of the EU Transport policy white paper, is there a need to realign the RIS policy objectives and if yes in which way?
2. What is the effectiveness and efficiency of the support measures for RIS?
3. What is the effectiveness and efficiency of RIS implementation governance? Are all relevant actors involved in RIS implementation? Has there been duplication of activities? Should the governance of certain activities in relation to RIS be more streamlined?
4. To which extent is RIS implementation effectively coordinated and driven by its objectives? Have there been implementation activities for RIS which contribute only to a lesser extent to its objectives?
5. Which quality standards for RIS are in place/being developed and to which extent does RIS implementation comply with these standards and to which extent are RIS services technically interoperable?
6. What is the perception by those actors who already make use of RIS? What is the perception of those who do not yet make use of RIS? What is the transport industry perception of RIS? Why has RIS not been more fully taken up by the logistic operators?



7. To which extent have the benefits identified in ex-ante evaluation work on RIS been realised? For areas (if any) identified where the benefits have not been realised, what have been the obstacles and how can they be overcome?
8. To which extent is the roll out of RIS across the EU synchronised and what are the consequences of any possible lack of synchronisation? To which extent have resources been made available in due time, in appropriate quantity and quality?
9. What are the future plans for RIS deployment of the Member States and of the private operators, what is their expected efficiency and effectiveness and to which extent will they contribute to the RIS policy objectives and the EU's transport policy respectively?
10. What are the financing needs for RIS for the period 2014-2020 and how are these investments spread over time? Which investments should be borne by the public sector and investments should be borne by the private sector (i.e. the operators)? How should support to RIS be organised taking into account the instruments that will become available under the Multiannual Financing Framework 2014-2020? Have the co-financing rates for RIS deployment been effective in the past? Do they need to be changed for period 2014-2020?
11. What is in broad terms the state of the art of ITS implementation in other transport modes and to which extent have or can opportunities for modal transport interconnection between RIS services and ITS services of other modes be(en) exploited?)
12. To which extent does the geographical distribution of take-up of RIS corresponds to the geographical distribution of market needs/opportunities? What are the main factors that determine the level of take up of RIS?
13. Is there any differentiation of RIS uptake by different market segments? Can such differences be rationally explained from a cost/benefit point of view?
14. To which extent have the possibilities of EU funding support been taken up to a full extent? What have been the barriers – if any – for a full uptake of EU financing support?
15. What is the adequacy of communication on the RIS policy and on the results of the supported RIS projects?
16. What is the impact of the economic recession and budgetary crisis on the projects supported by the various instruments and on the RIS policy itself?
17. To which extent have RIS policy objectives been achieved? Have positive/negative spillovers onto other economic, social or environmental policy areas been maximised/minimised?

#### **A.9.4.4 REPORTING, DELIVERABLES AND TIMETABLE**

The technical officer in charge will participate in the meetings with the contractor, facilitate access to information, monitor the work and validate the results of the services of the contractor.

In cases where an inter-service steering group will be constituted, the contractor will be requested by the Commission to participate to (part of) these meetings.

The duration of this task is 12 months, starting from the date of the contract.

The following deliverables will be produced according to the following timeframe

- Within 4 months after the signature of the contract, a task first progress report will be delivered. It will summarise progress on all the points to be evaluated and raise any problems encountered. It will demonstrate how the existing data has been analysed, what preliminary conclusions have been drawn from the desk research phase, and how the evaluator is planning to proceed. It will take the form of a draft document to be discussed in the first progress meeting with the Commission meeting that will take place within 2 weeks of reception.

- Within 8 months after the signature of the contract, a second progress report will be submitted to the Commission. This document will follow the structure of the final report as agreed and will include the first findings, analysis, conclusions and recommendations. The Commission will provide comments on the report during the second progress meeting with the Commission that will take place within 2 weeks of reception.
- Within 12 months after the signature of the contract, the final task report will be delivered to the Commission, taking account of the comments made by the Commission on the first findings and recommendations report. It will cover all points of the work plan and shall include sound analysis of findings and factually based conclusions and recommendations. It will be written of publishable quality and delivered both in paper and electronic form. It will include an executive summary of not more than 5 pages and shall be accompanied by 2 page key findings and recommendations synthesis report.

The contractor shall organise three workshops in the context of this task. One workshop at the start of the work, one workshop to present and discuss intermediate results and one workshop to present and discuss the final draft results. Two of these workshops (one in 2012 and one in 2013 shall be organised in the framework of the RIS week. Their timing should be coordinated with the chairpersons of the RIS Experts Groups and the EC. These particular workshops shall incorporate the agenda of “RIS common issues meetings” which is traditionally organised once per year in the framework of the RIS week and shall comprise inter alia the following:

- a session informing the “RIS experts” on the relevant RIS deployment projects at national and European level;
- a session to inform on the status of the RIS Expert Groups and their taskforces and to discuss relevant issues;
- a session to inform about/provide input to the RIS implementation survey and policy evaluation.

The contractor shall take care of the logistics of these particular workshops which comprise the following:

- the agenda shall be drawn up in coordination with the chairpersons of the RIS Experts Groups and shall be submitted to the project officer of the European Commission for approval;
- preparations and working papers for the discussion topics shall be distributed at least 5 working days before the meeting
- Provision of facilities and catering in a convenient location taking account of the location of the other meetings of the RIS week (60 persons)
- Moderate the meeting
- Obtain and evaluate feedback from the participants
- Preparation of meeting report.

The final task report shall conform to the following schema:

1. Title page
2. Table of Contents
3. Executive Summary (including 2 pages key findings and recommendations synthesis)
4. Introduction
5. Research Methodology
6. Evaluation Results
7. Specific recommendations on/for work programmes of the RIS Expert groups for the years 2013 and 2014
8. Conclusions and general recommendations
9. Annexes

As all evaluation reports shall be available to the public, no form of confidential data shall be contained in the final report (they shall be included in a separate Annex).

Evaluations performed in or commissioned by the European Commission shall comply with the evaluation standards in force ([http://ec.europa.eu/dgs/secretariat\\_general/evaluation/docs/eval\\_activities\\_en.pdf](http://ec.europa.eu/dgs/secretariat_general/evaluation/docs/eval_activities_en.pdf)). The quality of the final report will be non-exclusively assessed on the basis of the following quality criteria, and rated (poor-satisfactory-good-very good-excellent) according to the following criteria:

1. Relevance: Does the evaluation respond to information needs, in particular as expressed in the terms of references?

2. Appropriate design: Is the design of the evaluation adequate for obtaining the results needed to answer the evaluation questions?
3. Reliable data: Are data collected adequate for their intended use and have their reliability been ascertained?
4. Sound analysis: Are data systematically analysed to answer evaluation questions and cover other information needs in a valid manner?
5. Credible findings: Do findings follow logically from and are justified by, the data/information analysis and interpretations based on pre-established criteria and rational?
6. Valid conclusions: Are conclusions non-biased and fully based on findings?
7. Helpful recommendations: are there areas needing improvements identified in coherence with the conclusions? Are the suggested options realistic and impartial?
8. Clarity: Is the report well structured, balanced and written in an understandable manner?
9. Overall assessment of the final evaluation report: Is the overall quality of the report adequate, in particular:
  - Does the evaluation fulfil contractual conditions?
  - Are the findings and conclusions of the report reliable, and are there any specific limitations to their validity and completeness?
  - Is the information in the report potentially useful for designing intervention, setting priorities, allocating resources or improving interventions?

**A.9.4.5 Indicative Budget estimation: 220 000€**

# ANNEX 10

## DETAILED REQUIREMENTS FOR LOT 4 OF THE INVITATION TO TENDER

**" Provision of technical assistance for the preparation of new initiatives as regards the future development of the IWT sector "**

### **A.10.1 Detailed requirements for further development of a harmonized education and training system in inland navigation**

#### **A.10.1.1 Introduction**

Lack of qualified personnel and skills is becoming a limiting factor to further market expansion of IWT services. Shortages of well-qualified personnel tend to grow in the future because of the ageing human resources in combination with more transport demand for IWT. Moreover, there are several bottlenecks and opportunities in the field of education and regulations that need to be addressed. In particular there is no EU wide regulation concerning harmonisation of training and certification of crew members in IWT. As no European minimum standards for IWT education have been defined, education and training for inland navigation personnel is organised at national level and differs quite strongly between Member States.

In order to address problems of shortages of skilled personnel in IWT, to improve mobility of IWT personnel and to make IWT professions more attractive also to career changers, it is necessary to develop new standards for training and qualification of IWT professions in the EU.

Within PLATINA a joint working group on professional competencies<sup>16</sup> is working on professional competencies for inland navigation personnel. This work represents important groundwork for the development of future European Standards of Training and Certification in Inland Navigation (STCIN)<sup>17</sup>. It should be further developed – in a stepwise manner - so that the STCIN core elements can already in a first phase be agreed upon and enshrined into a legislative package which encompasses the review of Council Directive 96/50/EC on the harmonization of the conditions for obtaining national boatmasters' certificates for the carriage of goods and passengers by inland waterway in the Community. In a second phase, the harmonisation of education and training curricula may allowing to streamline manning requirements on board inland navigation vessels with respect to the minimum number of crew members.

#### **A.10.1.1 Scope of STCIN**

Taking into consideration the existing similarities and differences between IWT and the Maritime sector, the development of STCIN can be based upon the already established STCW *mutatis mutandis*. In particular, the Regulations of the STCW Convention as annexed to Directive 2008/106/EC and the Part A of the STCW Code are the core provisions to be taken into consideration while developing STCIN.

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<sup>16</sup> This working group consists of representatives of the CCNR, EDINNA<sup>16</sup>, European Transport Workers' Federation, European Barge Union, European Skippers Organisation, Danube Commission and the Sava Commission

<sup>17</sup> More information provided by PLATINA Work package 3 "Jobs & Skills", "Professional competencies for inland navigation, 2011", see [www.naiades.info](http://www.naiades.info)

This method would allow for an easier integration of career changers coming from other related transport sectors such as maritime industry or other branches.

The work on STCIN should also draw on experience and progress made by the PLATINA joint working group (PJWG). In particular, the description of the competencies on operational and management level, as elaborated by the PJWG, should be taken into account.

In reference to the mentioned Annex I and taking account of the previous work of PJWG, the standards of competence required to be demonstrated by candidates for the issue and revalidation of certificates of competency under the arrangements of the STCIN should refer to the following seven functions:

1. Navigation
2. Cargo handling, stowage and passenger transport
3. Controlling the operation of the ship and care for persons on board
4. Marine engineering and electrical, electronic and control engineering
5. Maintenance and repair
6. Communication
7. Safety, health and environmental protection

at the following levels of responsibility:

1. Management level
2. Operational level

#### **Description of the competencies**

For each level of responsibility and each function (1-7), competencies should be described following the tabled model of the STCW Code.

##### **Management level**

<b>COMPETENCE</b>	<b>KNOWLEDGE, UNDERSTANDING AND PROFICIENCY</b>	<b>METHODS FOR DEMONSTRATING COMPETENCE</b>	<b>CRITERIA FOR EVALUATING COMPETENCE</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

##### **Operational level**

<b>COMPETENCE</b>	<b>KNOWLEDGE, UNDERSTANDING AND PROFICIENCY</b>	<b>METHODS FOR DEMONSTRATING COMPETENCE</b>	<b>CRITERIA FOR EVALUATING COMPETENCE</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

#### **Mandatory minimum requirements**

The Regulations of the STCW Convention as annexed to Directive 2008/106/EC stipulate mandatory minimum requirements for the certification, training and qualifications for seafarers. These minimum requirements concern age, approved experience, education and training, physical and mental ability and also an obligation to meet the prescribed standard of competence.

STCIN should also contain appropriate specifications to this regard on the operational and management level of responsibility for IWT professions.

## **Special/additional provisions**

Furthermore, the regulations of the STCW Convention as annexed to Directive 2008/106/EC contain provisions in the following fields:

- Radio communication and radio personnel
- Special training requirements for personnel on certain types of vessels
- Emergency, occupational safety, medical care and survival functions
- Alternative certification

The successful tenderer would be requested to analyze these provisions under the aspect of their suitability for STCIN and if necessary to come up with a suggestion for technical specifications.

### **A.10.1.3 Required Tasks**

In order to further support the development of the STCIN, the following tasks should be provided:

#### **I. Provide secretariat services for up to 6 meetings of the Common Expert Group on STCIN.**

The secretariat services comprise the following tasks:

- draw up the agenda to be submitted to the project officer of the European Commission for approval;
- distribute working papers/position papers for the discussion topics at least 5 working days before the meeting;
- provision of facilities in a convenient location in Brussels with a capacity of at least 30 persons; (indicative budget 3500 € for 1 day meeting with sandwich lunch).
- preparation of meeting minutes.

The indicative budget for this task is 58 000 €.

#### **II. Provide expert services for drafting STCIN position papers**

The work of experts shall amount to a total of up to 240 expert/days of support to the Commission in advancing the work on STCIN by providing technical expertise for drafting the position papers in line with any guidelines given by the Commission.

The price for the provision of services should be calculated on the basis of a fee of 800 € per person day.

Expert services shall be provided by key experts with at least 10 years of relevant experience in the subject matter of professional qualifications for inland and/or maritime navigation. At least two experts shall have such experience in the field of inland navigation. Up to three experts shall be made available for this subtask during the duration of the contract.

The content of the position papers will be agreed with the project officer of the European Commission before they are distributed to the Expert group.

The provision of expert services for drafting STCIN includes participation at the meetings of the Common Expert group on STCIN and remote work at the place of work. Moreover, the experts may be required to participate in regular monitoring meetings with the European Commission services.

The European Commission will reimburse the travel expenses and a daily subsistence allowance of the key experts in accordance with the provisions of article I.3.4 of the draft contract.

In addition, the key experts may be asked to act as a "rapporteur", chairperson, or vice-chairperson.

The indicative budget for this task is 192 000 €.

#### **A.9.4.4 Reporting, deliverables and timetable**

The tasks relating to sub-lot 10.1 shall be executed over a timeframe of 7 months from the start of the contract. The deliverables shall consist of

- 1) the organisation of the expert group meetings in accordance with A.10.1.3 (I) to a planned in close consultation with the Commission project officer in charge of the contract, and
- 2) the provision of the the working documents/position papers in accordance with A.10.1.3 (II) which are to be approved by the Commission project officer in charge of the contract before their distribution to the members of the expert group at the latest one week before the date of the corresponding meeting.

#### **A.10.1.4 Indicative budget estimation: 250 000 €.**

## **A.10.2 Detailed requirements for contribution to impact assessment of measures for reducing emissions of inland navigation**

### **A.10.2.1 Introduction**

Today emissions of inland navigation are governed by Directive 97/68/EC on Non-Road Mobile Machinery (NRMM) which covers a large variety of engine installations in machines used for purposes other than for passenger or goods road transport.

Diesel and spark emission engines installed in these NRMM contribute to air pollution by emitting carbon oxide (CO), hydrocarbons (HC), nitrogen oxides (NOx) and particulate matters. In line with the EU environmental policy it is the objective to progressively reduce the emissions and to phase out polluting equipment.

The Directive regulates the conditions for placing these engines on the EU market. It requires engines to be type-approved on the basis of specific test procedures and test cycles and provides specific labeling requirements.

For the various types of NRMM, the Directive stipulates the maximum permitted exhaust emissions as a function of the power of the relevant engine. Moreover the Directive includes a series of emission limit stages of increasing stringency with corresponding compliance dates. Manufacturers must ensure that new engines comply with these limits in order that they can be placed on the market.

### **A.10.2.2 Rationale and aim of the task**

Inland waterway transport has been for decades the most environmentally mode of transport. However, this advantage has steadily been eroding due to the rapid improvement of emissions from other transport modes, in particular the road haulage sector which has been confronted to stricter emission standards combined with their relatively fast engine turnover rate. The replacement of engines used in inland waterway vessels is very low with less than 400 new and replacement engines per year.

At present, inland waterway vessels are since 2007-2009 (depending on engine size) subject to NRMM stage IIIA standards. These limit the CO emission to 5 g/KWH, the NOx+HC levels to a range of 7.5 (small engines) -11 g/KWH (large engines) and the PM levels to 0.4-0.5 g/KWH. There are currently no further emission standards set for inland barges.

In comparison, current (EURO V) emission limits for heavy duty trucks are 1.5 g/KWH for CO, 0.46 g/KWH for HC, 2.0 g/KWH for NOx and 0.02 g/KWH for PM. From 2013, EURO VI standards will further reduce these limits for HC to 0.13 g/KWH, for NOx to 0.4 g/KWH and for PM to 0.01 g/KWH. Also other NRMM applications do progressively follow this trend for more stringent emission reduction with Stage IIIB entering into force since 2011 and Stage IV up from 2014.

The turnover of engines used in inland waterway vessels is very low with less than 400 new engines being placed on the EU market per year. This figure includes replacement engines. As a consequence, inland waterway transport has for certain vessel types already higher air emission levels than road transport per tonne kilometer, and when the detour effect inherent to massified transport is taken into account, overall emissions including CO<sub>2</sub> may even be higher than for road transport in a number of cases. The effect of the current legislation on overall emissions from inland waterway transport will thus remain negligible. Without specific action on the legacy fleet, this situation will further deteriorate in the future.

Possible measures for addressing this situation have been identified in various studies<sup>18</sup>. They include regulatory instruments, economic instruments, voluntary instruments/agreements and subsidies. A first screening of these measures indicate that only regulatory instruments can ensure a significant sector-wide reduction of emissions, subject to further analysis of possible legal barriers. Other types of measures could contribute to mitigate the negative impact of regulatory instruments [or increase their effectiveness](#).

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<sup>18</sup> Medium and long term perspectives for IWT transport, NEA 2012



The Commission is currently preparing an amending proposal of Directive 97/68/EC introducing Stage IIIB emission limits for new engines used in Inland waterway vessels. This proposal is currently expected to be adopted in the 2<sup>nd</sup> semester 2012. One of the considered limit values reflect a compromise position agreed between Member states and industry in the context of the NRMM Expert Working group (GEME). It has however until recently not yet been planned to include provision on retrofitting or other initiatives related to the legacy fleet engines.

In line with the recommendations from the European Parliament and the Council<sup>19</sup> the Commission supports the work carried out under UNECE premises on developing an approval scheme for retrofit devices.

#### A.10.2.3 Description of tasks

In the context of the broader revision of the NAIADES programme, the Commission will identify a number of options for further improving the environmental performance of inland navigation. For this purpose, the Commission will, in an initial stage with the support of the PLATINA RFP project pre-identify a number of feasible options to decrease emissions from existing and new engines beyond the options that have already been assessed in the context of existing research and study projects.

The options will take account of the possibilities offered by innovative propulsion of inland barges and by the use of alternative fuels and project their EU wide deployment. Eco-sailing, training of operators as well as On-board diagnostics and fuel control devices shall also be considered. The policy options will include legislative measures and other incentives. The Commission will identify up to five main options for addressing future emissions of existing engines and up to three main options for addressing emissions of new engines. Each main option may give rise a number of variations, e.g. with respect to the timing of the introduction of such requirements, with respect to their scope and with respect to their level of stringency.

The purpose of this task is to support the impact assessment work of the European Commission of measures that will decrease the emissions of inland navigation. This will imply the following tasks:

- make detailed quantitative calculations of the impact of the main options, including their costs and external and internal benefits and of their variations under a number of assumptions of the conditions under which such measures would be implemented. Impacts to be calculated include social, economic and environmental impacts as well as the impact on small and medium enterprises;
- Identify and analyse feasible options for implementation and enforcement of the measures;
- Recalculate, in a second stage, the impacts of the measures of the main options recombined in up to two policy mixes;
- Organise two workshops to inform stakeholders of progress made and to receive feedback;
- Analyse in detail the legal implications of the identified options.

The impacts shall be calculated against two baseline scenario's: one business as usual scenario and one intermediate stage IV scenario for inland barges, roughly situated between EURO V and the current NRMM stage IIIA standard. Where appropriate, the impact on regions with different characteristics shall be differentiated.

#### A.10.2.4 Reporting, deliverables and timetable

The technical officer in charge will participate in the meetings with the contractor, facilitate access to information, monitor the work and validate the results of the services of the contractor. In cases where an inter-service steering group will be constituted, the contractor may participate to some of these meetings if requested by the Commission.

The duration of this task is 6 months, starting from the date of the contract.

The following deliverables will be produced according to the following timeframe

- Within 2 months after the signature of the contract, a task progress report will be delivered. It will summarise progress on all the points to be assessed and raise any problems encountered. It will demonstrate how the existing data has been analysed, how models have been configured for the purpose of the tasks, what preliminary conclusions have been drawn from the desk research phase, and how the

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<sup>19</sup> See Directive 2011/88/EU on flexibility of NRMM engines

contractor is planning to proceed. It will take the form of a draft document to be discussed at an ad hoc meeting with the Commission meeting that will take place within 2 weeks of reception.

- Within 4 months after the signature of the contract, a first findings and recommendations report will be submitted to the Commission. This document will follow the structure of the final report as agreed and will include the first findings, analysis, conclusions and recommendations. The Commission will provide comments on the report during an ad hoc meeting with the Commission that will take place within 2 weeks of reception.
- Within six months after the signature of the contract, the final task report will be delivered to the Commission, taking account of the comments made by the Commission on the first findings and recommendations report. It will cover all points of the work plan and shall include sound analysis of findings and factually based conclusions and recommendations. It will be written of publishable quality and delivered both in paper and electronic form. It will include an executive summary of not more than 5 pages and shall be accompanied by 2 page key findings and recommendations synthesis report.
- The final task report shall conform to the following schema:
  1. Title page
  2. Table of Contents
  3. Executive Summary (including 2 pages key findings and recommendations synthesis)
  4. Introduction
  5. Research Methodology
  6. Analysis results
  7. Conclusions and recommendations
  8. Annexes
- As all evaluation reports shall be available to the public, no form of confidential data shall be contained in the final report (they shall be included in a separate Annex).
- Evaluations performed in or commissioned by the European Commission shall comply with the impact assessment standards in force.
- The quality of the final report will be non-exclusively assessed on the basis of the following quality criteria, and rated (poor-satisfactory-good-very good-excellent) according to the following criteria:
  1. Relevance: Does the evaluation respond to information needs, in particular as expressed in the terms of references?
  2. Appropriate design: Is the design of the evaluation adequate for obtaining the results needed to answer the evaluation questions?
  3. Reliable data: Are data collected adequate for their intended use and have their reliability been ascertained?
  4. Sound analysis: Are data systematically analysed to answer evaluation questions and cover other information needs in a valid manner?
  5. Credible findings: Do findings follow logically from and are justified by, the data/information analysis and interpretations based on pre-established criteria and rational?
  6. Valid conclusions: Are conclusions non-biased and fully based on findings?
  7. Helpful recommendations: are there areas needing improvements identified in coherence with the conclusions? Are the suggested options realistic and impartial?
  8. Clarity: Is the report well structured, balanced and written in an understandable manner?
  9. Overall assessment of the final evaluation report: Is the overall quality of the report adequate, in particular:
    - Does the evaluation fulfil contractual conditions?
    - Are the findings and conclusions of the report reliable, and are there any specific limitations to their validity and completeness?

- Is the information in the report potentially useful for designing intervention, setting priorities, allocating resources or improving interventions?

**A.10.2.5 Indicative Budget estimation:** 200 000€

### **A.10.3 Detailed requirements for the performance of market observation services for inland waterway transport**

#### **A.10.3.1 Introduction**

Following the request of Council Regulation (EC) N° 718/1999 on a Community-fleet capacity policy to promote inland waterway transport, the European Commission is carrying out regular market observations with a view to assess the market developments in the inland waterway transport market. The market observation was also continued after the end of the fleet capacity policy in 2003. In its Communication (COM(2006)6) setting out the NAIADES Action programme for the promotion of inland waterway transport, the Commission stated that a permanent monitoring of the inland waterway transport market based on relevant economic and social parameters is crucial for business, policy-makers and authorities for assessing trends and developments in the sector. In this respect it also contributes to improving the image and awareness of inland waterway transport.

For the last five years, the Market observation has been carried out by the Central Rhine Commission. The current system runs until the end of 2012.

#### **A.10.3.2 Description of tasks**

To carry out a market observation of the European inland waterway transport market during two years (2013 and 2014) by the provision of periodic information that allow to identify cyclical and structural trends in the inland navigation sector and to assess its economic performance and its medium-term development.

The data and information shall be based as far as possible on available data and information resources and existing transport market observations (Eurostat, national statistical offices, River commissions, transport agencies, etc.). Where needed they shall be generated.

The representative professional organisations at European level, EBU and ESO, shall be consulted on the results.

The territorial scope includes the inland waterway network in the EU.

The market observation shall include, in particular

#### **I. Analysis of transport demand**

##### **1. Economic growth**

##### **2. Transport demand**

- a. Agricultural and forestry products**
- b. Animal food and foodstuffs**
- c. Iron and steel industry**
- d. Solid mineral fuels**
- e. Stone, earth and building materials**

- f. Chemical products and fertilizers
  - g. Mineral oil products
  - h. Containers
- 3. Transport according to axis
- 4. Development of modal share
- 5. Sea-river Transport

## **II. Analysis of transport supply**

- 1. Evolution of the fleet
  - a. Dry cargo shipping
  - b. Tanker shipping
  - c. Passenger transport
- 2. Water conditions and operating capacity
  - a. Water conditions on the Rhine
  - b. Water conditions on the Danube
  - c. Water conditions on the Elbe
  - d. Water conditions on the Mosel
- 3. Capacity Utilisation
  - a. Dry Cargo Shipping
  - b. Tanker Shipping
- 4. Development of freight rates and business activity
  - a. Dry Cargo shipping
  - b. Tanker shipping
- 5. Cost development
  - a. General cost structure and development
  - b. Fuel costs
  - c. Labour costs
  - d. Capital costs
  - e. Insurance costs
  - f. Maintenance costs
- 6. Development of labour market

**7. Accidents**

**8. Harbour transshipment**

**a. Seaports**

**b. Inland ports**

**A.10.3.3 Reporting, deliverables and timetable**

**The reporting shall cover two publications in English, French, German and Dutch.**

April 2013: Annual report (Preceding year 2012 + outlook for 2013/14)

April 2014: Annual Report (Preceding year 2013 + outlook for 2014/15)

**A.10.3.4 Indicative Budget estimation: 220 000€**